COMMUNITY DEVELOPMENT
DISTRICT

June 4, 2025
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

**COMMUNITY DEVELOPMENT DISTRICT** 

## AGENDA LETTER

### Coral Bay of Lee County Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431 Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

May 28, 2025

**ATTENDEES:** 

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors Coral Bay of Lee County Community Development District

#### **Dear Board Members:**

The Board of Supervisors of the Coral Bay of Lee County Community Development District will hold a Regular Meeting on June 4, 2025, at 10:00 a.m., at the office of Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Administration of Oath of Office to Supervisors, Ted Gadoury [Seat 4], Chris Quarles [Seat 5] (the following will be provided under separate cover)
  - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
- 4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
- 5. Consideration of Resolution 2025-02, Declaring a Vacancy in Seat 3 of the Board of Supervisors Pursuant to Section 190.006(2)(b), *Florida Statutes*; and Providing for Severability and an Effective Date
- 6. Consider Appointment to Fill Unexpired Term of Seat 3; Term Expires November 2026
  - Administration of Oath of Office
- 7. Acceptance of Resignation of Christian Cotter [Seat 1]

- 8. Consider Appointment to Fill Unexpired Term of Seat 1; Term Expires November 2026
  - Administration of Oath of Office
- 9. Consideration of Resolution 2025-03, Electing and Removing Officers of the District, and Providing for an Effective Date
- 10. Consideration of Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
- 11. Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
- 12. Consideration of Resolution 2025-06, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 13. Acceptance of Unaudited Financial Statements as of April 30, 2025
- 14. Approval of Minutes
  - A. August 22, 2024 Public Hearings and Regular Meeting
  - B. November 5, 2024 Landowners' Meeting
- 15. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: Banks Engineering, Inc.
  - C. District Manager: Wrathell, Hunt and Associates, LLC
    - NEXT MEETING DATE: June 26, 2025 at 10:00 AM
      - QUORUM CHECK

| SEAT 1 |                 | ☐ In Pe | RSON | PHONE | ☐ No |
|--------|-----------------|---------|------|-------|------|
| SEAT 2 | Mary Moulton    | ☐ IN PE | RSON | PHONE | No   |
| SEAT 3 | CHARLES MARSALA | ☐ IN PE | RSON | PHONE | □No  |
| SEAT 4 | TED GADOURY     | ☐ IN PE | RSON | PHONE | ☐ No |
| SEAT 5 | CHRIS QUARLES   | ☐ IN PE | RSON | PHONE | □No  |

16. Board Members' Comments/Requests

Board of Supervisors Coral Bay of Lee County Community Development District June 4, 2025, Regular Meeting Agenda Page 3

#### 17. Public Comments

### 18. Adjournment

I look forward to seeing you at the upcoming meeting. In the meantime, should you have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,

Chesley "Chuck" E. Adams, Jr.

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONI
CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

**COMMUNITY DEVELOPMENT DISTRICT** 

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## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS OATH OF OFFICE

| (NOTARY SEAL)  MAILING ADDRESS:  Home  Street       | Notary Public, State of Flori Print Name: Commission No.:  |  |
|---|--|--|
| (NOTARY SEAL)                                       | Notary Public, State of Flori Print Name: Commission No.:  | Expires:   |
|   | Notary Public, State of Flori Print Name:  |  |
|   | Notary Public, State of Flori Print Name:  |  |
|   |  | da   |
|   |  |  |
| for the purposes therein expres                     |  |  |
| aforementioned oath as a Me                         | , who is personally kr<br>as identification, and is the person<br>mber of the Board of Superviso<br>ct and acknowledged to and befor<br>sed. | n described in and who took the<br>rs of Coral Bay of Lee County |
| online notarization on                              | administered before me by mea this day of  | , 20, by   |
| STATE OF FLORIDA COUNTY OF                          |  |  |
| <u>ACKN</u>   | OWLEDGMENT OF OATH BEING T   | AKEN   |
| Board Supervisor                                    |  |  |
|   |  |  |
|   |  |  |
| OR OFFICER, DO HEREBY SO                            | DLEMNLY SWEAR OR AFFIRM STATES AND OF THE STATE OF FL  |  |
| COMMUNITY DEVELOPMENT D<br>OR OFFICER, DO HEREBY SC |  | LIC FUNDS AS SUCH EMPLOYEE                                       |

**COMMUNITY DEVELOPMENT DISTRICT** 



#### **RESOLUTION 2025-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Coral Bay of Lee County Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lee County, Florida; and

**WHEREAS**, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 5, 2024, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

**WHEREAS,** the Board of Supervisors of the District, by means of this Resolution, desires to canvass the votes and declare and certify the results of said election.

### NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT:

<u>Section 1.</u> The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

| SEAT NUMBER | NAME OF SUPERVISOR | NUMBER OF VOTES |
|-------------|--------------------|-----------------|
| Seat 3      | No Nomination      | 0 Votes         |
| Seat 4      | Ted Gadoury        | 331 Votes       |
| Seat 5      | Chris Quarles      | 331 Votes       |

<u>Section 2.</u> In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following term of office:

| SEAT NUMBER | NAME OF SUPERVISOR | TERM OF OFFICE |
|-------------|--------------------|----------------|
| Seat 3      | No Nomination      | 2-Year Term    |
| Seat 4      | Ted Gadoury        | 4-Year Term    |
| Seat 5      | Chris Quarles      | 4-Year Term    |

PASSED AND ADOPTED this 4th day of June, 2025.

| Attest:                       | CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT |
|-------------------------------|--|
| Secretary/Assistant Secretary | Chair/Vice Chair, Board of Supervisors                 |

**COMMUNITY DEVELOPMENT DISTRICT** 

#### **RESOLUTION 2025-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 3 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(2)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Coral Bay of Lee County Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, on November 5, 2024, three (3) members were to be elected to the District Board of Supervisors (the "Board") as that term is defined in Section 190.006(2)(b), Florida Statutes; and

**WHEREAS**, the District published a notice in a newspaper of general circulation as prescribed in Florida law; and

**WHEREAS,** two (2) Supervisors were nominated for election by the Landowners of the District; and

**WHEREAS**, the seat for which there was no nomination shall hereby be declared vacant; and

**WHEREAS,** the term of office for said seat will expire November 2026. The term of office for the Supervisors will commence upon appointment; and

**WHEREAS,** the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seat available for election as vacant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1.** The following seat is hereby declared vacant effective as of November 5, 2024:

Seat #3 (currently held by Charles Marsala)

**SECTION 2.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 4th day of June, 2025.

| ATTEST:                       | CORAL BAY OF LEE COUNTY COMMUNITY      |  |  |  |
|-------------------------------|--|--|--|--|
|                               | DEVELOPMENT DISTRICT                   |  |  |  |
|                               |  |  |  |  |
|                               |  |  |  |  |
| Secretary/Assistant Secretary | Chair/Vice Chair, Board of Supervisors |  |  |  |

**COMMUNITY DEVELOPMENT DISTRICT** 

#### **NOTICE OF TENDER OF RESIGNATION**

To:

**Board of Supervisors** 

Coral Bay of Lee County Community Development District

Attn: District Manager

2300 Glades Road, Suite 410W Boca Raton, Florida 33431

From:

Christian Cotter

Printed Name

Date:

10/21/24

I hereby tender my resignation as a member of the Board of Supervisors of the *Coral Bay of Lee County Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and [\_\_] personally presented at a duly noticed meeting of the Board of Supervisors, [\_\_] scanned and electronically transmitted to <a href="mailto:gillyardd@whhassociates.com">gillyardd@whhassociates.com</a> or [\_\_] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Signature

**COMMUNITY DEVELOPMENT DISTRICT** 

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#### **RESOLUTION 2025-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Coral Bay of Lee County Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District's Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT THAT:

| 2025: | SECTION 1.   | The following is | syare elected as Officer(s) of the District effective June 4 |
|-------|--------------|------------------|--|
|       |              |                  | is elected Chair   |
|       |              |                  | is elected Vice Chair  |
|       |              |                  | is elected Assistant Secretary                               |
|       |              |                  | is elected Assistant Secretary                               |
|       |              |                  | is elected Assistant Secretary                               |
|       | SECTION 2.   | The following O  | fficer(s) shall be removed as Officer(s) as of June 4, 2025: |
|       | Christian Co | tter             | <u>Chair</u>   |

Craig Wrathell
is Assistant Secretary

Craig Wrathell
is Treasurer

Jeffrey Pinder
is Assistant Treasurer

PASSED AND ADOPTED THIS 4TH DAY OF JUNE, 2025.

ATTEST:

CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

Chair/Vice Chair, Board of Supervisors

SECTION 3. The following prior appointments by the Board remain unaffected by this

Resolution:

Secretary/Assistant Secretary

**COMMUNITY DEVELOPMENT DISTRICT** 

#### **RESOLUTION 2025-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Coral Bay of Lee County Community Development District ("District") prior to June 15, 2025, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"); and

**WHEREAS**, the Board has considered the Proposed Budget, and desires to set the required public hearing thereon;

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT:

- **1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- **2. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

| DATE: |            |
|-------|------------|
| HOUR: | 10:00 a.m. |

LOCATION: office of Banks Engineering

10511 Six Mile Cypress Parkway Fort Myers, Florida 33966

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Lee County at least 60 days prior to the hearing set above.
- **4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.
- **5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

- **6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
  - **7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 4TH DAY OF JUNE, 2025.

| ATTEST:                       | CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT |
|-------------------------------|--|
| Secretary/Assistant Secretary | Chair/Vice Chair, Board of Supervisors                 |
| E 1 11 11 A EV 2025 /2025 D   |  |

**Exhibit A:** FY 2025/2026 Proposed Budget

### **Exhibit A:** FY 2025/2026 Proposed Budget

## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2026

## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

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## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2026

|                                      | Fiscal Year 2025 |           |           |           |           |
|--------------------------------------|------------------|-----------|-----------|-----------|-----------|
|                                      | Adopted          | Actual    | Projected | Total     | Proposed  |
|                                      | Budget           | through   | through   | Actual &  | Budget    |
|                                      | FY 2025          | 3/31/2025 | 9/30/2025 | Projected | FY 2026   |
| REVENUES                             |                  |           |           |           |           |
| Assessment levy: on-roll - gross     | \$ 99,490        |           |           |           | \$ 99,494 |
| Allowable discounts (4%)             | (3,980)          |           |           |           | (3,980)   |
| Assessment levy: on-roll - net       | 95,510           | \$ 94,561 | \$ 949    | \$ 95,510 | 95,514    |
| Total revenues                       | 95,510           | 94,561    | 949       | 95,510    | 95,514    |
| EXPENDITURES                         |                  |           |           |           |           |
| Professional & administrative        |                  |           |           |           |           |
| Management/accounting/recording      | 48,000           | 24,000    | 24,000    | 48,000    | 48,000    |
| Legal                                | 10,000           | 1,113     | 8,887     | 10,000    | 10,000    |
| Engineering                          | 2,000            | -         | 2,000     | 2,000     | 2,000     |
| Audit*                               | 7,500            | -         | 7,500     | 7,500     | 7,500     |
| Arbitrage rebate calculation         | 1,500            | -         | 1,500     | 1,500     | 1,500     |
| Dissemination agent                  | 1,000            | 1,000     | 1,000     | 2,000     | 1,000     |
| Trustee                              | 8,500            | 4,246     | 4,254     | 8,500     | 8,500     |
| Telephone                            | 200              | 100       | 100       | 200       | 200       |
| Postage                              | 500              | 34        | 466       | 500       | 500       |
| Printing & binding                   | 500              | 250       | 250       | 500       | 500       |
| Legal advertising                    | 750              | 602       | 148       | 750       | 750       |
| Annual special district fee          | 175              | 175       | -         | 175       | 175       |
| Insurance                            | 5,720            | 5,408     | -         | 5,408     | 6,584     |
| Contingencies/bank charges           | 500              | 538       | -         | 538       | 500       |
| Website hosting & maintenance        | 705              | 705       | -         | 705       | 705       |
| Website ADA compliance               | 210              | -         | 210       | 210       | 210       |
| EMMA software services               | 1,000            | 1,000     | -         | 1,000     | 1,000     |
| Property appraiser and tax collector | 1,750            | 1,488     | 262       | 1,750     | 1,750     |
| Total expenditures                   | 90,510           | 40,659    | 50,577    | 91,236    | 91,374    |
| Excess/(deficiency) of revenues      |                  |           |           |           |           |
| over/(under) expenditures            | 5,000            | 53,902    | (49,628)  | 4,274     | 4,140     |
| Fund balance - beginning (unaudited) | 2,063            | 17,328    | 71,230    | 17,328    | 21,602    |
| Fund balance - ending                | \$ 7,063         | \$ 71,230 | \$ 21,602 | \$ 21,602 | \$ 25,742 |

## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

#### **EXPENDITURES**

| EXPENDITURES  Professional 8 administrative  |            |
|--|------------|
| Professional & administrative  Management/accounting/recording                           | \$ 48,000  |
| Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community              | ψ 40,000   |
| development districts by combining the knowledge, skills and experience of a team of     |            |
| professionals to ensure compliance with all of the District's governmental requirements. |            |
| WHA develops financing programs, administers the issuance of tax exempt bond             |            |
| financings, operates and maintains the assets of the community.                          |            |
| Legal  | 10,000     |
| General counsel and legal representation, which includes issues relating to public       | 10,000     |
| finance, public bidding, rulemaking, open meetings, public records, real property        |            |
| dedications, conveyances and contracts.  |            |
| Engineering  | 2,000      |
| The District's Engineer will provide construction and consulting services, to assist the | 2,000      |
| District in crafting sustainable solutions to address the long term interests of the     |            |
| community while recognizing the needs of government, the environment and                 |            |
| maintenance of the District's facilities.  |            |
| Audit  | 7,500      |
| Statutorily required for the District to undertake an independent examination of its     | 1,000      |
| books, records and accounting procedures.  |            |
| Arbitrage rebate calculation   | 1,500      |
| To ensure the District's compliance with all tax regulations, annual computations are    | ,,,,,,     |
| necessary to calculate the arbitrage rebate liability.                                   |            |
| Dissemination agent  | 1,000      |
| The District must annually disseminate financial information in order to comply with the | .,000      |
| requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell,        |            |
| Hunt & Associates serves as dissemination agent.   |            |
| Trustee  | 8,500      |
| Annual fee for the service provided by trustee, paying agent and registrar.              | 0,000      |
| Telephone  | 200        |
| Telephone and fax machine.   |            |
| Postage  | 500        |
| Mailing of agenda packages, overnight deliveries, correspondence, etc.                   |            |
| Printing & binding   | 500        |
| Letterhead, envelopes, copies, agenda packages   |            |
| Legal advertising  | 750        |
| The District advertises for monthly meetings, special meetings, public hearings, public  |            |
| bids, etc.   |            |
| Annual special district fee  | 175        |
| Annual fee paid to the Florida Department of Economic Opportunity.                       | 170        |
| Insurance  | 6,584      |
| The District will obtain public officials and general liability insurance.               | 0,304      |
| Contingencies/bank charges   | 500        |
| Bank charges and other miscellaneous expenses incurred during the year and               | 300        |
| automated AP routing etc.  |            |
| · ·  | 705        |
| Website hosting & maintenance Website ADA compliance                                     | 705<br>210 |
| EMMA software services   | 1,000      |
| Property appraiser and tax collector   | 1,750      |
| Total expenditures   | \$ 91,374  |
| rotal experiatales   | ψ 31,314   |

## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2022 FISCAL YEAR 2026

|   | Adopted      | Actual     | Projected  |    | Total    | Proposed  |
|---|--------------|------------|------------|----|----------|-----------|
|   | Budget       | through    | through    | P  | \ctual & | Budget    |
|   | FY 2025      | 3/31/2025  | 9/30/2025  | Р  | rojected | FY 2026   |
| REVENUES                                      |              |            |            |    |          |           |
| Assessment levy: on-roll                      | \$281,300    |            |            |    |          | \$281,300 |
| Allowable discounts (4%)                      | (11,252)     |            |            |    |          | (11,252)  |
| Net assessment levy - on-roll                 | 270,048      | \$ 265,274 | \$ 4,774   | \$ | 270,048  | 270,048   |
| Interest                                      |              | 4,435      |            |    | 4,435    |           |
| Total revenues                                | 270,048      | 269,709    | 4,774      |    | 274,483  | 270,048   |
|   |              |            |            |    |          |           |
| EXPENDITURES                                  |              |            |            |    |          |           |
| Debt service                                  |              |            |            |    |          |           |
| Principal                                     | 60,000       | -          | 60,000     |    | 60,000   | 65,000    |
| Interest                                      | 202,631      | 101,316    | 101,316    |    | 202,632  | 200,006   |
| Total expenditures                            | 262,631      | 101,316    | 161,316    |    | 262,632  | 265,006   |
|   |              |            |            |    |          |           |
| Excess/(deficiency) of revenues               |              |            |            |    |          |           |
| over/(under) expenditures                     | 7,417        | 168,393    | (156,542)  |    | 11,851   | 5,042     |
|   |              |            |            |    |          |           |
| Fund balance:                                 |              |            |            |    |          |           |
| Beginning fund balance (unaudited)            | 186,332      | 189,157    | 357,550    |    | 189,157  | 201,008   |
| Ending fund balance (projected)               | \$193,749    | \$357,550  | \$ 201,008 | \$ | 201,008  | 206,050   |
|   |              |            |            |    |          |           |
| Use of fund balance:                          |              |            |            |    |          |           |
| Debt service reserve account balance (requ    | ired)        |            |            |    |          | (66,105)  |
| Interest expense - November 1, 2026           |              |            |            |    |          | (98,581)  |
| Projected fund balance surplus/(deficit) as o | of September | 30, 2026   |            |    |          | \$ 41,364 |

## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT SERIES 2022 AMORTIZATION SCHEDULE

|          |            |             |            |                     | Bond         |
|----------|------------|-------------|------------|---------------------|--------------|
|          | Principal  | Coupon Rate | Interest   | <b>Debt Service</b> | Balance      |
| 11/01/25 |            |             | 100,003.13 | 100,003.13          | 3,670,000.00 |
| 05/01/26 | 65,000.00  | 4.375%      | 100,003.13 | 165,003.13          | 3,605,000.00 |
| 11/01/26 |            |             | 98,581.25  | 98,581.25           | 3,605,000.00 |
| 05/01/27 | 65,000.00  | 4.375%      | 98,581.25  | 163,581.25          | 3,540,000.00 |
| 11/01/27 |            |             | 97,159.38  | 97,159.38           | 3,540,000.00 |
| 05/01/28 | 70,000.00  | 4.750%      | 97,159.38  | 167,159.38          | 3,470,000.00 |
| 11/01/28 |            |             | 95,496.88  | 95,496.88           | 3,470,000.00 |
| 05/01/29 | 75,000.00  | 4.750%      | 95,496.88  | 170,496.88          | 3,395,000.00 |
| 11/01/29 |            |             | 93,715.63  | 93,715.63           | 3,395,000.00 |
| 05/01/30 | 75,000.00  | 4.750%      | 93,715.63  | 168,715.63          | 3,320,000.00 |
| 11/01/30 |            |             | 91,934.38  | 91,934.38           | 3,320,000.00 |
| 05/01/31 | 80,000.00  | 4.750%      | 91,934.38  | 171,934.38          | 3,240,000.00 |
| 11/01/31 |            |             | 90,034.38  | 90,034.38           | 3,240,000.00 |
| 05/01/32 | 85,000.00  | 4.750%      | 90,034.38  | 175,034.38          | 3,155,000.00 |
| 11/01/32 |            |             | 88,015.63  | 88,015.63           | 3,155,000.00 |
| 05/01/33 | 90,000.00  | 5.500%      | 88,015.63  | 178,015.63          | 3,065,000.00 |
| 11/01/33 |            |             | 85,540.63  | 85,540.63           | 3,065,000.00 |
| 05/01/34 | 95,000.00  | 5.500%      | 85,540.63  | 180,540.63          | 2,970,000.00 |
| 11/01/34 |            |             | 82,928.13  | 82,928.13           | 2,970,000.00 |
| 05/01/35 | 100,000.00 | 5.500%      | 82,928.13  | 182,928.13          | 2,870,000.00 |
| 11/01/35 |            |             | 80,178.13  | 80,178.13           | 2,870,000.00 |
| 05/01/36 | 105,000.00 | 5.500%      | 80,178.13  | 185,178.13          | 2,765,000.00 |
| 11/01/36 |            |             | 77,290.63  | 77,290.63           | 2,765,000.00 |
| 05/01/37 | 110,000.00 | 5.500%      | 77,290.63  | 187,290.63          | 2,655,000.00 |
| 11/01/37 |            |             | 74,265.63  | 74,265.63           | 2,655,000.00 |
| 05/01/38 | 115,000.00 | 5.500%      | 74,265.63  | 189,265.63          | 2,540,000.00 |
| 11/01/38 |            |             | 71,103.13  | 71,103.13           | 2,540,000.00 |
| 05/01/39 | 125,000.00 | 5.500%      | 71,103.13  | 196,103.13          | 2,415,000.00 |
| 11/01/39 |            |             | 67,665.63  | 67,665.63           | 2,415,000.00 |
| 05/01/40 | 130,000.00 | 5.500%      | 67,665.63  | 197,665.63          | 2,285,000.00 |
| 11/01/40 |            |             | 64,090.63  | 64,090.63           | 2,285,000.00 |
| 05/01/41 | 135,000.00 | 5.500%      | 64,090.63  | 199,090.63          | 2,150,000.00 |
| 11/01/41 |            |             | 60,378.13  | 60,378.13           | 2,150,000.00 |
| 05/01/42 | 145,000.00 | 5.500%      | 60,378.13  | 205,378.13          | 2,005,000.00 |
| 11/01/42 |            |             | 56,390.63  | 56,390.63           | 2,005,000.00 |
| 05/01/43 | 155,000.00 | 5.625%      | 56,390.63  | 211,390.63          | 1,850,000.00 |
| 11/01/43 |            |             | 52,031.25  | 52,031.25           | 1,850,000.00 |
| 05/01/44 | 165,000.00 | 5.625%      | 52,031.25  | 217,031.25          | 1,685,000.00 |
| 11/01/44 |            |             | 47,390.63  | 47,390.63           | 1,685,000.00 |
| 05/01/45 | 170,000.00 | 5.625%      | 47,390.63  | 217,390.63          | 1,515,000.00 |
| 11/01/45 |            |             | 42,609.38  | 42,609.38           | 1,515,000.00 |
| 05/01/46 | 180,000.00 | 5.625%      | 42,609.38  | 222,609.38          | 1,335,000.00 |
| 11/01/46 |            |             | 37,546.88  | 37,546.88           | 1,335,000.00 |
| 05/01/47 | 190,000.00 | 5.625%      | 37,546.88  | 227,546.88          | 1,145,000.00 |
| 11/01/47 |            |             | 32,203.13  | 32,203.13           | 1,145,000.00 |
| 05/01/48 | 205,000.00 | 5.625%      | 32,203.13  | 237,203.13          | 940,000.00   |
| 11/01/48 |            |             | 26,437.50  | 26,437.50           | 940,000.00   |
| 05/01/49 | 215,000.00 | 5.625%      | 26,437.50  | 241,437.50          | 725,000.00   |
|          |            |             |            |                     |              |

| Total    | 3,670,000.00 |        | 3,508,950.00 | 7,178,950.00 |            |
|----------|--------------|--------|--------------|--------------|------------|
| 11/01/52 |              |        |              |              |            |
| 05/01/52 | 255,000.00   | 5.625% | 7,171.88     | 262,171.88   | -          |
| 11/01/51 |              |        | 7,171.88     | 7,171.88     | 255,000.00 |
| 05/01/51 | 240,000.00   | 5.625% | 13,921.88    | 253,921.88   | 255,000.00 |
| 11/01/50 |              |        | 13,921.88    | 13,921.88    | 495,000.00 |
| 05/01/50 | 230,000.00   | 5.625% | 20,390.63    | 250,390.63   | 495,000.00 |
| 11/01/49 |              |        | 20,390.63    | 20,390.63    | 725,000.00 |
|          |              |        |              |              |            |

## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2022 FISCAL YEAR 2026

|  | Fiscal Year 2025 |             |           |            |    |           |           |
|--|------------------|-------------|-----------|------------|----|-----------|-----------|
|  |                  | Adopted     | Actual    | Projected  |    | Total     | Proposed  |
|  |                  | Budget      | through   | through    | ,  | Actual &  | Budget    |
|  | F                | Y 2025      | 3/31/2025 | 9/30/2025  | F  | Projected | FY 2026   |
| REVENUES                                       |                  |             |           |            |    |           |           |
| Assessment levy: on-roll                       | \$               | 414,840     |           |            |    |           | \$414,840 |
| Allowable discounts (4%)                       |                  | (16,594)    |           |            |    |           | (16,594)  |
| Net assessment levy - on-roll                  |                  | 398,246     | \$389,902 | \$ 8,344   | \$ | 398,246   | 398,246   |
| Interest                                       |                  | <u>-</u>    | 7,667     |            |    | 7,667     |           |
| Total revenues                                 |                  | 398,246     | 397,569   | 8,344      |    | 405,913   | 398,246   |
|  |                  |             |           |            |    |           |           |
| EXPENDITURES                                   |                  |             |           |            |    |           |           |
| Debt service                                   |                  |             |           |            |    |           |           |
| Principal                                      |                  | 85,000      | -         | 85,000     |    | 85,000    | 85,000    |
| Interest                                       |                  | 264,620     | 111,464   | 153,156    |    | 264,620   | 302,318   |
| Cost of issuance                               |                  |             | 33,060    |            |    | 33,060    |           |
| Total expenditures                             |                  | 349,620     | 144,524   | 238,156    |    | 382,680   | 387,318   |
|  |                  |             |           |            |    |           |           |
| Excess/(deficiency) of revenues                |                  |             |           |            |    |           |           |
| over/(under) expenditures                      |                  | 48,626      | 253,045   | (229,812)  |    | 23,233    | 10,928    |
|  |                  |             |           |            |    |           |           |
| Fund balance:                                  |                  |             |           |            |    |           |           |
| Beginning fund balance (unaudited)             |                  | 306,439     | 342,903   | 595,948    |    | 342,903   | 366,136   |
| Ending fund balance (projected)                | \$               | 355,065     | \$595,948 | \$ 366,136 | \$ | 366,136   | 377,064   |
|  |                  |             |           |            |    |           |           |
| Use of fund balance:                           |                  |             |           |            |    |           |           |
| Debt service reserve account balance (requ     | ıired)           |             |           |            |    |           | (194,975) |
| Interest expense - November 1, 2026            |                  |             |           |            |    |           | (149,161) |
| Projected fund balance surplus/(deficit) as of | of Se            | ptember 30, | 2026      |            |    |           | \$ 32,928 |

## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT SERIES 2024 AMORTIZATION SCHEDULE

|          |            |             |            |                     | Bond         |
|----------|------------|-------------|------------|---------------------|--------------|
|          | Principal  | Coupon Rate | Interest   | <b>Debt Service</b> | Balance      |
| 11/01/25 |            |             | 151,158.75 | 151,158.75          | 5,650,000.00 |
| 05/01/26 | 85,000.00  | 4.700%      | 151,158.75 | 236,158.75          | 5,565,000.00 |
| 11/01/26 |            |             | 149,161.25 | 149,161.25          | 5,565,000.00 |
| 05/01/27 | 90,000.00  | 4.700%      | 149,161.25 | 239,161.25          | 5,475,000.00 |
| 11/01/27 |            |             | 147,046.25 | 147,046.25          | 5,475,000.00 |
| 05/01/28 | 95,000.00  | 4.700%      | 147,046.25 | 242,046.25          | 5,380,000.00 |
| 11/01/28 |            |             | 144,813.75 | 144,813.75          | 5,380,000.00 |
| 05/01/29 | 100,000.00 | 4.700%      | 144,813.75 | 244,813.75          | 5,280,000.00 |
| 11/01/29 |            |             | 142,463.75 | 142,463.75          | 5,280,000.00 |
| 05/01/30 | 105,000.00 | 4.700%      | 142,463.75 | 247,463.75          | 5,175,000.00 |
| 11/01/30 |            |             | 139,996.25 | 139,996.25          | 5,175,000.00 |
| 05/01/31 | 110,000.00 | 4.700%      | 139,996.25 | 249,996.25          | 5,065,000.00 |
| 11/01/31 |            |             | 137,411.25 | 137,411.25          | 5,065,000.00 |
| 05/01/32 | 115,000.00 | 5.250%      | 137,411.25 | 252,411.25          | 4,950,000.00 |
| 11/01/32 |            |             | 134,392.50 | 134,392.50          | 4,950,000.00 |
| 05/01/33 | 120,000.00 | 5.250%      | 134,392.50 | 254,392.50          | 4,830,000.00 |
| 11/01/33 |            |             | 131,242.50 | 131,242.50          | 4,830,000.00 |
| 05/01/34 | 130,000.00 | 5.250%      | 131,242.50 | 261,242.50          | 4,700,000.00 |
| 11/01/34 |            |             | 127,830.00 | 127,830.00          | 4,700,000.00 |
| 05/01/35 | 135,000.00 | 5.250%      | 127,830.00 | 262,830.00          | 4,565,000.00 |
| 11/01/35 |            |             | 124,286.25 | 124,286.25          | 4,565,000.00 |
| 05/01/36 | 145,000.00 | 5.250%      | 124,286.25 | 269,286.25          | 4,420,000.00 |
| 11/01/36 |            |             | 120,480.00 | 120,480.00          | 4,420,000.00 |
| 05/01/37 | 150,000.00 | 5.250%      | 120,480.00 | 270,480.00          | 4,270,000.00 |
| 11/01/37 |            |             | 116,542.50 | 116,542.50          | 4,270,000.00 |
| 05/01/38 | 160,000.00 | 5.250%      | 116,542.50 | 276,542.50          | 4,110,000.00 |
| 11/01/38 |            |             | 112,342.50 | 112,342.50          | 4,110,000.00 |
| 05/01/39 | 165,000.00 | 5.250%      | 112,342.50 | 277,342.50          | 3,945,000.00 |
| 11/01/39 |            |             | 108,011.25 | 108,011.25          | 3,945,000.00 |
| 05/01/40 | 175,000.00 | 5.250%      | 108,011.25 | 283,011.25          | 3,770,000.00 |
| 11/01/40 |            |             | 103,417.50 | 103,417.50          | 3,770,000.00 |
| 05/01/41 | 185,000.00 | 5.250%      | 103,417.50 | 288,417.50          | 3,585,000.00 |
| 11/01/41 |            |             | 98,561.25  | 98,561.25           | 3,585,000.00 |
| 05/01/42 | 195,000.00 | 5.250%      | 98,561.25  | 293,561.25          | 3,390,000.00 |
| 11/01/42 |            |             | 93,442.50  | 93,442.50           | 3,390,000.00 |
| 05/01/43 | 205,000.00 | 5.250%      | 93,442.50  | 298,442.50          | 3,185,000.00 |
| 11/01/43 |            |             | 88,061.25  | 88,061.25           | 3,185,000.00 |
| 05/01/44 | 215,000.00 | 5.250%      | 88,061.25  | 303,061.25          | 2,970,000.00 |
| 11/01/44 |            |             | 82,417.50  | 82,417.50           | 2,970,000.00 |
| 05/01/45 | 230,000.00 | 5.550%      | 82,417.50  | 312,417.50          | 2,740,000.00 |
| 11/01/45 |            |             | 76,035.00  | 76,035.00           | 2,740,000.00 |
| 05/01/46 | 240,000.00 | 5.550%      | 76,035.00  | 316,035.00          | 2,500,000.00 |
| 11/01/46 |            |             | 69,375.00  | 69,375.00           | 2,500,000.00 |
| 05/01/47 | 255,000.00 | 5.550%      | 69,375.00  | 324,375.00          | 2,245,000.00 |
| 11/01/47 |            |             | 62,298.75  | 62,298.75           | 2,245,000.00 |
| 05/01/48 | 270,000.00 | 5.550%      | 62,298.75  | 332,298.75          | 1,975,000.00 |
| 11/01/48 | 005 005 55 | = ====:     | 54,806.25  | 54,806.25           | 1,975,000.00 |
| 05/01/49 | 285,000.00 | 5.550%      | 54,806.25  | 339,806.25          | 1,690,000.00 |

| Total    | 5,650,000.00 |        | 5,722,840.00 | 11,372,840.00 |              |
|----------|--------------|--------|--------------|---------------|--------------|
| 05/01/54 | 375,000.00   | 5.550% | 10,406.25    | 385,406.25    | -            |
| 11/01/53 |              |        | 10,406.25    | 10,406.25     | 375,000.00   |
| 05/01/53 | 355,000.00   | 5.550% | 20,257.50    | 375,257.50    | 375,000.00   |
| 11/01/52 |              |        | 20,257.50    | 20,257.50     | 730,000.00   |
| 05/01/52 | 340,000.00   | 5.550% | 29,692.50    | 369,692.50    | 730,000.00   |
| 11/01/51 |              |        | 29,692.50    | 29,692.50     | 1,070,000.00 |
| 05/01/51 | 320,000.00   | 5.550% | 38,572.50    | 358,572.50    | 1,070,000.00 |
| 11/01/50 |              |        | 38,572.50    | 38,572.50     | 1,390,000.00 |
| 05/01/50 | 300,000.00   | 5.550% | 46,897.50    | 346,897.50    | 1,390,000.00 |
| 11/01/49 |              |        | 46,897.50    | 46,897.50     | 1,690,000.00 |
|          |              |        |              |               |              |

## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON PROJECTED FISCAL YEAR 2026 ASSESSMENTS

| On-roll Assessments |            |          |                                       |          |  |    |          |  |          |
|---------------------|------------|----------|---------------------------------------|----------|--|----|----------|--|----------|
| Product/Parcel      | Units      | Ass      | FY 2026 O&M<br>Assessment<br>per Unit |          | FY 2026 DS FY 2026 Total Assessment Assessment per Unit per Unit |    | As       | FY 2025<br>Total<br>sessment<br>per Unit |          |
|                     |            | <u> </u> | 0. 0                                  | per onit |  |    | por onic |  | por orne |
| Assessment Area     | <u>One</u> |          |                                       |          |  |    |          |  |          |
| SF 40'              | 71         | \$       | 189.87                                | \$       | 1,190.69   | \$ | 1,380.56 | \$                                       | 1,380.56 |
| SF 50'              | 107        |          | 189.87                                |          | 1,488.36   |    | 1,678.23 |  | 1,678.23 |
| SF 60'              | 21         |          | 189.87                                |          | 1,786.03   |    | 1,975.90 |  | 1,975.90 |
| Total               | 199        |          |                                       |          |  |    |          |  |          |

### On-Roll Assessments

| Product/Parcel   | Units    | Ass | 2026 O&M<br>sessment<br>er Unit | As | / 2026 DS<br>sessment<br>per Unit | As | 2026 Total<br>sessment<br>per Unit | Ass | Y 2025<br>Total<br>sessment<br>er Unit |
|------------------|----------|-----|---------------------------------|----|-----------------------------------|----|------------------------------------|-----|--|
| Future Assessmen | nt Areas |     | _                               |    |                                   |    | _                                  |     | _                                      |
| SF 40'           | 237      | \$  | 189.87                          | \$ | 1,190.36                          | \$ | 1,380.23                           | \$  | 166.91                                 |
| SF 50'           | 82       |     | 189.87                          |    | 1,487.95                          |    | 1,677.82                           |     | 166.91                                 |
| SF 60'           | 6        |     | 189.87                          |    | 1,785.54                          |    | 1,975.41                           |     | 166.91                                 |
| Total            | 325      |     |                                 |    |                                   |    |                                    |     |  |

**COMMUNITY DEVELOPMENT DISTRICT** 

11

#### **RESOLUTION 2025-05**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the Coral Bay of Lee County Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Lee County, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 annual meeting schedule attached as **Exhibit A**.

### NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1**. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of June, 2025.

| ATTEST:                       | CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT |
|-------------------------------|--|
|                               |  |
| Secretary/Assistant Secretary | Chair/Vice Chair, Board of Supervisors                 |

#### Exhibit A

### CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

### **BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE**

#### **LOCATION**

office of Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966

| DATE               | POTENTIAL DISCUSSION/FOCUS | TIME       |
|--------------------|----------------------------|------------|
|                    |                            |            |
| October 23, 2025   | Regular Meeting            | 10:00 AM   |
|                    |                            |            |
| November, 2025*    | Regular Meeting            | 10:00 AM   |
| -                  |                            |            |
| December, 2025**   | Regular Meeting            | 10:00 AM   |
| January 22, 2026   | Pagular Monting            | 10:00 AM   |
| January 22, 2026   | Regular Meeting            | 10.00 AIVI |
| February 26, 2026  | Regular Meeting            | 10:00 AM   |
|                    |                            |            |
| March 26, 2026     | Regular Meeting            | 10:00 AM   |
|                    |                            |            |
| April 23, 2026     | Regular Meeting            | 10:00 AM   |
|                    |                            |            |
| May 28, 2026       | Regular Meeting            | 10:00 AM   |
|                    |                            | 40.00.00   |
| June 25, 2026      | Regular Meeting            | 10:00 AM   |
| July 23, 2026      | Regular Meeting            | 10:00 AM   |
| July 23, 2020      | Negulai Meetilig           | TO.OO AIVI |
| August 27, 2026    | Regular Meeting            | 10:00 AM   |
| ,                  | 5                          |            |
| September 24, 2026 | Regular Meeting            | 10:00 AM   |
|                    |                            |            |

### Exception(s)

<sup>\*</sup>The November meeting date is on the Thanksgiving Day holiday.

<sup>\*\*</sup>The December meeting date is on the Christmas Day holiday.

**COMMUNITY DEVELOPMENT DISTRICT** 

12

#### **RESOLUTION 2025-06**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Coral Bay of Lee County Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT THAT:

- 1. **RECITALS.** The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of June, 2025.

| ATTEST:                       | CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT |
|-------------------------------|--|
|                               |  |
| Secretary/Assistant Secretary | Chair/Vice Chair, Board of Supervisors                 |

<u>Exhibit A</u> Statewide Mutual Aid Agreement





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

#### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

#### ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

#### ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

#### ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





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Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> SharePoint site<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

#### ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

<sup>&</sup>lt;sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D068 6%7D





Ron DeSantis, Governor

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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

#### ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

#### **ARTICLE VII: REIMBURSEMENT**

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the <u>Division approved documents SharePoint site</u> as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance:
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### **ARTICLE IX: INSURANCE**

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

#### ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

#### ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required <u>FDEM forms</u> for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A COUNTY

| STATE OF FLORIDA<br>DIVISION OF EMERGENCY MANAGEMENT                          |  |
|---|--|
| By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee | Date:  |
| ATTEST:<br>CLERK OF THE CIRCUIT COURT   | BOARD OF COUNTY COMMISSIONERS OFCOUNTY, STATE OF FLORIDA |
| By: Clerk or Deputy Clerk   | By:  |
|   | Date:Approved as to Form:                                |
|   | By: County Attorney                                      |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A CITY

| STATE OF FLORIDA<br>DIVISION OF EMERGENCY MANAGEMENT                          |                         |
|---|-------------------------|
| By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee | Date:                   |
| ATTEST:<br>CITY CLERK   | CITY OFSTATE OF FLORIDA |
| By:   | Ву:                     |
| Title:  | Title:                  |
|   | Date:                   |
|   | Approved as to Form:    |
|   | Ву:                     |
|   | City Attorney           |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

| STATE OF FLORIDA<br>DIVISION OF EMERGENCY MANAGEMENT                     |                      |
|--|----------------------|
| By:  | Date:                |
| Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee |                      |
|  |                      |
|  |                      |
| COUNTY SHERIFF'S OFFICE, STATE OF FL                                     | LORIDA               |
| By:  | By:                  |
| Title:   | Title:               |
|  | Date:                |
|  | Approved as to Form: |
|  | By:                  |
|  | Attorney for Entity  |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

| STATE OF FLORIDA<br>DIVISION OF EMERGENCY MANAGEMENT                        |                         |
|---|-------------------------|
| By:   | Date:                   |
| Kevin Guthrie, Executive Director or<br>Ian Guidicelli, Authorized Designee |                         |
|   |                         |
|   | TDIOT OTATE OF SLODIDA  |
| COUNTY OR CITY FIRE DEPARTMENT/DIS  | TRICT, STATE OF FLORIDA |
| By:   | By:                     |
| Title:  | Title:                  |
|   | Date:                   |
|   | Approved as to Form:    |
|   | Ву:                     |
|   | Attorney for Entity     |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY AN EDUCATIONAL DISTRICT

| STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMEN                         | Т                                 |
|--|-----------------------------------|
| By:  | Date:                             |
| Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee |                                   |
|  | SCHOOL DISTRICT, STATE OF FLORIDA |
| By:  | By:                               |
| Title:   | Title:                            |
|  | Date:                             |
|  | Approved as to Form:              |
|  | Ву:                               |
|  | Attorney for District             |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

| STATE OF FLORIDA<br>DIVISION OF EMERGENCY MANAGEMENT                          |   |
|---|---|
| By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee | Date:   |
| ATTEST:   | BOARD OF TRUSTEES OF STATE COLLEGE, COMMUNITY COLLEGE, or STATE OF FLORIDA  BOARD OF TRUSTEES OF UNIVERISTY, STATE OF FLORIDA |
| By:   | By: Chairman  Date: Approved as to Form:  By: Attorney for Board  |
|   | By:   |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A SPECIAL DISTRICT

| STATE OF FLORIDA<br>DIVISION OF EMERGENCY MANAGEMENT                          |                                    |
|---|------------------------------------|
| By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee | Date:                              |
|   | SPECIAL DISTRICT, STATE OF FLORIDA |
| By:   | By:                                |
| Title:  | Title:                             |
|   | Date:                              |
|   | Approved as to Form:               |
|   | Ву:                                |
|   | Attorney for District              |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY AN AUTHORITY

| STATE OF FLORIDA<br>DIVISION OF EMERGENCY MANAGEMENT                     |                                  |
|--|----------------------------------|
| By:  | Date:                            |
| Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee |                                  |
|  |                                  |
|  |                                  |
| ATTEST:  | BOARD OF TRUSTEES OF_ AUTHORITY, |
|  | STATE OF FLORIDA                 |
| By:  | By:                              |
| Clerk  | Chairman                         |
|  | Date:                            |
|  | Approved as to Form:             |
|  | By:                              |
|  | Attorney for Board               |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A NATIVE AMERICAN TRIBE

| STATE OF FLORIDA<br>DIVISION OF EMERGENCY MANAGEMENT                          |  |
|---|--|
| By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee | Date:                                  |
| ATTEST:   | TRIBAL COUNCIL OF THE TRIBE OF FLORIDA |
| By: Council Clerk   | By:Chairman                            |
|   | Date:                                  |
|   | Approved as to Form:                   |
|   | By:                                    |
|   | Attorney for Council                   |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

#### FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

| STATE OF FLORIDA<br>DIVISION OF EMERGENCY MANAGEMENT                          |                         |
|---|-------------------------|
| By:  Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee | Date:                   |
|   |                         |
| CORAL BAY OF LEE COUNT COMMUNITY DEVELOPMENT DISTRICT, ST                     |                         |
| By:   | By:                     |
| Title:  | Title:                  |
|   | Date: <b>06/04/2025</b> |
|   | Approved as to Form:    |
|   | By:                     |
|   | Attorney for District   |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

| RESOLUTION NO   |
|---|
|   |
| WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and   |
| WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and   |
| WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and  |
| NOW, THEREFORE, be it resolved by   |
|   |
| maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.   |
| maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.   |
| maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:  |
| maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.   |
| maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:  |
| maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:  |
| maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:  DATE:  I certify that the foregoing is an accurate copy of the Resolution adopted by    |
| maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:  DATE:  I certify that the foregoing is an accurate copy of the Resolution adopted by on |
| maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.  ADOPTED BY:  |





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

| eimbursement process requirements. | ess to the DEMES Mutual Ald System for FDEN |
|------------------------------------|---|
|                                    |   |
|                                    |   |
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|                                    |   |
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# CORAL BAY OF LEE COUNTY

**COMMUNITY DEVELOPMENT DISTRICT** 

# UNAUDITED FINANCIAL STATEMENTS

CORAL BAY OF LEE COUNTY
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025

## CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS APRIL 30, 2025

|  | General<br>Fund | Debt<br>Service<br>Fund 2022 | Debt<br>Service<br>Fund 2024 | Capital<br>Projects<br>Fund 2022 | Capital<br>Projects<br>Fund 2024 | Total<br>Governmental<br>Funds |  |  |
|--|-----------------|------------------------------|------------------------------|----------------------------------|----------------------------------|--------------------------------|--|--|
| ASSETS   |                 |                              |                              |                                  |                                  |                                |  |  |
| Cash   | \$ 81,227       | \$ -                         | \$ -                         | \$ -                             | \$ -                             | \$ 81,227                      |  |  |
| Investments                                      |                 |                              |                              |                                  |                                  |                                |  |  |
| Revenue  | -               | 299,475                      | 400,413                      | -                                | -                                | 699,888                        |  |  |
| Reserve  | -               | 66,105                       | 194,975                      | -                                | -                                | 261,080                        |  |  |
| Interest   | -               | -                            | 2,000                        | -                                | -                                | 2,000                          |  |  |
| Construction                                     | -               | -                            | -                            | 126                              | 1,640,711                        | 1,640,837                      |  |  |
| Cost of issuance                                 | -               | -                            | 549                          | -                                | -                                | 549                            |  |  |
| Due from general fund                            | -               | 3,003                        | 4,429                        | -                                | -                                | 7,432                          |  |  |
| Total assets                                     | \$ 81,227       | \$ 368,583                   | \$ 602,366                   | \$ 126                           | \$ 1,640,711                     | \$ 2,693,013                   |  |  |
| LIABILITIES AND FUND BALANCES                    |                 |                              |                              |                                  |                                  |                                |  |  |
| Liabilities:                                     |                 |                              |                              |                                  |                                  |                                |  |  |
| Due to Landowner                                 | -               | 6,816                        | -                            | -                                | -                                | 6,816                          |  |  |
| Due to debt service fund 2022                    | 3,003           | -                            | -                            | -                                | -                                | 3,003                          |  |  |
| Due to debt service fund 2024                    | 4,429           | -                            | -                            | -                                | -                                | 4,429                          |  |  |
| Accrued contracts payable*                       | -               | -                            | -                            | 162,099                          | -                                | 162,099                        |  |  |
| Landowner advance                                | 6,000           | -                            | -                            | -                                | -                                | 6,000                          |  |  |
| Total liabilities                                | 13,432          | 6,816                        | -                            | 162,099                          |                                  | 182,347                        |  |  |
| Fund balances:                                   |                 |                              |                              |                                  |                                  |                                |  |  |
| Restricted                                       |                 |                              |                              |                                  |                                  |                                |  |  |
| Debt service                                     | -               | 361,767                      | 602,366                      | -                                | 1,640,711                        | 2,604,844                      |  |  |
| Capital projects                                 | -               | -                            | -                            | (161,973)                        | -                                | (161,973)                      |  |  |
| Unassigned                                       | 67,795          | _                            | _                            | -                                | _                                | 67,795                         |  |  |
| Total fund balances                              | 67,795          | 361,767                      | 602,366                      | (161,973)                        | 1,640,711                        | 2,510,666                      |  |  |
| Total liabilities, deferred inflows of resources |                 |                              |                              |                                  |                                  |                                |  |  |
| and fund balances                                | \$ 81,227       | \$ 368,583                   | \$ 602,366                   | \$ 126                           | \$ 1,640,711                     | \$ 2,693,013                   |  |  |
| *This will be paid from a future bond issuance   |                 |                              |                              | $\dot{-}$                        | Ψ 1,040,711                      | Ψ 2,030,013                    |  |  |

<sup>\*</sup>This will be paid from a future bond issuance or if additional monies come available for use.

# CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED APRIL 30, 2025

|                                     | Current<br>Month | Year to<br>Date | Budget    | % of<br>Budget |  |
|-------------------------------------|------------------|-----------------|-----------|----------------|--|
| REVENUES                            |                  |                 |           |                |  |
| Assessment levy: on-roll - net      | \$ 1,062         | \$ 95,623       | \$ 95,510 | 100%           |  |
| Total revenues                      | 1,062            | 95,623          | 95,510    | 100%           |  |
| EXPENDITURES                        |                  |                 |           |                |  |
| Professional & administrative       |                  |                 |           |                |  |
| Management/accounting/recording     | 4,000            | 28,000          | 48,000    | 58%            |  |
| Legal                               | 168              | 1,281           | 10,000    | 13%            |  |
| Engineering                         | -                | -               | 2,000     | 0%             |  |
| Audit                               | -                | -               | 7,500     | 0%             |  |
| Arbitrage rebate calculation        | -                | <del>-</del>    | 1,500     | 0%             |  |
| Dissemination agent                 | 167              | 1,167           | 1,000     | 117%           |  |
| Trustee                             | -                | 4,246           | 8,500     | 50%            |  |
| Telephone                           | 17               | 117             | 200       | 59%            |  |
| Postage                             | 12               | 46              | 500       | 9%             |  |
| Printing & binding                  | 42               | 292             | 500       | 58%            |  |
| Legal advertising                   | -                | 602             | 750       | 80%            |  |
| Annual special district fee         | -                | 175             | 175       | 100%           |  |
| Insurance                           | -                | 5,408           | 5,720     | 95%            |  |
| Contingencies/bank charges          | 90               | 629             | 500       | 126%           |  |
| Website hosting & maintenance       | -                | 705             | 705       | 100%           |  |
| Website ADA compliance              | -                | -               | 210       | 0%             |  |
| EMMA software service               |                  | 1,000           | 1,000     | 100%           |  |
| Total professional & administrative | 4,496            | 43,668          | 88,760    | 49%            |  |
| Other fees & charges                |                  |                 |           |                |  |
| Property appraiser & tax collector  | <u> </u>         | 1,488           | 1,750     | 85%            |  |
| Total other fees & charges          | <u> </u>         | 1,488           | 1,750     | 85%            |  |
| Total expenditures                  | 4,496            | 45,156          | 90,510    | 50%            |  |
| Excess/(deficiency) of revenues     |                  |                 |           |                |  |
| over/(under) expenditures           | (3,434)          | 50,467          | 5,000     |                |  |
| Fund balances - beginning           | 71,229           | 17,328          | 2,063     |                |  |
| Fund balances - ending              | \$ 67,795        | \$ 67,795       | \$ 7,063  |                |  |

# CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2022 FOR THE PERIOD ENDED APRIL 30, 2025

|                                 | Current<br>Month | Year To<br>Date |            |        |
|---------------------------------|------------------|-----------------|------------|--------|
| REVENUES                        |                  |                 |            | Budget |
| Special assessment - on roll    | \$ 3,003         | \$ 268,278      | \$ 270,048 | 99%    |
| Interest                        | 1,213            | 5,648           | -          | N/A    |
| Total revenues                  | 4,216            | 273,926         | 270,048    | 101%   |
| EXPENDITURES                    |                  |                 |            |        |
| Principal                       | -                | _               | 60,000     | 0%     |
| Interest                        | -                | 101,316         | 202,631    | 50%    |
| Total debt service              |                  | 101,316         | 262,631    | 39%    |
| Excess/(deficiency) of revenues |                  |                 |            |        |
| over/(under) expenditures       | 4,216            | 172,610         | 7,417      |        |
| Net change in fund balances     | 4,216            | 172,610         | 7,417      |        |
| Fund balances - beginning       | 357,551          | 189,157         | 186,332    |        |
| Fund balances - ending          | \$ 361,767       | \$ 361,767      | \$ 193,749 |        |

# CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2024 FOR THE PERIOD ENDED APRIL 30, 2025

|                                 | Current Year<br>Month to Date |               | Budget     | % of<br>Budget |
|---------------------------------|-------------------------------|---------------|------------|----------------|
| REVENUES                        |                               |               |            |                |
| Assessment levy: on-roll - net  | \$ 4,4                        | 29 \$ 394,331 | \$ 398,246 | 99%            |
| Interest                        | 1,9                           | 88 9,656      | -          | N/A            |
| Total revenues                  | 6,4                           | 17 403,987    | 398,246    | 101%           |
| EXPENDITURES                    |                               |               |            |                |
| Principal                       |                               |               | 85,000     | 0%             |
| Interest                        |                               | - 111,464     | 264,620    | 42%            |
| Cost of issuance                |                               | - 33,060      | -          | N/A            |
| Total expenditures              |                               | - 144,524     | 349,620    | 41%            |
| Excess/(deficiency) of revenues |                               |               |            |                |
| over/(under) expenditures       | 6,4                           | 17 259,463    | 48,626     |                |
| Net change in fund balances     | 6,4                           | 17 259,463    | 48,626     |                |
| Fund balance - beginning        | 595,9                         | 49 342,903    | 306,439    |                |
| Fund balance - ending           | \$ 602,3                      | 66 \$ 602,366 | \$ 355,065 |                |
|                                 |                               |               |            |                |

# CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2022 FOR THE PERIOD ENDED APRIL 30, 2025

|                                       | <br>Current<br>Month | Year to<br>Date |
|---------------------------------------|----------------------|-----------------|
| REVENUES                              |                      |                 |
| Interest                              | \$<br>               | \$<br>2         |
| Total revenues                        |                      | 2               |
| EXPENDITURES                          |                      |                 |
| Total expenditures                    | <br>                 | <br>            |
| Excess/(deficiency) of revenues       |                      |                 |
| over/(under) expenditures             | -                    | 2               |
| Net increase/(decrease), fund balance | -                    | 2               |
| Beginning fund balance                | <br>(161,973)        | <br>(161,975)   |
| Ending fund balance                   | \$<br>(161,973)      | \$<br>(161,973) |

# CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2024 FOR THE PERIOD ENDED APRIL 30, 2025

|  | Current<br>Month |                                 | Year To<br>Date |                                  |
|--|------------------|---------------------------------|-----------------|----------------------------------|
| REVENUES<br>Interest   | Ф.               | 5.405                           | •               | 20.914                           |
| Total revenues   | \$               | 5,495<br>5,495                  | <u>\$</u>       | 39,814<br>39,814                 |
| EXPENDITURES  Total expenditures   |                  | <u>-</u>                        |                 |                                  |
| Excess/(deficiency) of revenues over/(under) expenditures                          |                  | 5,495                           |                 | 39,814                           |
| Net change in fund balances<br>Fund balances - beginning<br>Fund balances - ending | \$               | 5,495<br>1,635,216<br>1,640,711 | \$              | 39,814<br>1,600,897<br>1,640,711 |

# CORAL BAY OF LEE COUNTY

**COMMUNITY DEVELOPMENT DISTRICT** 

## MINUTES A

#### **DRAFT**

|          |  | DRAFI   |  |  |  |
|----------|--|---|--|--|--|
| 1        | MINUT  | TES OF MEETING                                |  |  |  |
| 2        | CORAL BAY OF LEE COUNTY  |   |  |  |  |
| 3        | COMMUNITY DEVELOPMENT DISTRICT   |   |  |  |  |
| 4        |  |   |  |  |  |
| 5        | The Board of Supervisors of the O  | Coral Bay of Lee County Community Development |  |  |  |
| 6        | District held Public Hearings and a Regular Meeting on August 22, 2024 at 10:00 a.m., at the   |   |  |  |  |
| 7        | office of Banks Engineering, 10511 Six Mile  | Cypress Parkway, Fort Myers, Florida 33966.   |  |  |  |
| 8        |  |   |  |  |  |
| 9        | Present:   |   |  |  |  |
| 10       |  |   |  |  |  |
| 11       | Christian Cotter   | Chair   |  |  |  |
| 12       | Ted Gadoury  | Assistant Secretary                           |  |  |  |
| 13       | Chris Quarles  | Assistant Secretary                           |  |  |  |
| 14       | Charles Marsala  | Assistant Secretary                           |  |  |  |
| 15       |  |   |  |  |  |
| 16       | Also present:  |   |  |  |  |
| 17       |  |   |  |  |  |
| 18       | Chuck Adams  | District Manager                              |  |  |  |
| 19       | Ashley Ligas (via telephone)   | District Counsel                              |  |  |  |
| 20       | Jay Gaines (via telephone)   | Berger, Toombs, Elam, Gaines & Frank          |  |  |  |
| 21       | Members of the Public  | <b>5</b> , , ,                                |  |  |  |
| 22       |  |   |  |  |  |
| 23       |  |   |  |  |  |
| 24       | FIRST ORDER OF BUSINESS  | Call to Order/Roll Call                       |  |  |  |
| 25       | THIST CREEK OF BOSINESS  | can to oracly non can                         |  |  |  |
| 26       | Mr. Adams called the meeting to order at 10:00 a.m.  |   |  |  |  |
| 27       | Supervisors Cotter, Gadoury and Quarles were present. Supervisor Moulton was not               |   |  |  |  |
| 28       | present. One seat was vacant.  |   |  |  |  |
| 29       |  |   |  |  |  |
| 30<br>31 | SECOND ORDER OF BUSINESS   | Public Comments                               |  |  |  |
| 32       | A member of the public voiced support for the construction progress at the Amenity.            |   |  |  |  |
| 33       | A member of the public complained about landscaping crews not treating weeds when              |   |  |  |  |
| 34       | they mow. Mr. Cotter suggested that the resident inform him or the HOA Manager in these        |   |  |  |  |
| 35       | situations. The member of the public voiced her opinion that construction workers contribute   |   |  |  |  |
| 36       | to trash and construction debris around the ponds, including shingles and papers flying in the |   |  |  |  |
| 37       | air.   |   |  |  |  |
| 38       | A member of the public discussed his observations and expressed concern about                  |   |  |  |  |
| 39       | construction delays and inefficiency at the Amenity Center. He complained that he was not      |   |  |  |  |

informed about today's meeting by letter or email. He learned about the meeting on Facebook and stated that he has been without internet for three days. He expressed concern about a potential increase of HOA dues and asked if anything will be done to improve communication.

Mr. Adams stated this is a Community Development District meeting and pertains only to CDD matters. The HOA is a different entity and is the actual managing entity on the property. The CDD owns basic infrastructure, including the stormwater ponds, interconnecting pipes, control structures and some of the perimeter improvements, but the CDD assigned maintenance of the improvements to the HOA so that residents can have one on-site point of contact. The CDD does not have anything to do with the Amenity Center.

A member of the public stated that there is no active management on site.

Mr. Cotter stated that is correct and noted that the HOA Manager manages several communities. He stated the HOA is going through the budgeting process and, at this time, it is unknown whether HOA dues will increase or decrease.

A member of the public expressed support for holding meetings at a more convenient time for residents and asked if anything will be done to improve communications.

Mr. Adams stated the CDD has a website, which has CDD information and documents. The website www.coralbayofleecountycdd.net also includes information about the difference between the CDD and the HOA.

### THIRD ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 3; Term Expires November 2024

Mr. Cotter nominated Mr. Charles Marsala to fill Seat 3. No other nominations were made.

On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor, the appointment of Mr. Charles Marsala to fill Seat 3, was approved.

 Administration of Oath of Office (the following will also be provided in a separate package

| 72                       | CORA  |  | RAFT August 22, 2024 orida and duly authorized, administered the Oath   |
|--------------------------|-------|--|---|
|                          | ٠, ٥, | •                                      | •   |
| 73                       |       | ·                                      | nced Board Member, Mr. Marsala is familiar with   |
| 74<br>                   |       | ollowing:                              |   |
| 75                       | A.    | Required Ethics Training and Disclosur | _   |
| 76                       |       | Sample Form 1 2023/Instructio          | ns  |
| 77                       | В.    | Membership, Obligations and Respons    | sibilities  |
| 78                       | C.    | Guide to Sunshine Amendment and Co     | ode of Ethics for Public Officers and Employees   |
| 79                       | D.    | Form 8B: Memorandum of Voting C        | Conflict for County, Municipal and other Local  |
| 80                       |       | Public Officers                        |   |
| 81                       |       |  |   |
| 82<br>83<br>84<br>85     | FOUR  | TH ORDER OF BUSINESS                   | Consideration of Resolution 2024-01, Electing and Removing Officers of the District and Providing for an Effective Date |
| 86                       |       | Mr. Adams presented Resolution 2024-   | 01.   |
| 87                       |       | Mr. Cotter nominated the following sla | te:   |
| 88                       |       | Christian Cotter                       | Chair   |
| 89                       |       | Mary Moulton                           | Vice Chair  |
| 90                       |       | Ted Gadoury                            | Assistant Secretary   |
| 91                       |       | Chris Quarles                          | Assistant Secretary   |
| 92                       |       | Charles Marsala                        | Assistant Secretary   |
| 93                       |       | No other nominations were made.        |   |
| 94                       |       | The following prior appointments by th | e Board remain unaffected by this Resolution:   |
| 95                       |       | Chesley Adams                          | Secretary   |
| 96                       |       | Craig Wrathell                         | Assistant Secretary   |
| 97                       |       | Craig Wrathell                         | Treasurer   |
| 98                       |       | Jeff Pinder                            | Assistant Treasurer   |
| 99                       |       |  |   |
| 100<br>101<br>102<br>103 |       | <u> </u>                               | nded by Mr. Gadoury, with all in favor, minated, and Removing Officers of the Date, was adopted.                        |
| 103<br>104<br>105        | FIFTH | ORDER OF BUSINESS                      | Presentation of Audited Annual Financial  |

Report for the Fiscal Year Ended

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**SIXTH ORDER OF BUSINESS** 

Public Hearing to Consider the Adoption of the Fiscal Year 2024/2025 Budget

| 142 A. FIOOI/AIIIUAVIL OI FUDIICALIO | 142 | A. | Proof/Affidavit of Publicatio |
|--------------------------------------|-----|----|-------------------------------|
|--------------------------------------|-----|----|-------------------------------|

- The affidavit of publication was included for informational purposes.
- B. Consideration of Resolution 2024-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Adams presented Resolution 2024-09. He reviewed the proposed Fiscal Year 2025 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. Operation & Maintenance (O&M) assessments are increasing approximately \$7.50 as compared to Fiscal Year 2024.

### Mr. Adams opened the Public Hearing.

A resident asked if the Board decides the budget, rather than the Management Company. Mr. Adams reiterated that the CDD and the HOA are two separate entities. He represents the CDD Management Company, which presented the draft Fiscal Year 2025 budget to the Board at the May CDD meeting.

A resident stated she never received notice of a Board Meeting from Management.

Mr. Adams stated that notice of the CDD meeting is published in a local paper and the Meeting Schedule is on the CDD website.

Mr. Cotter stated that Access Management runs the HOA, which typically holds one HOA Board Meeting per year. An HOA Board Meeting will be held in approximately two months and, per Florida Statute, the proposed HOA budget will be sent out 14 days in advance of the HOA meeting. Information about the HOA meeting, including whether it will be in-person or via Zoom, will be provided.

It was noted that, when a meeting location becomes available on site, CDD meetings might also be held on site.

Mr. Cotter stated the CDD manages stormwater and infrastructure, whereas the HOA manages the community's day-to-day operations. He stated he is happy to respond to questions after the meeting and reiterated that the HOA and the CDD are two separate entities.

Mr. Adams suggested that residents visit the CDD website; the webpage address was listed earlier in the meeting. The CDD website includes general information about CDDs, which are units of local special purpose government that operate under Chapter 190, Florida Statutes, and other applicable Florida Statutes.

The Board and Staff responded to questions regarding CDD processes, issues, oversight, creation of the CDD via petition to the City, an Ordinance establishing the CDD, appointment of initial Board Members, Landowner elections and engagement of contract professionals including the District Manager, Attorney, Engineer, Auditor and other professionals.

A resident stated he observed water flowing from a residential lot. Mr. Cotter stated that irrigation issues fall under the purview of the HOA; he will ensure the issue is addressed.

A resident asked how she can know when her home's irrigation is functioning properly. Mr. Cotter stated that watering occurs overnight during a variable two-hour window. A watering schedule can be provided and an irrigation company representative can provide additional information. He noted that "wet checks" are performed on a regular basis, as provided for in the HOA's contract; he or an HOA Manager can provide additional information.

A resident asked if an irrigation system issue would fall under the purview of the HOA. Mr. Cotter replied affirmatively.

Mr. Adams closed the Public Hearing.

On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor, Resolution 2024-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

### **SEVENTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

- A. Proof/Affidavit of Publication
- B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

205 C. Consideration of Resolution 2024-10, Making a Determination of Benefit and Imposing
206 Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and
207 Enforcement of Special Assessments, Including but Not Limited to Penalties and
208 Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the
209 Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Consideration of Resolution 2024-11,

210 Mr. Adams presented Resolution 2024-10, which enables the CDD to impose and collect 211 the assessments utilizing the services of the Property Appraiser and Tax Collector.

### Mr. Adams opened the Public Hearing.

No affected property owners or members of the public spoke.

### Mr. Adams closed the Public Hearing.

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On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor, Resolution 2024-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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### **EIGHTH ORDER OF BUSINESS**

226 Ratifying, Confirming, and Approving the Sale of the Coral Bay of Lee County 227 **Community Development District Capital** 228 229 Improvement Revenue Bonds, Series 2024 230 (Assessment Area Two); Ratifying, 231 Confirming, and Approving the Actions of 232 the Chairman, Vice Chairman, Treasurer, 233 Secretary, Assistant Secretaries, and All 234 District Staff Regarding the Sale and Closing of the Bonds; Determining Such 235 236 Actions as Being in Accordance with the 237 Authorization Granted by the Board; Providing a Severability Clause; and 238 **Providing an Effective Date** 

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Mr. Adams presented Resolution 2024-11.

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On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor, Resolution 2024-11, Ratifying, Confirming, and Approving the Sale of the Coral Bay of Lee County Community Development District Capital Improvement Revenue Bonds, Series 2024 (Assessment Area Two); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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Statements as of July 31, 2024

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Mr. Adams presented the Unaudited Financial Statements as of July 31, 2024.

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On MOTION by Mr. Cotter and seconded by Mr. Gadoury, with all in favor, the Unaudited Financial Statements as of July 31, 2024, were accepted.

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|            | CORA    | L BAY OF LEE COUNTY CDD   | DRAFT                | August 22, 2024                     |
|------------|---------|---|----------------------|-------------------------------------|
| 292<br>293 | TWEL    | FTH ORDER OF BUSINESS   | Approval<br>Minutes  | of May 23, 2024 Regular Meeting     |
| 294        |         |   |                      |                                     |
| 295<br>296 |         | On MOTION by Mr. Cotter and sec<br>May 23, 2024 Regular Meeting Mir   | •                    | -                                   |
| 297        |         | may 25, 252 i Regular Meeting im  | rates, as presented  | , mere approved.                    |
| 298        | TUUDT   | TENTU ODDED OF DUCINESS   | CL-ff D-             | - 1-                                |
| 299<br>300 | IHIKI   | EENTH ORDER OF BUSINESS   | Staff Repo           | orts                                |
| 301        | A.      | District Counsel: Kutak Rock LLP  |                      |                                     |
| 302        | В.      | District Engineer: Banks Engineering  | ng, Inc.             |                                     |
| 303        |         | There were no District Counsel or D   | istrict Engineer rep | oorts.                              |
| 304        | C.      | District Manager: Wrathell, Hunt a  | nd Associates, LLC   |                                     |
| 305        |         | NEXT MEETING DATE: September 1. Septemb | ember 26, 2024 at    | 10:00 AM                            |
| 306        |         | O QUORUM CHECK  |                      |                                     |
| 307        |         | The next meeting will be held on S  | eptember 26, 2024    | 4, unless cancelled. While monthly  |
| 308        | meeti   | ng are generally advertised, meeting  | gs are held sporadi  | cally, when necessary, in order to  |
| 309        | reduc   | e expenditures for professional fees.   |                      |                                     |
| 310        |         |   |                      |                                     |
| 311        | FOUR    | TEENTH ORDER OF BUSINESS  | Board Me             | embers' Comments/Requests           |
| 312<br>313 |         | There were no Board Members' co   | mments or request    | c                                   |
| 314        |         | There were no board Members con   | illilents of request | <b>.</b>                            |
| 315        | CICTCI  | ENTH ORDER OF BUSINESS  | Public Co            | mmonts                              |
| 316        | FIFIC   | ENTH ORDER OF BUSINESS  | Public Col           | innents                             |
| 317        |         | No members of the public spoke.   |                      |                                     |
| 318        |         | Mr. Adams thanked the residents for   | or taking the time t | o attend the CDD meeting.           |
| 319        |         | Mr. Cotter stated that he will rema   | in after the meetir  | ng to discuss HOA matters, as he is |
| 320        | also tl | he HOA President.   |                      |                                     |
| 321        |         |   |                      |                                     |
| 322        | SIXTE   | ENTH ORDER OF BUSINESS  | Adjournm             | nent                                |
| 323<br>324 |         | On MOTION by Mr. Cotter and sec   | conded by Mr. God    | oury with all in favor the          |
| 325        |         | meeting adjourned at 10:39 a.m.   | Conded by Will dad   | oary, with an in lavor, the         |
|            |         |   |                      |                                     |

|     | CORAL BAY OF LEE COUNTY CDD   | DRAFT            | August 22, 2024 |
|-----|-------------------------------|------------------|-----------------|
| 326 |                               |                  |                 |
| 327 |                               |                  |                 |
| 328 |                               |                  |                 |
| 329 |                               |                  |                 |
| 330 |                               |                  |                 |
| 331 | Secretary/Assistant Secretary | Chair/Vice Chair | r               |

# CORAL BAY OF LEE COUNTY

**COMMUNITY DEVELOPMENT DISTRICT** 

### MINUTES B

### DRAFT

| 1 2 3          |       |              | MINUTES O<br>CORAL BAY O<br>COMMUNITY DEVE | F LEE COUNTY                                     |
|----------------|-------|--------------|--|--|
| 4<br>5         |       | A Landown    | ners' Meeting of the Coral Bay             | of Lee County Community Development District     |
| 6              | was h | held on Nove | mber 5, 2024 at 4:15 p.m., at              | the office of Banks Engineering, 10511 Six Mile  |
| 7              | Cypre | ess Parkway, | Fort Myers, Florida 33966.                 |  |
| 8              |       |              |  |  |
| 9<br>10        |       | Present:     |  |  |
| 11<br>12<br>13 |       | Chuck Ada    | ms   | District Manager/Proxy Holder                    |
| 14<br>15       | FIRST | CORDER OF E  | BUSINESS                                   | Call to Order/Roll Call                          |
| 16             |       | Mr. Adams    | called the meeting to order a              | t 4:15 p.m.                                      |
| 17             |       |              |  |  |
| 18<br>19       | SECO  | OND ORDER O  | OF BUSINESS                                | Affidavit/Proof of Publication                   |
| 20             |       | The affiday  | vit of publication was included            | for informational purposes.                      |
| 21             |       |              |  |  |
| 22<br>23<br>24 | THIR  | D ORDER OF   | BUSINESS                                   | Election of Chair to Conduct Landowners' Meeting |
| 25             |       | Mr. Adams    | served as Chair to conduct th              | e Landowners' meeting.                           |
| 26             |       |              |  |  |
| 27             | FOUF  | RTH ORDER O  | OF BUSINESS                                | Election of Supervisors [Seats 3, 4, 5]          |
| 28<br>29       | A.    | Nominatio    | ns   |  |
| 30             |       | Mr. Adams    | nominated the following:                   |  |
| 31             |       | Seat 3       | No nomination                              |  |
| 32             |       | Seat 4       | Ted Gadoury                                |  |
| 33             |       | Seat 5       | Chris Quarles                              |  |
| 34             |       | No other n   | ominations were made.                      |  |
| 35             | В.    | Casting of   | Ballots                                    |  |
|                |       |              |  |  |

| 36       |         | •       | Detern    | nine Number of V     | oting Units   | Represented            |            |                 |            |
|----------|---------|---------|-----------|----------------------|---------------|------------------------|------------|-----------------|------------|
| 37       |         | A total | of 331    | voting units were    | represented   | d.                     |            |                 |            |
| 38       |         | •       | Detern    | nine Number of V     | oting Units   | Assigned by F          | Proxy      |                 |            |
| 39       |         | Mr. Ad  | lams is t | the designated Pro   | oxy Holder f  | or the Landov          | vner, For  | estar (USA) Re  | al Estate  |
| 40       | Group   | Inc., w | ho own    | s 331 platted unit   | s, equating   | to 331 voting          | g units. N | ∕lr. Adams is e | ligible to |
| 41       | cast up | to 331  | votes p   | er Seat.             |               |                        |            |                 |            |
| 42       |         | All 331 | voting    | units represented    | were assigr   | ned by proxy t         | to Mr. Ad  | lams            |            |
| 43       |         | Mr. Ad  | lams cas  | st the following vo  | tes:          |                        |            |                 |            |
| 44       |         | Seat 3  |           | N/A                  |               | 0 votes                |            |                 |            |
| 45       |         | Seat 4  |           | Ted Gadoury          |               | 331 votes              |            |                 |            |
| 46       |         | Seat 5  |           | Chris Quarles        |               | 331 votes              |            |                 |            |
| 47       | C.      | Ballot  | Tabulat   | ion and Results      |               |                        |            |                 |            |
| 48       |         | Mr. Ad  | lams rep  | ported the following | ng ballot tak | oulation, resul        | lts and te | erm lengths:    |            |
| 49       |         | Seat 3  |           | N/A                  |               | 0 votes                |            | 2-Year Term     |            |
| 50       |         | Seat 4  |           | Ted Gadoury          |               | 331 votes              |            | 4-Year Term     |            |
| 51       |         | Seat 5  |           | Chris Quarles        |               | 331 votes              |            | 4-Year Term     |            |
| 52       |         |         |           |                      |               |                        |            |                 |            |
| 53       | FIFTH   | ORDER   | OF BUS    | INESS                |               | Landowners'            | ' Questio  | ons/Comments    | 5          |
| 54<br>55 |         | There   | were no   | Landowners' que      | estions or co | mments.                |            |                 |            |
| 56       |         |         |           |                      |               |                        |            |                 |            |
| 57       | SIXTH   | ORDER   | OF BUS    | INESS                |               | Adjournmen             | t          |                 |            |
| 58<br>50 |         | Thomas  | ootina o  | diaurnad at 4:17     |               |                        |            |                 |            |
| 59<br>60 |         | me me   | eeting a  | ا djourned at 4:17   | p.m.          |                        |            |                 |            |
| 61       |         |         |           |                      |               |                        |            |                 |            |
| 62       |         |         |           | [SIGNATURES AF       | DEAD ON T     | <b>JE E∪LL∪\</b> \/\\\ | IC DACE!   |                 |            |
| UZ       |         |         |           | [SIGNATURES AF       | FEAR ON II    | TE FULLUWIN            | IG PAGE    |                 |            |

| 63 |                               |                  |
|----|-------------------------------|------------------|
| 64 |                               |                  |
| 65 |                               |                  |
| 66 |                               |                  |
| 67 |                               |                  |
| 68 | Secretary/Assistant Secretary | Chair/Vice Chair |

DRAFT

November 5, 2024

**CORAL BAY OF LEE COUNTY CDD** 

# CORAL BAY OF LEE COUNTY

**COMMUNITY DEVELOPMENT DISTRICT** 

### STAFF REPORTS

### CORAL BAY OF LEE COUNTY COMMUNITY DEVELOPMENT DISTRICT

### **BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE**

### LOCATION

office of Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966

|                             | ,  |          |
|-----------------------------|--|----------|
| DATE                        | POTENTIAL DISCUSSION/FOCUS                             | TIME     |
| October 24, 2024 CANCELED   | Regular Meeting  | 10:00 AM |
|                             |  |          |
| November 5, 2024            | Landowners' Meeting                                    | 1:30 PM* |
| January 23, 2025 CANCELED   | Regular Meeting  | 10:00 AM |
| February 27, 2025 CANCELED  | Regular Meeting  | 10:00 AM |
| March 27, 2025 CANCELED     | Regular Meeting  | 10:00 AM |
| April 24, 2025 CANCELED     | Regular Meeting  | 10:00 AM |
| May 22, 2025                | Regular Meeting  | 10:00 AM |
| rescheduled to June 4, 2025 | Presentation of FY2026 Proposed Budget                 |          |
| June 4, 2025                | Regular Meeting Presentation of FY2026 Proposed Budget | 10:00 AM |
| June 26, 2025               | Regular Meeting  | 10:00 AM |
| July 24, 2025               | Regular Meeting  | 10:00 AM |
| August 28, 2025             | Regular Meeting  | 10:00 AM |
| September 25, 2025          | Regular Meeting  | 10:00 AM |

### Exception

<sup>\*</sup>Delayed start time to 4:15 PM