

CORAL CREEK

COMMUNITY DEVELOPMENT

DISTRICT

January 18, 2024

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Coral Creek 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

January 11, 2024

Board of Supervisors
Coral Creek Community Development District

Dear Board Members:

The Board of Supervisors of the Coral Creek Community Development District will hold a Regular Meeting on January 18, 2024 at 2:00 p.m., or as soon thereafter as the matter may be heard, at the Englewood Charlotte Public Library, 3450 North Access Road, Englewood, Florida 34224. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-03, Authorizing the District Engineer, or Another Individual Designated by the Board Of Supervisors, to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining any and all Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date
4. Consideration of Resolution 2024-04, Designating a Date, Time, and Location for a Landowners' Meeting; Providing for Publication; Providing for an Effective Date
5. Ratification of Construction Funding Agreement
6. Ratification of Assignment of Construction Agreement
7. Acceptance of Unaudited Financial Statements as of November 30, 2023
8. Approval of November 16, 2023 Regular Meeting Minutes

ATTENDEES:

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

9. Staff Reports

A. District Counsel: *Kilinski | Van Wyk, PLLC*

- Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

B. District Engineer: *Barraco & Associates, Inc.*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: February 15, 2024, immediately following adjournment of the Tuckers Pointe CDD meeting, scheduled to commence at 2:00 PM

○ QUORUM CHECK

SEAT 1	JIM MCGOWAN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	GARRISON BURR	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	ROBERT NELSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	BRUCE NOBLE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	CARLA DURAND	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

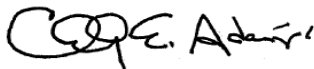
10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT ENGINEER, OR ANOTHER INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS, TO ACT AS THE DISTRICT’S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT’S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT’S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Coral Creek Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors, upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District (the “Improvements”); and

WHEREAS, the District has entered or will enter into various construction contracts for the construction and installation of the Improvements (the “Construction Contracts”); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

SECTION 1. The District Engineer, the District Manager or another individual as shall be appointed by the Board (“Purchasing Agent”) shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District’s Purchasing Agent as provided for in the District Engineer’s agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District’s Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby authorized to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

SECTION 8. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 9. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of January, 2024.

ATTEST:

**CORAL CREEK COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chair/Vice Chair, Board of Supervisors

EXHIBIT A

Work Authorization

January 18, 2024

Board of Supervisors
Coral Creek Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431

Subject: **Work Authorization Number ___
Coral Creek Community Development District**

Dear Board of Supervisors/District Manager:

Barraco & Associates, Inc. (“Engineer”) is pleased to submit this work authorization to provide engineering services for the Coral Creek Community Development District. We will provide these services pursuant to our current agreement dated March 2022, as subsequently amended and supplemented (“Engineering Agreement”) as follows:

I. Scope of Work

Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, etc., pursuant to the Engineering Agreement.

Engineer hereby represents it understands and will abide by all terms of the District's Procurement Procedures for Owner Purchased Material. In preparing and executing any documentation for purposes of ordering or purchasing materials in the name of and on behalf of the District, the Engineer will affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials, and further, will affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Coral Creek Community Development District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Sincerely,

Carl Barraco, P.E.
Barraco & Associates, Inc.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Coral Creek Community Development District

Date: _____

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in substantially the form attached hereto as **Attachment 2**, or as modified from time to time in the District's discretion, for construction materials which the OWNER wishes to purchase directly.

Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3** and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal

property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax-exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for prompt payment to suppliers, the CONTRACTOR shall provide the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within 15 days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the

OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard ten percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR SHALL AFFIRM THAT THE VENDOR SUPPLYING THE OWNER PURCHASED MATERIALS IS NOT ALSO THE INSTALLER OF THE OWNER PURCHASED MATERIALS. CONTRACTOR SHALL FURTHER AFFIRM THAT THE INSTALLER OF THE OWNER PURCHASED MATERIALS DID NOT MANUFACTURE, FABRICATE OR FURNISH THE OWNER PURCHASED MATERIALS.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the

Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the project sites during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall insure that Owner Purchased Materials conform to specifications and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the

OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the project, including liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.

\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER: **Coral Creek Community Development District**

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2

PURCHASE ORDER

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

“Owner”		“Seller”	
Owner:	Coral Creek CDD	Seller:	
Address:	c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road #410W Boca Raton, Florida 33431	Address:	
Phone:	561-571-0010	Phone:	

Turnleaf Phase 1 Agreement (“Project”)

Project Name:	Turnleaf Phase 1	Contract Date:	Original: October 2, 2023, Assignment to the Owner on _____, 2024.
Project Address:	Burnt Store Road/Coral Creek CDD		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$ _____

Certificate of Exemption # _____

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Coral Creek Community Development District
Owner
By: _____
Name: _____
Title: _____
Date Executed: _____

Seller
By: _____
Name: _____
Title: _____
Date Executed: _____

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT A
Proposal

[insert proposal from vendor]

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered to the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted in the Owner's name before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes*. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's Project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.

8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.

19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Coral Creek Community Development District (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to a Purchase Order from _____ (Vendor) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract dated October 2, 2023, and subsequently assigned to owner in January 2024 with Lee Mar Building and Construction Corporation (Contractor) for the construction of Turnleaf Phase 1.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ___ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ___ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ___ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ___ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ___ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax, I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative

Title

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books

and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Coral Creek 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 Charlotte County, Florida; and

WHEREAS, the District's Board of Supervisors ("**Board**") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, Florida Statutes; and

WHEREAS, the effective date of Ordinance No. 2022-008 creating the District is February 24, 2022; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), Florida Statutes.

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

Section 1. In accordance with Section 190.006(2), Florida Statutes, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 5th day of November, 2024, at ____:____ .m., at _____.

Section 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

Section 3. Pursuant to Section 190.006(2)(b), Florida Statutes, the landowners' meeting and election is hereby announced by the Board at its January 18, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18TH DAY OF JANUARY, 2024.

ATTEST:

**CORAL CREEK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS
OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Coral Creek Community Development District (the "District") in Charlotte County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board, to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024
TIME: _____:_____ .m.
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: ____:_____.m.

LOCATION: _____

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Coral Creek Community Development District to be held at ____:____ .m. on November 5, 2024, at _____,

and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above, the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 5, 2024**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Coral Creek Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3.	_____	_____
4.	_____	_____
5.	_____	_____

Date: _____

Signed: _____

Printed Name: _____

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

5

**CONSTRUCTION FUNDING AGREEMENT BY AND BETWEEN
CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT AND
BURNT STORE DEVELOPERS, LLC
[2024 PROJECT CONSTRUCTION]**

THIS AGREEMENT (“Agreement”) is made and entered into this 19th day of December 2023, by and between:

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being located in Charlotte County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

BURNT STORE DEVELOPERS, LLC, a Delaware limited liability company, and majority owner of lands within the District, with a mailing address of 7807 Baymeadows Road East, Ste 205, Jacksonville, FL 32256, and its successors and assigns (“Landowner”)

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services within and adjacent to the District, and the anticipated cost thereof, as described in that certain *Master Engineer’s Report for the Coral Creek Community Development District*, dated March 4, 2022, (the “Master Engineer’s Report”), as supplemented by that certain *Supplement #1 to Master Engineer’s Report for the Coral Creek Community Development District*, dated November 16, 2023 (the “Supplemental Engineer’s Report” and the project described therein, the “2024 Project” and together with the Master Engineer’s Report, the “Engineer’s Report”), attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Landowner is the owner of certain lands located within the boundaries of the District identified in the Engineer’s Report within which the 2024 Project will be located; and

WHEREAS, the District, pursuant to the Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of its anticipated improvements and facilities, and purchase of materials associated therewith, within the Development, which are described in Exhibit A including the design, engineering, legal, or other professional or administrative costs (collectively, the “Improvements”); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements and purchase of materials associated therewith, the Landowner desires to provide the funds necessary to enable the District to proceed with such Improvements; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. FUNDING. Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements. Landowner will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. REPAYMENT. The parties agree that the funds provided by Landowner pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Landowner until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Coral Creek CDD
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Landowner: Burnt Store Developers, LLC
7807 Baymeadows Road East, Ste 205
Jacksonville, FL 32256
Attn: Patricia Nolan

With a copy to: Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, FL 32202-5017
Attn: Monique Spotts

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

10. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

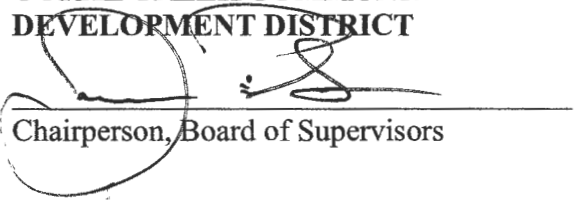
13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

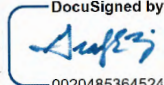
15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

**CORAL CREEK COMMUNITY
DEVELOPMENT DISTRICT**


Chairperson, Board of Supervisors

BURNT STORE DEVELOPERS, LLC,
a Delaware limited liability company

DocuSigned by:

00204853645242E...

By: Graydon E. Miars
Its: Vice President

Exhibit A: *Supplement #1 to the Master Engineer's Report for Coral Creek Community Development District, dated November 16, 2023*

SUPPLEMENT #1

TO THE

MASTER ENGINEER'S REPORT

FOR

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

DATED MARCH 7, 2022

BY

BARRACO AND ASSOCIATES, INC.
2271 MCGREGOR BOULEVARD, SUITE 100
FORT MYERS, FLORIDA 33901

NOVEMBER 16, 2023

Carl A. Barraco, P.E.
Florida Registration No. 38536
Florida Certificate of Authorization No. 7995
Barraco and Associates, Inc.
2271 McGregor Boulevard, Suite 100
Fort Myers, Florida 33901

I. PURPOSE AND SCOPE

The Coral Creek Community Development District Master Engineer’s Report (herein, the “Original Report”) dated March 7, 2022 and adopted by the Coral Creek Community Development District (herein, the “District”) Board of Supervisors on April 21, 2022 was prepared to assist with the financing, construction and acquisition of public infrastructure improvements to be undertaken to support the Burnt Store development, also known as Coral Creek or Turnleaf (herein, the “Development”).

The purpose of this report (herein, the “First Supplemental”) is to address the initial construction of the Project, to be known as the “2023 Project”, which consists of approximately 175.94 acres and 535 residential units. A map depicting the limits of the 2023 Project, as well as a breakdown of the unit counts and mix associated with the 2023 Project, is provided as **Figure 1**; a legal description and sketch of the boundary of the 2023 Project is also provided as **Appendix A**.

The improvements described in the Original Report, as well as those updates provided by the First Supplemental herein, represent the present intentions of the District and GreenPointe Developers, LLC (herein, the “Developer”), subject to applicable local general purpose government land use planning, zoning and other entitlements. The implementation of any improvements requires final approval by applicable regulatory and permitting agencies including local, state and federal agencies. Subsequently, the actual improvements may vary from the capital improvements described in the Original Report and this First Supplemental.

Additionally, in preparation of the Original Report and the First Supplemental, Barraco and Associates, Inc. relied upon information provided by the Developer as well as information obtained from public records of Charlotte County, Florida. While Barraco and Associates, Inc. has not independently verified the information provided by outside sources, there is no apparent reason to believe the information provided by others is not valid for the purposes of this report.

II. UPDATES

The 2023 Project may include public facilities consisting of offsite roadway, stormwater/drainage, onsite roadways, potable water distribution, sanitary sewer and collection transmission and landscaping/irrigation distribution infrastructure to serve the initial Phase 1 and Phase 2 residential units within the District as described in the Original Report and herein. Those portions of the Project as described in the Original Report but outside the limits of the 2023 Project are categorized as Future Development and may be completed and financed by the District under a separate series of special assessment bonds, or alternatively may be constructed by the Developer and conveyed to the District.

Table 1 provides an updated Order of Magnitude Cost Estimate for the Project, wherein the cost estimate from the Original Report has been updated to reflect those anticipated costs associated with the 2023 Project. The estimated costs of the 2023 Project are reasonable based upon current economic conditions in Southwest Florida.

TABLE 1 - ORDER OF MAGNITUDE COST ESTIMATE			
Improvement Category	Overall Project*	2023 Project	Future Development
Surface Water Management System/Drainage/Environmental	\$17,099,000.00	\$7,414,000.00	\$9,685,000.00
Onsite Roadways	\$13,563,000.00	\$1,858,000.00	\$11,705,000.00
Potable Water Distribution System	\$6,696,000.00	\$4,661,000.00	\$2,035,000.00
Wastewater Collection and Transmission System	\$10,455,000.00	\$7,068,000.00	\$3,387,000.00
Landscape and Irrigation Distribution	\$3,968,000.00	\$1,895,000.00	\$2,073,000.00
Amenity Facilities	\$12,000,000.00	\$0.00	\$12,000,000.00
Offsite Roadway Improvements	\$12,150,000.00	\$3,790,000.00	\$8,360,000.00
Subtotal:	\$75,931,000.00	\$26,686,000.00	\$49,245,000.00
Professional Consultant Fees	\$5,193,100.00	\$750,000.00	\$4,443,100.00
Subtotal:	\$5,193,100.00	\$750,000.00	\$4,443,100.00
Total:	\$81,124,100.00	\$27,436,000.00	\$53,688,100.00
20% Contingency:	\$16,224,820.00	\$5,487,200.00	\$10,737,620.00
Grand Total:	\$97,348,920.00	\$32,923,200.00	\$64,425,720.00
* PER ORIGINAL REPORT – 3/7/2022			

Note: Potable Water Distribution and Wastewater Collection and Transmission System contain ERU connection/capacity fees.

The status of permits required for the 2023 Project is provided in **Table 2**. The 2023 Project will be designed in accordance with current governmental regulations and requirements and will serve the intended purpose if constructed in substantial compliance with the approved construction plans. The 2023 Project is feasible to construct, there are no known technical reasons existing at this time that will prevent the construction of the 2023 Project, and it is reasonable to assume that all required regulatory approvals are in place or may be obtained in due course.

TABLE 2 – PERMITTING MATRIX – 2023 PROJECT					
Agency	Permit	Permit No.	Issued	Expiration	Status
Charlotte County	Zoning (RE-1 to PD)	Ordinance 2021-035	10/26/2021	NA	Adopted
Charlotte County	Preliminary Plat	PP-22-05-17	12/14/2022	12/14/2024	Approved
Charlotte County	Land Development/ Storm Water	SWP-23-00042	6/20/2023	12/17/2023	Approved
Charlotte County Utilities	Utility Review	CCU Project No. 22/1056	5/11/2023	NA	Approved
Army Corps of Engineers	Dredge and Fill	TBD	TBD	TBD	TBD
Southwest Florida Water Management District (SWFWMD)	Environmental Resource Permit (ERP)	App ID 855060/ Permit No. 43045531.001	7/13/2023	7/13/2028	Approved
SWFWMD	Water Use Permit (Irrigation)	608.015	5/23/2023	10/4/2038	Approved
Charlotte County	Final Detail Site Plan	DRC-22-00158	8/22/2023	TBD	Approved
Charlotte County	Tree Removal	TBD	TBD	TBD	TBD
Florida Department of Environmental	NPDES NOI	TBD	TBD	TBD	TBD
FDEP	Sewer Transmission System	TBD	TBD	TBD	TBD
Florida Department of Health (FDOH)	Water Distribution	TBD	TBD	TBD	TBD

III. CONCLUSION

The 2023 Project will be designed in accordance with current governmental regulations and requirements. The 2023 Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

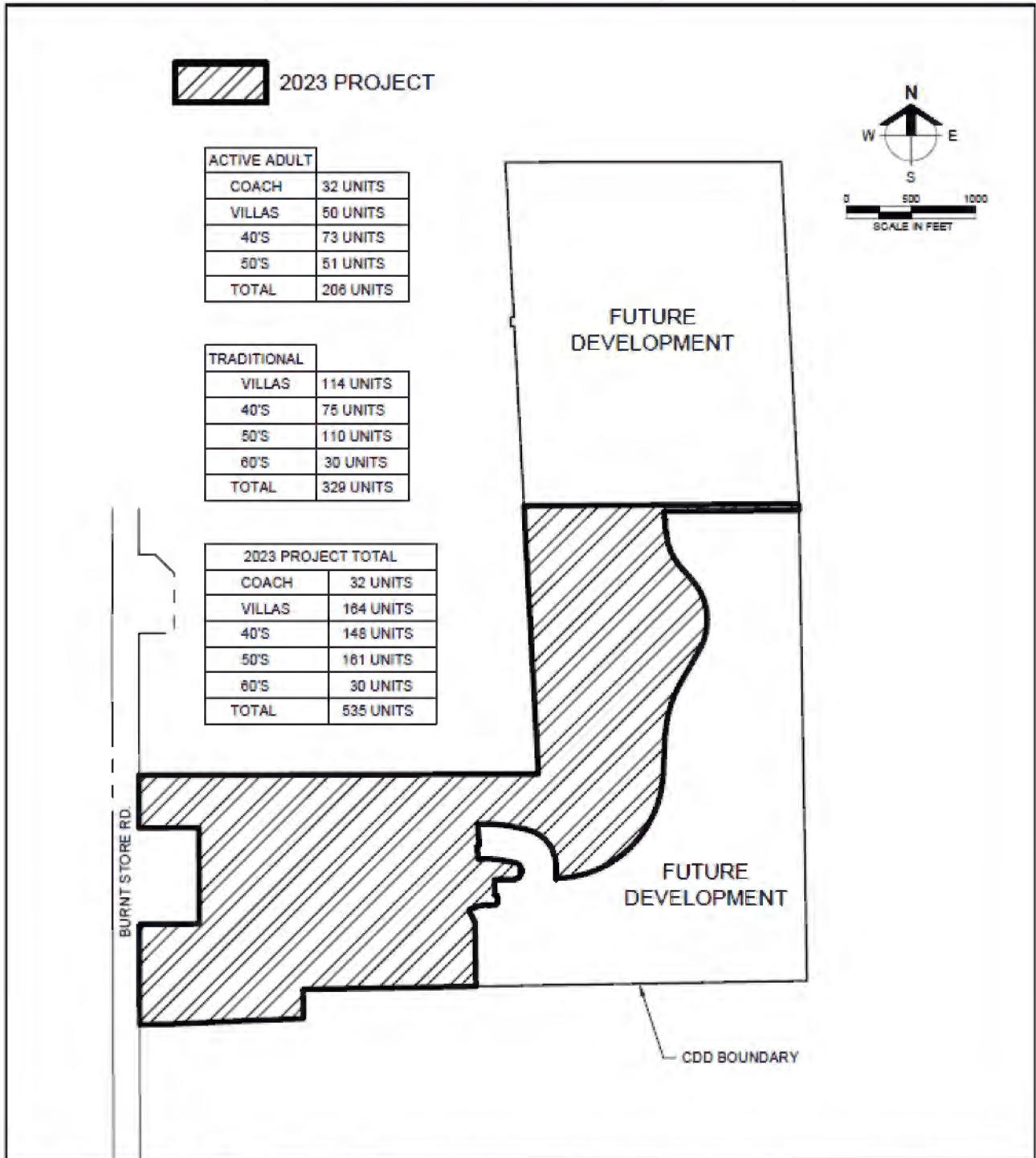
- the estimated costs of the 2023 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the Master Project as set forth in the Original Report are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes or other regulatory requirements for development of the Development;
- the 2023 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2023 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the 2023 Project that is at least equal to the costs of the 2023 Project.

As described above, this First Supplemental identifies the benefits from the 2023 Project to the lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's Project; however, these are incidental to the District's 2023 Project, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enable properties within its boundaries to be developed.

The 2023 Project will be owned by the District or other governmental units and such 2023 Project is intended to be available and will reasonably be available for use by the general public (such improvements are part of an interconnected system of improvements that is available to the general public), including nonresidents of the District, which may include a reasonable user fee implemented by the District. All of the 2023 Project is or will be located on lands owned or to be owned by the District or another governmental entity, or on perpetual easements in favor of the District or other governmental entity. The 2023 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the 2023 Project or the fair market value.

The 2023 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2023 Project, as used herein, refers to sufficient public infrastructure of the kinds described in the Original Report and this First Supplemental (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Figure 1. 2023 Project Limits



PLAN REVISIONS	<p>Barraco and Associates, Inc. CIVIL ENGINEERING - LAND SURVEYING LAND PLANNING www.barraco.net 2271 McREGOR BLVD, SUITE 100 POST OFFICE DRAWER 2800 FORT MYERS, FLORIDA 33902-2800 PHONE (239) 461-3170 FAX (239) 461-3150</p>	PROPOSED FOR	PROJECT DESCRIPTION	PLAN STATUS
		CORAL CREEK CDD	CORAL CREEK	EXHIBIT
FILE NAME: CDD FOR 2023 PROJECT (2111.DWG)				FIGURE 1: 2023 PROJECT
LOCATION: J:\2023\2023CDD				PROJECT FILE NO. SHEET NUMBER
DATE: 11-16-2023				

APPENDIX A.
2023 PROJECT BOUNDARY
LEGAL DESCRIPTION AND SKETCH

DESCRIPTION

Parcel in
Section 9, Township 42 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 9, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 9 run $S00^{\circ}57'59''E$ along the East line of the Northeast Quarter (NE 1/4) of said Section 9 for 50.00 feet; thence run $S89^{\circ}37'27''W$ for 1,047.79 feet; thence run $S00^{\circ}22'33''E$ for 52.76 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 10.00 feet (delta $90^{\circ}00'00''$) (chord bearing $S45^{\circ}22'33''E$) (chord 14.14 feet) for 15.71 feet; thence run $S00^{\circ}22'33''E$ along a radial line for 10.00 feet; thence run $S01^{\circ}13'35''E$ for 80.01 feet; thence run $N89^{\circ}37'27''E$ for 3.99 feet to a point on a non-tangent curve; thence run Southeasterly along an arc of a curve to the left of radius 445.00 feet (delta $39^{\circ}27'12''$) (chord bearing $S21^{\circ}44'05''E$) (chord 300.40 feet) for 306.42 feet to a point of tangency; thence run $S41^{\circ}27'41''E$ for 132.66 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 475.00 feet (delta $71^{\circ}11'59''$) (chord bearing $S05^{\circ}51'42''E$) (chord 553.01 feet) for 590.27 feet to a point of tangency; thence run $S29^{\circ}44'18''W$ for 292.12 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 904.50 feet (delta $26^{\circ}48'13''$) (chord bearing $S16^{\circ}20'11''W$) (chord 419.29 feet) for 423.14 feet to a point of tangency; thence run $S02^{\circ}56'05''W$ for 312.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.50 feet (delta $86^{\circ}07'28''$) (chord bearing $S45^{\circ}59'49''W$) (chord 1,154.60 feet) for 1,270.92 feet; thence run $N00^{\circ}49'38''W$ along a non-tangent line for 105.15 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 285.50 feet (delta $78^{\circ}03'57''$) (chord bearing $N39^{\circ}51'36''W$) (chord 359.60 feet) for 389.00 feet to a point of tangency; thence run $N78^{\circ}53'35''W$ for 140.55 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 885.50 feet (delta $15^{\circ}33'25''$) (chord bearing $N86^{\circ}40'17''W$) (chord 239.69 feet) for 240.43 feet; thence run $S04^{\circ}27'00''E$ along a radial line for 168.00 feet to a point on a radial curve; thence run Westerly along an arc of a curve to the left of radius 717.50 feet (delta $01^{\circ}35'00''$) (chord bearing $S84^{\circ}45'30''W$) (chord 19.83 feet) for 19.83 feet; thence run $S06^{\circ}02'00''E$ along a radial line for 103.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the right of radius 614.50 feet (delta $17^{\circ}08'25''$) (chord bearing $S87^{\circ}27'47''E$) (chord 183.15 feet) for 183.83 feet to a point of tangency; thence run $S78^{\circ}53'35''E$ for 111.77 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 50.00 feet (delta $78^{\circ}03'57''$) (chord bearing $S39^{\circ}51'36''E$) (chord 62.98 feet) for 68.13 feet to a point of tangency; thence run $S00^{\circ}49'38''E$ for 27.10 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 50.00 feet (delta $89^{\circ}52'06''$) (chord bearing $S44^{\circ}06'25''W$) (chord 70.63 feet) for 78.42 feet to a point of tangency; thence run $S89^{\circ}02'28''W$ for 156.53 feet; thence run $S01^{\circ}02'00''E$ for 122.00 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 532.50 feet (delta $00^{\circ}04'28''$) (chord bearing $N89^{\circ}00'14''E$) (chord 0.69 feet) for 0.69 feet to a point of tangency; thence run $N89^{\circ}02'28''E$ for 18.89 feet; thence run $S00^{\circ}57'32''E$ for 65.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta $83^{\circ}50'21''$) (chord bearing $S47^{\circ}07'18''W$) (chord 13.36 feet) for 14.63 feet; thence run $S82^{\circ}57'02''W$ along a non-tangent line for 65.49 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the left of radius 10.00 feet (delta $104^{\circ}28'10''$) (chord bearing $N47^{\circ}01'57''W$) (chord 15.81 feet) for 18.23 feet to a point of

DESCRIPTION (CONTINUED)

compound curvature; thence run Westerly along an arc of a curve to the left of radius 467.50 feet (delta $17^{\circ}45'58''$) (chord bearing $S71^{\circ}50'59''W$) (chord 144.38 feet) for 144.96 feet; thence run $S27^{\circ}02'00''E$ along a radial line for 105.51 feet; thence run $S00^{\circ}57'32''E$ for 498.75 feet to an intersection with the Northerly line of lands described in a deed recorded in Official Records Book 2856, at Page 2074, Charlotte County Records; thence run along the Northerly and Westerly line of said lands the following courses: $S89^{\circ}02'28''W$ for 1,343.02 feet and $S00^{\circ}19'55''E$ for 228.70 feet to the Northeast corner of Parcel Exception (B), as described in a deed recorded in Official Records Book 1979, at Pages 291 through 293, Charlotte County Records; thence run along the Northerly line of said Parcel Exception (B) the following three (3) courses: $S88^{\circ}04'54''W$ for 508.38 feet; $S87^{\circ}18'24''W$ for 536.38 feet and $S89^{\circ}25'54''W$ for 225.04 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 354, Charlotte County Records; thence run along said Easterly right of way line the following two (2) courses: $N00^{\circ}08'12''W$ for 780.13 feet and $N89^{\circ}51'48''E$ for 463.86 feet; thence run $N00^{\circ}08'12''W$ still along said Easterly right of way line and continuing along the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4419, at Page 1670, Charlotte County Records for 747.28 feet to the Northeast corner of said right of way; thence run $S89^{\circ}29'14''W$ along the Northerly right of way line of said lands for 463.87 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 468, Charlotte County Records; thence run $N00^{\circ}08'12''W$ along said Easterly right of way line for 412.72 feet to an intersection with the Southerly line of lands described in a deed recorded in Official Records Book 3891, at Page 191, Charlotte County Records; thence run along the Southerly and Easterly line of said lands the following courses: $N89^{\circ}52'01''E$ for 3,098.88 feet and $N03^{\circ}04'53''W$ for 2,086.99 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 9; thence run $N89^{\circ}37'27''E$ along said North line for 2,134.64 feet to the POINT OF BEGINNING.

Containing 175.94 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the East line of the Northeast Quarter (NE 1/4) of said Section 9 to bear $S00^{\circ}57'59''E$.

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2771 MCGREGOR BLVD., SUITE 100
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7999 - SURVEYING LB-6940

PREPARED FOR
GREENPOINTE COMMUNITIES, LLC
7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32256

PHONE (904) 582-1358
FAX (904) 986-2481

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

PROJECT SURVEYOR

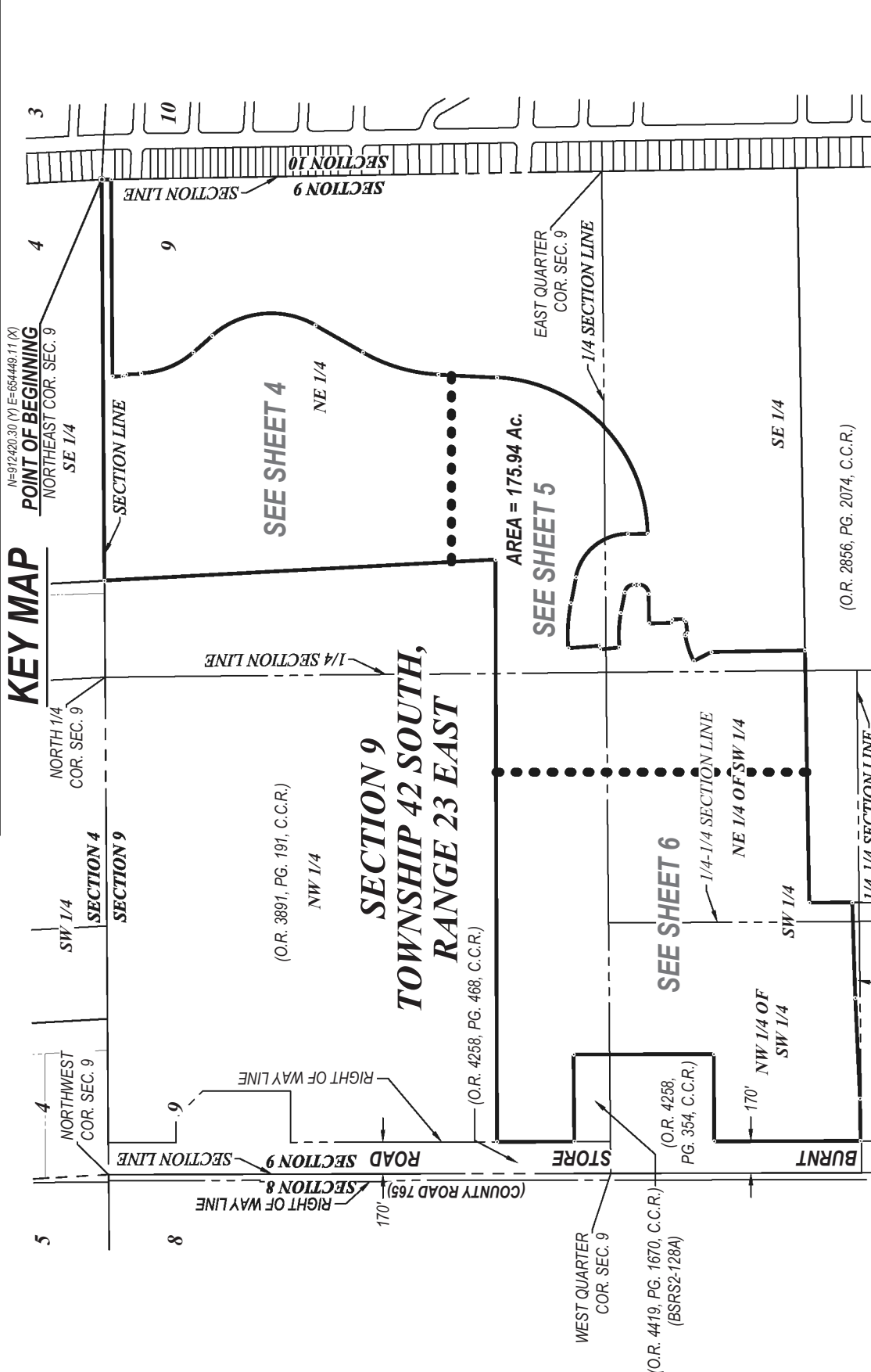


NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NAME	23891(CSD00).DWG
LAYOUT	3
LOCATION	2:58PM DWSURVETING.DWG
PLOT DATE	WED, 10-4-2023 3:41 PM
PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	06-02-2023
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=60'
FIELD BOOK	
PLAN REVISIONS	
2-24-2023	REVISE BOUNDARY

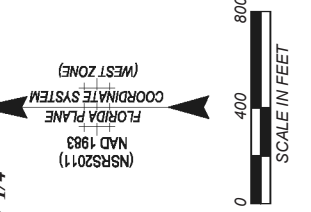
STRIP NUMBERS

PROJECT FILE NO.	2396174064
SHEET NUMBER	3 OF 6



THIS IS NOT A SURVEY

DATE SIGNED: _____
SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



- NOTES:
- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999412 TO OBTAIN GRID DISTANCES.
 - O.R. - DENOTES OFFICIAL RECORD BOOK, CHARLOTTE COUNTY PUBLIC RECORDS.
 - PG. - DENOTES PAGE
 - COORDINATES AND BEARINGS AS SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON EAST LINE OF THE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 9 TO BEAR S00°57'59"E.
 - DESCRIPTION IS ATTACHED.

Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2771 MCGREGOR BLVD., SUITE 100
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7998 - SURVEYING LB 8940
PREPARED FOR

GREENPOINTE COMMUNITIES, LLC
7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32256

PHONE (904) 582-1358
FAX (904) 986-2481

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

PROJECT SURVEYOR



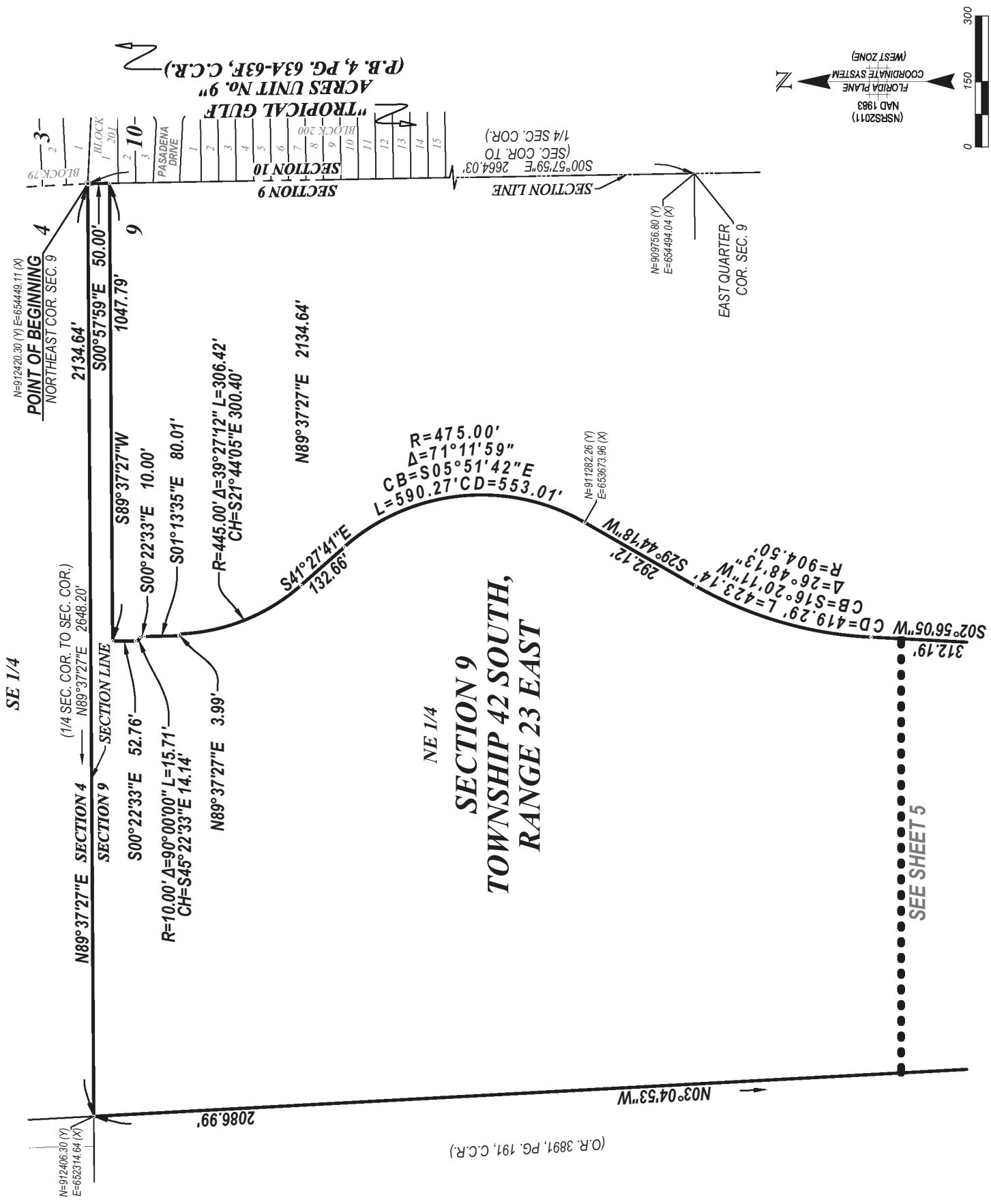
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER

FILE NAME	23891(CS200).DWG
LAYOUT	4
LOCATION	2:58PM DWS(SURVET)03201
PLOT DATE	WED, 10-4-2023 3:41 PM
PLOT BY	PETER OLSEN
SURVEY DATE	06-02-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=50'
FIELD BOOK	
PLAN REVISIONS	

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT FILE NO. 2389124004
SHEET NUMBER 4 OF 6



Barraco
and Associates, Inc.
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LAND PLANNING
www.barraco.net
2711 MCGREGOR BLVD., SUITE 100
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7999 - SURVEYING LB 8940
PREPARED FOR

**GREENPOINTE
COMMUNITIES,
LLC**
7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32236

PHONE (904) 582-1358
FAX (904) 986-2481

PROJECT DESCRIPTION

A PARCEL
OF LAND IN
SECTION 9,
TOWNSHIP 42 SOUTH,
RANGE 23 EAST,
CHARLOTTE COUNTY,
FLORIDA

PROJECT SURVEYOR



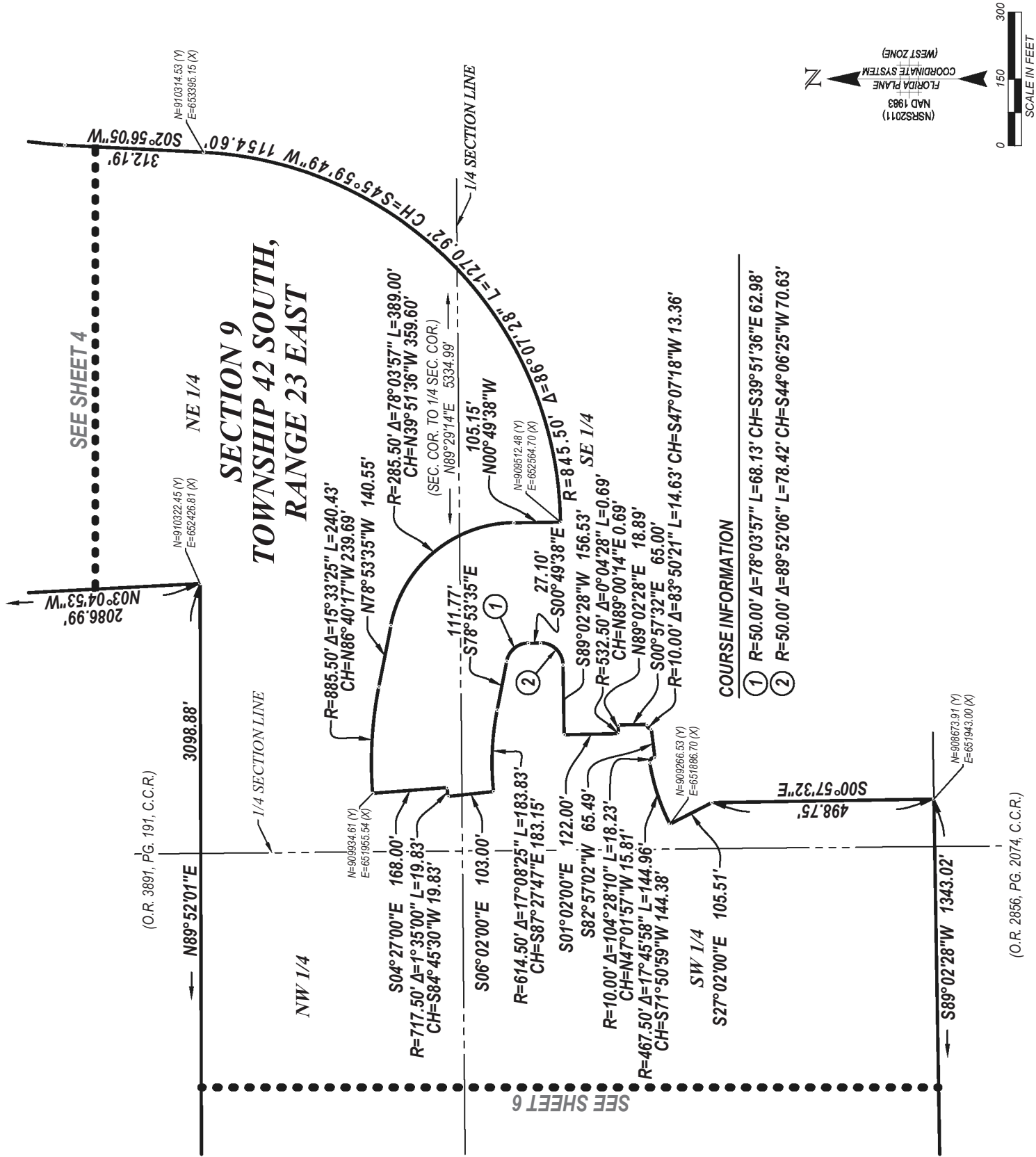
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.
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LAYOUT: 5
LOCATION: 2:28P1DMS(SURVET)03D1
PLOT DATE: WEB: 10-4-2023 3:42PM
PLOT BY: PETER OLSEN

DRAWING DATA
SURVEY DATE: 08-02-2023
DRAWN BY: P. OLSEN
CHECKED BY:
SCALE: 1"=80'
FIELD BOOK:
PLAN REVISIONS:

STRAP NUMBERS

SKETCH TO
ACCOMPANY
DESCRIPTION

PROJECT FILE NO:
2396124084
94253
SHEET NUMBER
5 OF 6



CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

6

**LANDOWNER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACT**

STATE OF FLORIDA

COUNTY OF Lee

BEFORE ME, the undersigned, personally appeared Grady Miars of Greenpointe Developers, LLC ("**Landowner**"), who, after being first duly sworn, deposes and says:

- (i) I, Grady Miars, serve as representative for Landowner and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Coral Creek Community Development District ("**District**") to accept an assignment of the Improvement Agreement (defined below).
- (ii) The agreement ("**Improvement Agreement**") between Landowner and Lee Mar Building and Construction Corporation ("**Contractor**"), dated October 2, 2023, including all change orders approved to date, and attached hereto as **Exhibit A**, either
 - a. X was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
 - b. _____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.
- (iii) Landowner, in consideration for the District's acceptance of an assignment of the Improvement Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.
- (iv) Landowner has obtained a release from Contractor acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has:
 - a. X furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**, or
 - b. _____ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes; or
 - c. _____ landowner will furnish a demand note agreement in satisfactory form to the District.

- (vi) Landowner
 - a. X represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or
 - b. _____ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vii) Landowner represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 2 day of October, 2023.

GREENPOINTE DEVELOPERS, LLC
a Delaware limited liability company

By: GRADY E MIARS
 Name: GRADY E MIARS
 Title: VP

[Print Name]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by Grady Miars, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**CORAL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Print Name of Witness

[Signature]
Chairman, Board of Supervisors

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by Jim McGowan, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Lee Mar Building and Construction Corporation (“**Contractor**”), hereby agrees as follows:

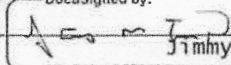
- (i) The agreement (“**Improvement Agreement**”) between Greenpointe Developers, LLC and Contractor dated October 2, 2023, has been assigned to the Coral Creek Community Development District (“**District**”). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an “Owner” as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this 2 day of October, 2023.

**LEE MAR BUILDING AND
CONSTRUCTION CORPORATION,**

A Florida corporation

DocuSigned by:
By:  Jimmy Thompson
Its: Operations Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")

1. **ASSIGNMENT.** This Addendum applies to that certain contract between Greenpoint Developers, LLC ("**Developer**") and Lee Mar Building and Construction Corporation ("**Contractor**"), which Contract was assigned to the Coral Creek Community Development District ("**District**") simultaneous with the execution of this Addendum and the District has assumed all obligations of the Developer under the Contract. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing or continuing the work under this addendum, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Charlotte County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the District or the District's property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond. A Change Order shall be issued, or shall have been issued prior to the assignment of the Contract, in favor of Contractor to compensate Contractor for the cost and/or premium for such bonds.

3. **INSURANCE.** The District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract to the same extent as the Owner was required to be named as an additional insured pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days of receipt of payment in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes. To the extent paragraph 15.03 of the Contract is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

5. INDEMNIFICATION. Contractor shall indemnify, hold harmless, and defend the District and its governing board, consultants, agents, staff, and employees from and against claims, costs, losses, and damages, and such entities shall be considered Indemnitees, as provided in the Contract.

6. TAX EXEMPT DIRECT PURCHASES. This Section 6 shall not apply to any materials ordered by Contractor prior to execution of this Addendum or assignment of the Contract regardless of whether such materials have been delivered as of such time. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("Direct Purchase Materials") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials. The Contractor shall provide a list of materials to be purchased, along with a list of preferred vendors, and the District shall then notify Contractor of all materials that will be treated as Direct Purchase Materials within seven (7) calendar days. The District shall be responsible for any delays resulting from the District's election of whether to treat materials as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under the Contract may be public records and shall be treated as such in accordance with Florida law. In particular, Landowner agrees to comply with all applicable provisions of Florida law relating to public records, including but not limited to Section 119.0701 of the Florida Statutes, the terms of which are expressly incorporated herein. The District may unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. The District shall in no way be liable for the disclosure of confidential or propriety information provided by Contractor to the District or District staff in connection with the project and in response to a request for public records pursuant to Chapter 119, Florida Statutes. Any questions should be directed to the District's record custodian, at the address and contact information contained in the notices section of this Assignment.

8. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. NOTICES. Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Coral Creek Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
2016 Delta Blvd., Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

10. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), Florida Statutes, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn

statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

11. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

12. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

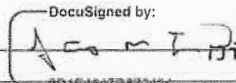
13. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

LEE MAR BUILDING AND CONSTRUCTION CORPORATION,
a Florida corporation

Witness


Print Name of Witness

DocuSigned by:

By: Jimmy Thompson
Its: Operations Manager

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

Witness

Print Name of Witness


By: Jane P. McGee
Its: Chairman

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

EXHIBIT A

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Coral Creek Community Development District
by Jimmy Thompson
(print individual's name and title)

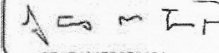
for LeeMar Building and Construction Corporation
(print name of entity submitting sworn statement)

whose business address is
15685 Pine Ridge Road, Fort Myers, FL 33908

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the Contract is assigned to the Coral Creek Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

4. The entity will immediately notify the Coral Creek Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

DocuSigned by:

201E4B47D67D424

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization
this _____ day of _____, 2023, by _____ of Lee Mar Building
and Construction Corporation, who is personally known to me or who has produced _____
_____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

(SEAL)

EXHIBIT B

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Coral Creek Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Secretary/Ops Mgr for Lee Mar Building and Construction Corporation, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 15685 Pine Ridge Road, Fort Myers, FL 33908

4. Contractor's Federal Employer Identification Number (FEIN) is _____
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

X The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

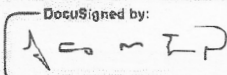
The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 2 day of October , 2023.

Subcontractor: Jimmy Thompson

By: 

Title: Operations Manager

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of , 2023, by of Lee Mar Building and Construction Corporation, who is personally known to me or who has produced as identification, and did or did not take the oath.

Notary Public, State of Florida

EXHIBIT C

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

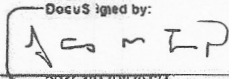
This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
 _____ Dollars \$ _____
 (Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this 2 day of October, 2023.

Contractor: Jimmy Thompson

By: 
 Title: Operations Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by _____ of Lee Mar Building and Construction Corporation, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

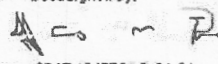
By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this 2 day of October, 2023. _____

Jimmy Thompson

Contractor: _____

DocuSigned by:

 201E J847D6 7 04 24

By: _____

Title: Operations Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by _____ of Lee Mar Building and Construction Corporation, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2023**

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 10,651	\$ -	\$ -	\$ 10,651
Due from Landowner	14,221	-	67	14,288
Total assets	<u>\$ 24,872</u>	<u>\$ -</u>	<u>\$ 67</u>	<u>\$ 24,939</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 18,698	\$ -	\$ 67	\$ 18,765
Due to Landowner	1,949	36,701	474	39,124
Accrued taxes payable	61	-	-	61
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>26,708</u>	<u>36,701</u>	<u>541</u>	<u>63,950</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	14,221	-	-	14,221
Total deferred inflows of resources	<u>14,221</u>	<u>-</u>	<u>-</u>	<u>14,221</u>
Fund balances:				
Restricted				
Debt service	-	(36,701)	-	(36,701)
Capital projects	-	-	(474)	(474)
Unassigned	(16,057)	-	-	(16,057)
Total fund balances	<u>(16,057)</u>	<u>(36,701)</u>	<u>(474)</u>	<u>(53,232)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 24,872</u>	<u>\$ -</u>	<u>\$ 67</u>	<u>\$ 24,939</u>

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 4,109	\$ 9,309	\$ 96,190	10%
Total revenues	<u>4,109</u>	<u>9,309</u>	<u>96,190</u>	10%
EXPENDITURES				
Professional & administrative				
Supervisors	431	431	2,400	18%
Management/accounting/recording	3,750	7,500	45,000	17%
Debt service fund accounting	-	-	5,000	0%
Legal	72	72	20,000	0%
Engineering	5,232	5,232	2,000	262%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	4,000	0%
Telephone	16	33	200	17%
Postage	-	-	500	0%
Printing & binding	42	83	500	17%
Legal advertising	-	126	2,000	6%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>9,543</u>	<u>18,852</u>	<u>96,190</u>	20%
Excess/(deficiency) of revenues over/(under) expenditures	(5,434)	(9,543)	-	
Fund balances - beginning	(10,623)	(6,514)	-	
Fund balances - ending	<u>\$ (16,057)</u>	<u>\$ (16,057)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(36,701)	(36,701)
Fund balances - ending	\$ (36,701)	\$ (36,701)

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(474)	(474)
Fund balances - ending	\$ (474)	\$ (474)

CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Coral Creek Community Development District held a Regular Meeting on November 16, 2023, at 2:00 p.m., at the Englewood Charlotte Public Library, 3450 North Access Road, Englewood, Florida 34224.

Present at the meeting were:

Jim McGowan	Chair
Robert Nelson	Vice Chair
Bruce Noble	Assistant Secretary
Carla Durand	Assistant Secretary
Garrison Burr	Assistant Secretary

Also present:

Chuck Adams	District Manager
Lauren Gentry (via telephone)	District Counsel
Molly Maggiano (via telephone)	Kilinski Van Wyk, PLLC
Frank Savage	District Engineer
Tim Bramwell	Bond Counsel
Ian Bacheikov	Akerman LLP

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 2:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Presentation of Supplement #1 to the Master Engineer's Report

Mr. Savage presented the pertinent information in Supplement #1 to the Master Engineer's Report dated November 16, 2023, which defines the 2023 Project. He requested approval in substantial form and subject to any changes and comments today. A sealed final version of the Report will be provided under separate cover.

The following changes will be made:

- 42 ➤ Page 2 and throughout: Change “2023 Project” to “2024 Project”
- 43 ➤ Page 4, Table 2 Permitting Matrix 2023 Project and throughout: Replace “TBD” permit
- 44 references with the original permit information or note if the item is required or not required.
- 45 ➤ Verify the 2.14 acreage discrepancy for the 114 units in the plat is accurate, and, if
- 46 necessary, change “175.94 acres” to “173.8 acres” throughout both Reports.

47

48 **FOURTH ORDER OF BUSINESS** **Presentation of Supplement Special**
 49 **Assessment Methodology Report**
 50

51 Mr. Adams noted the pertinent information in the Preliminary First Supplemental
 52 Special Assessment Methodology Report dated November 15, 2023.

53 The following changes will be made:

- 54 ➤ Table of Contents and throughout: Change “2023 Project” to “2024 Project”
- 55 ➤ Page 5, 5.2 Benefit Allocation: Add in Traditional Community “114 Twin Villas” and
- 56 change Active Community Twin Villas from “164” to “50”
- 57 ➤ Verify the 2.14 acreage discrepancy for the 114 units in the plat is accurate and, if
- 58 necessary, change “175.94 acres” to “173.8 acres” throughout both Reports.
- 59 ➤ Page 11, Capitalized Interest Period: Delete “Capitalized Interest Period” and allocate
- 60 funds towards the 2024 Project.

61 It was noted that the Supplement Special Assessment Methodology Report and
 62 Supplement #1 to the Master Engineer’s Report are Resolution exhibits and both are being
 63 approved in substantial form, subject to the changes discussed and any minor changes
 64 necessary, for the purpose of using them to market the bonds.

65

66 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2024-01,**
 67 **Supplementing Its Resolution 2022-31 by**
 68 **Authorizing the Issuance of its Special Assessment**
 69 **Revenue Bonds, Series 2023 ([2023] Project) in an**
 70 **Aggregate Principal Amount of Not Exceeding**
 71 **\$13,000,000 for the Principal Purpose of Acquiring**
 72 **and Constructing Assessable Improvements;**
 73 **Delegating to the Chair or Vice Chair of the Board**
 74 **of Supervisors of the District, Subject to**
 75 **Compliance with the Applicable Provisions Hereof,**
 76 **the Authority to Award the Sale of Such Series**
 77 **2023 Bonds to FMSbonds, Inc. by Executing and**
 78 **Delivering to Such Underwriter a Bond Purchase**

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Contract and Approving the Form Thereof; Approving the Form of and Authorizing the Execution of First Supplemental Trust Indenture; Appointing U.S. Bank Trust Company, National Association as the Trustee, Bond Registrar and Paying Agent for Such Series 2023 Bonds; Making Certain Findings; Approving Forms of Said Series 2023 Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum And the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of the District and Others to Take All Actions Required in Connection with the Issuance, Sale and Delivery of Said Series 2023 Bonds; Providing Certain Other Details with Respect to Said Series 2023 Bonds; and Providing an Effective Date

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Mr. Bramwell presented Resolution 2024-01, known as the Delegation Resolution, which accomplishes the following:

- Authorizes the issuance of this series of bonds in an aggregate principal amount not to exceed \$13 million to finance the 2024 Project, currently referred in the Engineer’s and Methodology Reports as the 2023 Project.
- Approves the related principal bond documents, which will include a First Supplemental Trust Indenture.
- Authorizes the Board to engage FMSbonds, Inc., as the Underwriter for the bonds.
- Authorizes FMSbonds, Inc., to market the bonds.
- Section 5 establishes certain parameters for the Series 2024 bonds.
- Authorizes the District’s Officers to enter into a bond Purchase Contract with the Underwriters and sets forth the parameters under which that delegation is made.
- Section 5 sets forth parameters that the aggregate principal amount of bonds shall not exceed \$13 million, along with the rates.
- The Underwriter’s discount shall not exceed 2% on the principal amount of the bonds.
- The bonds will be subject to optional redemption as determined during pricing and set forth in the Bond Purchase Contract, to be delivered by the Underwriters.

118 ➤ The maturity for the bonds will not be later than the maximum maturity date allowed
119 under Florida law.

120 ➤ Approves the form of the Continuing Disclosure Agreement to be used in connection
121 with the bonds.
122

On MOTION by Mr. McGowan and seconded by Mr. Nelson, with all in favor, Resolution 2024-01, Supplementing Its Resolution 2022-31 by Authorizing the Issuance of its Special Assessment Revenue Bonds, Series 2023 ([2023] Project) in an Aggregate Principal Amount of Not Exceeding \$13,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements; Delegating to the Chair or Vice Chair of the Board of Supervisors of the District, Subject to Compliance with the Applicable Provisions Hereof, the Authority to Award the Sale of Such Series 2023 Bonds to FMSbonds, Inc. by Executing and Delivering to Such Underwriter a Bond Purchase Contract and Approving the Form Thereof; Approving the Form of and Authorizing the Execution of First Supplemental Trust Indenture; Appointing U.S. Bank Trust Company, National Association as the Trustee, Bond Registrar and Paying Agent for Such Series 2023 Bonds; Making Certain Findings; Approving Forms of Said Series 2023 Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum And the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of the District and Others to Take All Actions Required in Connection with the Issuance, Sale and Delivery of Said Series 2023 Bonds; Providing Certain Other Details with Respect to Said Series 2023 Bonds; and Providing an Effective Date, was adopted.

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SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Series 2024 (“Series 2024 Bonds”); Making Certain Additional Findings and Adopting and Confirming An Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Series 2024 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

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162 Ms. Gentry presented Resolution 2024-02 and read the title. This Resolution approves
 163 the Supplement Special Assessment Methodology Report and Supplement #1 to the Master
 164 Engineer’s Report, both in substantial form, subject to the changes discussed and any minor
 165 changes necessary, for the purpose of using them to market the bonds. It also authorizes the
 166 Board and Staff to take all action necessary to issue and deliver the bonds within the
 167 parameters outlined for the bonds.

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169 **On MOTION by Mr. Noble and seconded by Mr. Burr, with all in favor,**
 170 **Resolution 2024-02, Series 2024 (“Series 2024 Bonds”); Making Certain**
 171 **Additional Findings and Adopting and Confirming An Engineer’s Report and a**
 172 **Supplemental Assessment Report; Delegating Authority to Prepare Final**
 173 **Reports and Update this Resolution; Confirming the Maximum Assessment Lien**
 174 **Securing the Bonds; Addressing the Allocation and Collection of the**
 175 **Assessments Securing the Series 2024 Bonds; Addressing Prepayments;**
 176 **Addressing True-Up Payments; Providing for the Supplementation of the**
 177 **Improvement Lien Book; and Providing for Conflicts, Severability and an**
 178 **Effective Date, was adopted.**

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181 **SEVENTH ORDER OF BUSINESS** **Consideration of Issuer’s Counsel**
 182 **Documents**

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184 Ms. Gentry discussed the purpose of the following items:

- 185 **A. Acquisition Agreement – Burnt Store Developers**
- 186 **B. Collateral Assignment Agreement (Series 2024 Bonds)**
- 187 **C. Completion Agreement (2024 Assessment Area)**
- 188 **D. Declaration of Consent (Series 2024 Bonds)**
- 189 **E. Disclosure of Public Financing**
- 190 **F. Notice of Imposition of Special Assessments – (Assessment Area One)**
- 191 **G. True-Up Agreement**

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193 **On MOTION by Mr. Burr and seconded by Mr. Noble, with all in favor, the**
 194 **Issuer’s Counsel Documents, including the Burnt Store Developers Acquisition**
 195 **Agreement, Collateral Assignment Agreement for the Series 2024 Bonds,**
 196 **Completion Agreement for the 2024 Assessment Area, Declaration of Consent**
 197 **for the Series 2024 Bonds, Disclosure of Public Financing, Notice of Imposition**
 198 **of Special Assessments for Assessment Area One and the True-Up Agreement,**
 199 **all in substantial form, were approved.**

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EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2023

The financials were accepted.

NINTH ORDER OF BUSINESS

Approval of August 17, 2023 Public Hearing and Regular Meeting Minutes

On MOTION by Mr. Nelson and seconded by Mr. Burr, with all in favor, the August 17, 2023 Public Hearing and Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kilinski|Van Wyk, PLLC**
- B. District Engineer: Barraco and Associates, Inc.**
- C. District Manager: Wrathell, Hunt and Associates, LLC**

There were no reports.

- **NEXT MEETING DATE: December 21, 2023, immediately following adjournment of the Tuckers Pointe CDD meeting, scheduled to commence at 2:00 PM**

- **QUORUM CHECK**

The December 21, 2023 will be cancelled.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Nelson and seconded by Mr. Burr, with all in favor, the meeting adjourned at 2:32 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

A



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors

From: Kilinski | Van Wyk PLLC

Date: January 5, 2024

Re: Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

As a follow up to our communication in July of 2023, the purpose of this memorandum is to remind our clients of new ethics training requirements applicable to Special District Supervisors. This requirement is the result of changes to Section 112.3142, *Florida Statutes*, which were passed during the 2023 Legislative Session. **The new requirements will apply in 2024.**

What is required and when is the deadline?

Supervisors will be required to complete four (4) hours of training each calendar year. For those Supervisors seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. The training must address, at a minimum, Article II of the State Constitution, the Code of Ethics for Public Officers and Employees, and Florida's public records and open meetings laws. It may be completed by taking a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required information is covered. Compliance will be reported on Form 1 each year.

Where can I find training materials?

The Florida Commission on Ethics has provided links to on-demand courses on their Ethics Training web page: <https://ethics.state.fl.us/Training/Training.aspx>. There are also many courses – both free and for a charge – available online and in-person. Kilinski | Van Wyk will be offering customized training sessions for existing clients upon request. If you have questions about whether a particular course meets the requirements, or if you would like to request a customized training session, please consult your Kilinski | Van Wyk attorney. There may also be the ability to include training within your existing Board meeting schedule.

Form 1 Submittal Changes.

Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. Please see detailed directions on filing here: <https://ethics.state.fl.us/>. Please note that Special District Supervisors are not required to file Form 6.

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

C

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Englewood Charlotte Public Library, 3450 North Access Road, Englewood, Florida 34224

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023 CANCELED	Regular Meeting	2:00 PM*
November 16, 2023	Regular Meeting	2:00 PM*
December 21, 2023 CANCELED	Regular Meeting	2:00 PM*
January 18, 2024	Regular Meeting	2:00 PM*
February 15, 2024	Regular Meeting	2:00 PM*
March 21, 2024	Regular Meeting	2:00 PM*
April 18, 2024	Regular Meeting	2:00 PM*
May 16, 2024	Regular Meeting	2:00 PM*
June 20, 2024	Regular Meeting	2:00 PM*
July 18, 2024	Regular Meeting	2:00 PM*
August 15, 2024	Regular Meeting	2:00 PM*
September 19, 2024	Regular Meeting	2:00 PM*

**Meetings will convene immediately following the adjournment of the Tuckers Pointe CDD meetings, scheduled to commence at 2:00 PM*

CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903