

CORAL CREEK

**COMMUNITY DEVELOPMENT
DISTRICT**

August 15, 2024

BOARD OF SUPERVISORS

PUBLIC HEARING

AND 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

August 8, 2024

Board of Supervisors
Coral Creek Community Development District

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

NOTE: Meeting Time

Dear Board Members:

The Board of Supervisors of the Coral Creek Community Development District will hold a Public Hearing and Regular Meeting on August 15, 2024 at 1:00 p.m., or as soon thereafter as the matter may be heard, at the Country Inn and Suites, 24244 Corporate Court, Port Charlotte, Florida 33954. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates
 - A. Consideration of Resolution 2024-07, Hereby Accepting the Audited Annual Financial Report for Fiscal Year Ended September 30, 2023
4. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2024-08, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
5. Consideration of Resolution 2024-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date.
6. Consideration of Fiscal Year 2025 Funding Agreement
7. Consideration of Lee Mar Building and Construction Corporation Agreement for the Sale of Fill Dirt

8. Consideration of Reallocation of Debt and Modification of Series 2024 Bonds Assessment Roll and Authorization of Staff to Modify Reports and Documents for Same
9. Ratification of Pay Requisition No. 18 [Lee Mar Construction Corporation \$668, 602.77]
10. Acceptance of Unaudited Financial Statements as of June 30, 2024
11. Approval of May 16, 2024 Regular Meeting Minutes
12. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk, PLLC*
 - Memorandum: Goals and Objectives Reporting
 - B. District Engineer: *Barraco & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2024
 - NEXT MEETING DATE: September 19, 2024, *immediately following adjournment of the Tuckers Pointe CDD meeting, scheduled to commence at 1:00 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

13. Board Members' Comments/Requests
14. Public Comments
15. 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

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**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Coral Creek Community Development District
Charlotte County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Coral Creek Community Development District, Charlotte County, Florida (the "District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position thereof for the fiscal year ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 19, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



June 19, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Coral Creek Community Development District, Charlotte County, Florida ("District") provides a narrative overview of the District's financial activities for the period ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

The District was established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and created by Ordinance No. 2022-008 of Charlotte County, Florida effective on February 24, 2022, and no audit was required for the prior period. As a result, the balances as of and for the period ended September 30, 2022 are for less than a twelve month period and are unaudited.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$32,392).
- The change in the District's total net position was (\$20,975), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2023, the District's governmental funds reported combined ending fund balances of (\$43,728) a decrease of (\$32,311). The total fund balance is non-spendable for prepaid items and the remainder is unassigned deficit fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental fund for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2023	2022 (Unaudited)
Current and other assets	\$ 29,840	\$ 28,775
Capital assets, net of depreciation	6,754	-
Total assets	<u>36,594</u>	<u>28,775</u>
Current liabilities	<u>68,986</u>	<u>40,192</u>
Total liabilities	<u>68,986</u>	<u>40,192</u>
Net position		
Net investment in capital assets	(273)	-
Unrestricted	<u>(32,119)</u>	<u>(11,417)</u>
Total net position	<u>\$ (32,392)</u>	<u>\$ (11,417)</u>

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position decreased during the most recent fiscal year. The majority of the decrease is attributed to bond issue cost and interest expense incurred during the current fiscal year.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2023	2022* (Unaudited)
Revenues:		
Program revenues		
Operating grants and contributions	\$ 61,309	\$ 46,713
Total revenues	<u>61,309</u>	<u>46,713</u>
Expenses:		
General government	56,704	58,130
Cost of issuance	25,580	-
Total expenses	<u>82,284</u>	<u>58,130</u>
Change in net position	<u>(20,975)</u>	<u>(11,417)</u>
Net position - beginning	(11,417)	-
Net position - ending	<u>\$ (32,392)</u>	<u>\$ (11,417)</u>

*For the period from inception February 24, 2022 to September 30, 2022

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was \$82,284. The costs of the District's activities were funded by program revenues, which are comprised primarily of Developer contributions. The majority of increase in expenses is attributed to and increase in bond validation fees.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

CAPITAL ASSETS

At September 30, 2023, the District had \$6,754 invested in capital assets for its governmental activities. In the government-wide financial statements and no depreciation has been taken. More detailed information about the District's capital assets is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District anticipates an increase in activity as the District is built out.

Subsequent to fiscal year end, the District issued \$12,820,000 of Series 2023 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2031 - May 1, 2054 and fixed interest rates ranging from 4.6% to 5.75%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have questions about this report or need additional financial information, contact the Coral Creek Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
 CHARLOTTE COUNTY, FLORIDA
 STATEMENT OF NET POSITION
 SEPTEMBER 30, 2023**

	Governmental Activities
ASSETS	
Cash	\$ 5,171
Prepays	5,200
Due from Developer	19,469
Capital assets:	
Nondepreciable	6,754
Total assets	36,594
 LIABILITIES	
Accounts payable	14,058
Unearned revenue	5,200
Developer advance	49,728
Total liabilities	68,986
 NET POSITION	
Net investment in capital assets	(273)
Unrestricted	(32,119)
Total net position	\$ (32,392)

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>	<u>Operating Grants and Contributions</u>	<u>Net (Expense) Revenue and Changes in Net Position</u>
			Governmental	
			Activities	
Primary government:				
Governmental activities:				
General government	\$ 56,704	\$ 61,309		\$ 4,605
Cost of issuance	25,580	-		(25,580)
Total governmental activities	<u>82,284</u>	<u>61,309</u>		<u>(20,975)</u>
				Change in net position (20,975)
				Net position - beginning (11,417)
				<u>\$ (32,392)</u>

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 5,171	\$ -	\$ -	\$ 5,171
Due from other funds	-	-	67	67
Due from Developer	19,402	-	67	19,469
Prepays	5,200	-	-	5,200
Total assets	<u>\$ 29,773</u>	<u>\$ -</u>	<u>\$ 134</u>	<u>\$ 29,907</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 13,924	\$ -	134	\$ 14,058
Due to other funds	67	-	-	67
Developer advance	6,000	36,701	7,027	49,728
Unearned Revenue	5,200	-	-	5,200
Total liabilities	<u>25,191</u>	<u>36,701</u>	<u>7,161</u>	<u>69,053</u>
Deferred inflows of resources:				
Unavailable revenue - Developer	4,582	-	-	4,582
Total deferred inflows of resources	<u>4,582</u>	<u>-</u>	<u>-</u>	<u>4,582</u>
Fund balances:				
Nonspendable:				
Prepaid items	5,200	-	-	5,200
Unassigned	(5,200)	(36,701)	(7,027)	(48,928)
Total fund balances	<u>-</u>	<u>(36,701)</u>	<u>(7,027)</u>	<u>(43,728)</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 29,773</u>	<u>\$ -</u>	<u>\$ 134</u>	<u>\$ 29,907</u>

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
 CHARLOTTE COUNTY, FLORIDA
 RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
 TO THE STATEMENT OF NET POSITION
 SEPTEMBER 30, 2023**

Fund balance - governmental funds		\$ (43,728)
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the assets of the government as a whole.

Capital assets, net	6,754	
Accumulated depreciation	-	6,754

Assets recorded in the governmental fund financial statements that are not available to pay for current-period expenditures are unavailable revenue in the governmental funds.

		4,582
Net position of governmental activities		\$ (32,392)

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Developer contributions	\$ 56,727	\$ -	\$ -	\$ 56,727
Total revenues	<u>56,727</u>	<u>-</u>	<u>-</u>	<u>56,727</u>
EXPENDITURES				
Current:				
General government	56,704	-	-	56,704
Debt service:				
Bond issuance costs	-	25,580	-	25,580
Capital outlay	-	-	6,754	6,754
Total expenditures	<u>56,704</u>	<u>25,580</u>	<u>6,754</u>	<u>89,038</u>
Excess (deficiency) of revenues over (under) expenditures	23	(25,580)	(6,754)	(32,311)
Fund balances - beginning	<u>(23)</u>	<u>(11,121)</u>	<u>(273)</u>	<u>(11,417)</u>
Fund balances - ending	<u>\$ -</u>	<u>\$ (36,701)</u>	<u>\$ (7,027)</u>	<u>\$ (43,728)</u>

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
 CHARLOTTE COUNTY, FLORIDA
 RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Net change in fund balances - total governmental funds	\$ (32,311)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	6,754
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental fund financial statements.	<u>4,582</u>
Change in net position of governmental activities	<u><u>\$ (20,975)</u></u>

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Coral Creek Community Development District ("District") was established effective February 24, 2022 by Ordinance 2022-008 of the Board of Commissioners of Charlotte County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. All of the Board members all affiliated with GreenPointe, LLC, the ("Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ -	\$ 6,754	\$ -	\$ 6,754
Total capital assets, not being depreciated	-	6,754	-	6,754
Governmental activities capital assets, net	\$ -	\$ 6,754	\$ -	\$ 6,754

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$97,348,920. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities.

NOTE 6 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operation of the District. In connection with that agreement, Developer contributions to the general fund \$56,727. The District reports a receivable of \$19,402 as of September 30, 2023, of which \$4,582 is classified as unavailable as of September 30, 2023.

In addition, the Developer has advanced \$36,701 to the District to cover the costs of bond validation fees and \$7,027 for construction related expenses which are to be reimbursed to the Developer from proceeds from Bonds. The District issued Bonds subsequent to fiscal year end as shown in Note 10 – Subsequent Events.

NOTE 7 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 8 – MANAGEMENT COMPANY

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 9 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

NOTE 10 – SUBSEQUENT EVENTS

Subsequent to fiscal year end, the District issued \$12,820,000 of Series 2023 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2031 - May 1, 2054 and fixed interest rates ranging from 4.6% to 5.75%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
 CHARLOTTE COUNTY, FLORIDA
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
	<u>Original & Final</u>	<u>Actual</u>	<u>(Negative)</u>
REVENUES			
Developer Contribution	\$ 96,190	\$ 56,727	\$ (39,463)
Total revenues	<u>96,190</u>	<u>56,727</u>	<u>(39,463)</u>
EXPENDITURES			
Current:			
General government	96,190	56,704	39,486
Total expenditures	<u>96,190</u>	<u>56,704</u>	<u>39,486</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	23	<u>\$ 23</u>
Fund balance - beginning		<u>(23)</u>	
Fund balance - ending		<u>\$ -</u>	

See notes to required supplementary information

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
 CHARLOTTE COUNTY, FLORIDA
 OTHER INFORMATION – DATA ELEMENTS
 REQUIRED BY FL STATUTE 218.39(3)(C)
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
 UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	0
Employee compensation	\$0
Independent contractor compensation	\$61,226
Construction projects to begin on or after October 1; (\$65K)	None
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - N/A Debt service - N/A
Special assessments collected	
Outstanding Bonds:	N/A



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Coral Creek Community Development District
Charlotte County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Coral Creek Community Development District, Charlotte County, Florida (the "District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 19, 2024

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bhav & Associates

June 19, 2024



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Coral Creek Community Development District
Charlotte County, Florida

We have examined Coral Creek Community Development District, Charlotte County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Coral Creek Community Development District, Charlotte County, Florida and is not intended to be and should not be used by anyone other than these specified parties

Grau & Associates

June 19, 2024



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Coral Creek Community Development District
Charlotte County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Coral Creek Community Development District, Charlotte County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 19, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 19, 2024, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Coral Creek Community Development District, Charlotte County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Coral Creek Community Development District, Charlotte County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 19, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

N/A – first year audit

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

N/A – first year audit

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2023. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 21.

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

3A

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

WHEREAS, the District’s Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Annual Financial Report for Fiscal Year 2023;

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

1. The Audited Annual Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 15th day of August, 2024.

ATTEST:

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

4A



PUBLISHER’S AFFIDAVIT OF PUBLICATION STATE OF FLORIDA COUNTY OF CHARLOTTE:

Before the undersigned authority personally appeared Amber Douglas, who on oath says that she is the Legal Advertising Representative of The Daily Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

07/26/24, 08/02/24

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Sworn and subscribed before me this 2nd day of August, 2024

(Signature of Notary Public)



Personally known X OR Produced Identification

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS’ MEETING.

The Board of Supervisors (“Board”) of the Coral Creek Community Development District (“District”) will hold a public hearing on **August 15, 2024, at 1:00 p.m.**, or as soon thereafter as the matter may be heard, at the **Country Inn and Suites, 24244 Corporate Court, Port Charlotte, Florida 33954**, for the purpose of hearing comments and objections on the adoption of the proposed budget (“Proposed Budget”) of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“Fiscal Year 2024/2025”). A regular board meeting of the District will also be held at that time where the Board may consider any other business that properly comes before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 (“District Manager’s Office”), during normal business hours or by visiting the District’s website at <https://coralcreekcdd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the hearing and meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this hearing and meeting because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/ 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

District Manager
PUBLISH: 07/26/24, 08/02/24
427283 3934454

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2024-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2024, submitted to the Board of Supervisors (“**Board**”) of the Coral Creek Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2025**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Coral Creek Community Development District for the Fiscal Year Ending September 30, 2025."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025, the sum of \$994,765 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$108,410
TOTAL DEBT SERVICE FUND (2024 Bonds)	\$886,355
TOTAL ALL FUNDS	\$994,765

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025 or within 60 days following the end of the Fiscal Year 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2024.

ATTEST:

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget for Fiscal Year 2025

Exhibit A: Adopted Budget for Fiscal Year 2025

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
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**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024			Proposed Budget FY 2025	
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024		Total Actual & Projected
REVENUES					
Landowner contribution	\$ 96,190	43,878	63,790	\$ 107,668	\$ 108,410
Total revenues	<u>96,190</u>	<u>43,878</u>	<u>63,790</u>	<u>107,668</u>	<u>108,410</u>
EXPENDITURES					
Professional & administrative					
Supervisors	2,400	431	1,969	2,400	2,400
Management/accounting/recording	45,000	22,500	22,500	45,000	45,000
Debt service fund accounting	5,000	-	5,000	5,000	5,000
Legal	20,000	5,987	7,500	13,487	15,000
Engineering	2,000	8,343	8,500	16,843	20,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,000	-	1,000	1,000	1,000
Trustee*	4,000	-	4,000	4,000	4,000
Telephone	200	100	100	200	200
Postage	500	103	397	500	500
Printing & binding	500	250	250	500	500
Legal advertising	2,000	366	500	866	1,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	-	5,200	5,720
Contingencies/bank charges	750	43	707	750	750
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Total expenditures	<u>96,190</u>	<u>44,203</u>	<u>58,883</u>	<u>103,086</u>	<u>108,410</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(325)	4,907	4,582	-
Fund balance - beginning (unaudited)	-	(4,582)	(4,907)	(4,582)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(4,907)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (4,907)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 2,400
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	45,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Debt service fund accounting	5,000
Legal	15,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	20,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	4,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,720
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u>\$108,410</u>

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2025
	Amended Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024		
REVENUES					
Assessment levy: off-roll	\$ 353,178	\$ -	\$ 353,178	\$ 353,178	\$ 885,855
Interest	-	416	-	416	-
Total revenues	<u>353,178</u>	<u>416</u>	<u>353,178</u>	<u>353,594</u>	<u>885,855</u>
EXPENDITURES					
Debt service					
Principal	-	-	-	-	180,000
Interest	125,574	-	125,574	125,574	706,355
Tax collector	-	-	-	-	-
Cost of issuance	230,548	215,765	14,783	230,548	-
Total expenditures	<u>356,122</u>	<u>215,765</u>	<u>140,357</u>	<u>356,122</u>	<u>886,355</u>
Excess/(deficiency) of revenues over/(under) expenditures	(2,944)	(215,349)	212,821	(2,528)	(500)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	1,518,135	1,518,135	-	1,518,135	-
Underwriter's discount	(256,400)	(256,400)	-	(256,400)	-
Original issue discount	(19,757)	(19,757)	-	(19,757)	-
Total other financing sources/(uses)	<u>1,241,978</u>	<u>1,241,978</u>	<u>-</u>	<u>1,241,978</u>	<u>-</u>
Net increase/(decrease) in fund balance	1,239,034	1,026,629	212,821	1,239,450	(500)
Fund balance:					
Beginning fund balance (unaudited)	-	(36,701)	989,928	(36,701)	1,202,749
Ending fund balance (projected)	<u>\$1,239,034</u>	<u>\$ 989,928</u>	<u>\$1,202,749</u>	<u>\$ 1,202,749</u>	<u>1,202,249</u>
Use of fund balance:					
Debt service reserve account balance (required)					(885,856)
Interest expense - November 1, 2025					(353,178)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ (36,785)</u>

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance	
02/27/24						
05/01/24			125,574.22	125,574.22	12,820,000.00	CAP1
11/01/24			353,177.50	353,177.50	12,640,000.00	
05/01/25	180,000.00	4.600%	353,177.50	533,177.50	12,640,000.00	
11/01/25			349,037.50	349,037.50	12,450,000.00	
05/01/26	190,000.00	4.600%	349,037.50	539,037.50	12,450,000.00	
11/01/26			344,667.50	344,667.50	12,250,000.00	
05/01/27	200,000.00	4.600%	344,667.50	544,667.50	12,250,000.00	
11/01/27			340,067.50	340,067.50	12,040,000.00	
05/01/28	210,000.00	4.600%	340,067.50	550,067.50	12,040,000.00	
11/01/28			335,237.50	335,237.50	11,820,000.00	
05/01/29	220,000.00	4.600%	335,237.50	555,237.50	11,820,000.00	
11/01/29			330,177.50	330,177.50	11,590,000.00	
05/01/30	230,000.00	4.600%	330,177.50	560,177.50	11,590,000.00	
11/01/30			324,887.50	324,887.50	11,350,000.00	
05/01/31	240,000.00	4.600%	324,887.50	564,887.50	11,350,000.00	
11/01/31			319,367.50	319,367.50	11,100,000.00	
05/01/32	250,000.00	5.450%	319,367.50	569,367.50	11,100,000.00	
11/01/32			312,555.00	312,555.00	10,835,000.00	
05/01/33	265,000.00	5.450%	312,555.00	577,555.00	10,835,000.00	
11/01/33			305,333.75	305,333.75	10,555,000.00	
05/01/34	280,000.00	5.450%	305,333.75	585,333.75	10,555,000.00	
11/01/34			297,703.75	297,703.75	10,260,000.00	
05/01/35	295,000.00	5.450%	297,703.75	592,703.75	10,260,000.00	
11/01/35			289,665.00	289,665.00	9,950,000.00	
05/01/36	310,000.00	5.450%	289,665.00	599,665.00	9,950,000.00	
11/01/36			281,217.50	281,217.50	9,620,000.00	
05/01/37	330,000.00	5.450%	281,217.50	611,217.50	9,620,000.00	
11/01/37			272,225.00	272,225.00	9,270,000.00	
05/01/38	350,000.00	5.450%	272,225.00	622,225.00	9,270,000.00	
11/01/38			262,687.50	262,687.50	8,900,000.00	
05/01/39	370,000.00	5.450%	262,687.50	632,687.50	8,900,000.00	
11/01/39			252,605.00	252,605.00	8,510,000.00	
05/01/40	390,000.00	5.450%	252,605.00	642,605.00	8,510,000.00	
11/01/40			241,977.50	241,977.50	8,100,000.00	
05/01/41	410,000.00	5.450%	241,977.50	651,977.50	8,100,000.00	
11/01/41			230,805.00	230,805.00	7,665,000.00	
05/01/42	435,000.00	5.450%	230,805.00	665,805.00	7,665,000.00	
11/01/42			218,951.25	218,951.25	7,205,000.00	
05/01/43	460,000.00	5.450%	218,951.25	678,951.25	7,205,000.00	
11/01/43			206,416.25	206,416.25	6,720,000.00	
05/01/44	485,000.00	5.450%	206,416.25	691,416.25	6,720,000.00	
11/01/44			193,200.00	193,200.00	6,210,000.00	
05/01/45	510,000.00	5.750%	193,200.00	703,200.00	6,210,000.00	
11/01/45			178,537.50	178,537.50	5,670,000.00	
05/01/46	540,000.00	5.750%	178,537.50	718,537.50	5,670,000.00	
11/01/46			163,012.50	163,012.50	5,095,000.00	
05/01/47	575,000.00	5.750%	163,012.50	738,012.50	5,095,000.00	
11/01/47			146,481.25	146,481.25	4,485,000.00	
05/01/48	610,000.00	5.750%	146,481.25	756,481.25	4,485,000.00	

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/48			128,943.75	128,943.75	3,840,000.00
05/01/49	645,000.00	5.750%	128,943.75	773,943.75	3,840,000.00
11/01/49			110,400.00	110,400.00	3,160,000.00
05/01/50	680,000.00	5.750%	110,400.00	790,400.00	3,160,000.00
11/01/50			90,850.00	90,850.00	2,435,000.00
05/01/51	725,000.00	5.750%	90,850.00	815,850.00	2,435,000.00
11/01/51			70,006.25	70,006.25	1,670,000.00
05/01/52	765,000.00	5.750%	70,006.25	835,006.25	1,670,000.00
11/01/52			48,012.50	48,012.50	1,670,000.00
05/01/53	810,000.00	5.750%	48,012.50	858,012.50	860,000.00
11/01/53			24,725.00	24,725.00	860,000.00
05/01/54	860,000.00	5.750%	24,725.00	884,725.00	-
11/01/54			-	-	-
Total	12,820,000.00		14,045,862.50	26,865,862.50	

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Off-Roll Assessments					
<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
<u>Traditional Community</u>					
Twin Villas	114	\$ -	\$ 1,399.77	\$ 1,399.77	\$ 558.07
Single Family 40'	75	-	1,599.74	1,599.74	637.79
Single Family 50'	110	-	1,999.67	1,999.67	797.24
Single Family 60'	30	-	2,399.61	2,399.61	956.69
Total	329				
 <u>Active Adult Community</u>					
Coach Homes	32	\$ -	\$ 799.87	\$ 799.87	\$ 318.90
Twin Villas	50	-	1,399.77	1,399.77	558.07
Single Family 40'	73	-	1,599.74	1,599.74	637.79
Single Family 50'	51	-	1,999.67	1,999.67	797.24
Total	206				

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Coral Creek Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Charlotte County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"), the Board of Supervisors ("**Board**") of the District has adopted its budgets, including its operations and maintenance budget and debt service budgets ("**Adopted Budget**") attached hereto as **Exhibit "A"** and now desires to set forth the method by which debt service special assessments shall be collected and enforced; and

WHEREAS, the District has entered into a funding agreement for the purpose of funding the operations and maintenance portion of the Adopted Budget and accordingly is not at this time levying a special assessment to fund its Fiscal Year 2024/2025 operations and maintenance budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2024/2025; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to directly collect the debt special assessments as identified in the Assessment Roll; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

SECTION 2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Direct Bill Assessments.** The previously levied debt service special assessments, will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B”**. Assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than October 1, 2024, 25% due no later than February 1, 2025, and 25% due no later than April 1, 2025. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2024/2025, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- B. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District

reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 3. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B"**, is hereby certified for collection. The proceeds therefrom shall be paid to the District.

SECTION 4. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 5. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 15th day of August, 2024.

ATTEST:

**CORAL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

6

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025 FUNDING AGREEMENT**

This agreement ("**Agreement**") is made and entered into this 1st day of October 2024, by and between:

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

BURNT STORE DEVELOPERS, LLC, a Delaware limited liability company and a landowner in the District ("**Developer**"), with a mailing address of 7807 Baymeadows Road, Suite 205, Jacksonville, Florida 32256.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Charlotte County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to 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, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2025 Budget**"); and

WHEREAS, this Fiscal Year 2025 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. FUNDING. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2025 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. CONTINUING LIEN. District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2025 Budget" in the public records of Charlotte County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the

Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. ALTERNATIVE COLLECTION METHODS.

A. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

B. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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.

5. 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 the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the

District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY. 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. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. COMPLIANCE WITH PUBLIC RECORDS LAWS. Developer understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Developer acknowledges that the designated public records custodian for the District is **Wrathell, Hunt & Associates, LLC** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Developer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Developer, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, ADAMSC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

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

**CORAL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Its: _____

BURNT STORE DEVELOPERS, LLC,
a Delaware limited liability company

By: _____
Its: _____

EXHIBIT A: Property Description
EXHIBIT B: Fiscal Year 2025 Budget

EXHIBIT A:
Property Description

Parcel in
Section 4, Township 42 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 4, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows: BEGINNING at the Southeast corner of said Section 4 run S89°37'27"W along the South line of the Southeast Quarter (SE 1/4) of said Section 4 for 2,134.64 feet; thence run N03°04'53"W for 1,396.36 feet; thence run S86°55'07"W for 27.20 feet; thence run N03°04'53"W for 70.00 feet; thence run N86°55'07"E for 27.20 feet; thence run N03°04'53"W for 1,204.97 feet to an intersection with the North line of the South Half (S 1/2) of said Section 4; thence run N89°57'27"E along said North line for 2,141.46 feet to the East Quarter corner of said Section 4; thence run S02°56'52"E along the East line of said Southeast Quarter (SE 1/4) of Section 4 for 2,658.57 feet to the POINT OF BEGINNING.

Containing 130.69 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on South line of the Southeast Quarter (SE 1/4) of Section 4 to bear S89°37'27"W.

Together with:

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°57'59"E along the East line of the Northeast Quarter (NE 1/4) of said Section 9 for 2,664.03 feet to the East Quarter corner of said Section 9; thence run S00°56'41"E along the East line of the Southeast Quarter (SE 1/4) of said Section 9 for 1,040.12 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 two (2) courses: S89°02'28"W for 3,911.72 feet and S00°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°04'54"W for 508.38 feet; S87°18'24"W for 536.38 feet and S89°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°08'12"W for 780.13 feet and N89°51'48"E for 463.86 feet; thence run N00°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°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°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 two (2) courses: N89°52'01"E for 3,098.88 feet and run N03°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°37'27"E along said North line for 2,134.64 feet to the POINT OF BEGINNING. Containing 295.13 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on East line of the of the Southeast Quarter (SE 1/4) of Section 9 to bear S00°56'41"E.

Together containing 425.82 acres, more or less.

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

7

AGREEMENT BETWEEN THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT AND LEE MAR BUILDING AND CONSTRUCTION CORPORATION FOR THE SALE OF FILL DIRT

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of this ____ day of August 2024, by and between:

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

LEE MAR BUILDING AND CONSTRUCTION CORPORATION, a Florida corporation with a local mailing address of 15685 Pine Ridge Road, Fort Myers, Florida 33908 (the “**Buyer**” and together with the “**District**”, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the District is in possession of earth material in excess of the amount needed to construct planned District improvements (the “**Fill Dirt**”); and

WHEREAS, the District has determined the sale of the Fill Dirt is in the best interest of the District;

WHEREAS, Buyer wishes to purchase the Fill Dirt and has the means to purchase and cause the Fill Dirt to be transported from the District’s property.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the Buyer to the District of the sums of money herein specified, it is mutually covenanted and agreed as follows:

- 1. SALE.** District agrees to sell to Buyer, and Buyer agrees to purchase and cause the transport of certain quantities of Fill Dirt owned by the District.
- 2. LOCATION AND QUANTITY OF FILL DIRT.** The Fill Dirt the District intends to sell, and Buyer agrees to purchase and cause the transport of, is located within the boundaries of the Coral Creek Community Development District (the “**Site(s)**”). The District is in possession of

approximately 250,000 cubic yards of Fill Dirt available for purchase by the Buyer (the “Stockpile”).

3. PURCHASE PRICE. Buyer shall be billed at a rate of **\$4.25 per cubic yard** of Fill Dirt removed from the Stockpile. Buyer shall compensate the District for the Fill Dirt in monthly installments based on the amount of Fill Dirt removed by the Buyer during a given month.

- a. The District will accept compensation in the form of an offset on monthly invoices issued to the District by the Buyer for ongoing projects for which the Parties have separately contracted (“**Construction Contract**”) or, if no Construction Contracts remain outstanding, in the form of monthly payments to the District consistent with the timeline provided herein.
- b. Buyer shall deliver a surveyed calculation of the amount of Fill Dirt removed from the Stockpile to the District on a monthly basis for verification by the District. The District further reserves the right to inspect Buyer’s records kept in conjunction with this Agreement to verify the amount of Fill Dirt removed by Buyer during a given month, but Buyer has the obligation for accurate accounting and reporting thereof.
- c. The District agrees to render monthly invoices within fifteen (15) days of receipt of Buyer’s verified calculation. The verified monthly amount shall be reflected on the next Construction Contract pay application as a deduct. Otherwise, if no Construction Contracts remain, Buyer shall pay District within fifteen (15) days of removal of any Fill Dirt from the Site.

4. CONDITIONS. The Buyer purchases the Fill Dirt subject to the following conditions:

- a. Buyer is solely responsible for the acquisition and transportation of the Fill Dirt, including but not limited to loading, unloading, hauling, and all expenses associated therewith. The risk of loss from any casualty to, or caused by, the Fill Dirt, regardless of the cause, shall be on the Buyer upon taking possession of any quantity of the Fill Dirt regardless of what party transports such Fill Dirt.
- b. Buyer shall not take any action that may negatively affect the operations, property, or construction activities of the District or its agents.
- c. Buyer shall comply with all applicable federal, state, and local laws, and codes, including but without limitation, all professional registration, licensing, and permitting requirements in effect during the term of this Agreement, and shall, if requested by the District, provide certifications of compliance with all such requirements.
- d. For all actions taken in furtherance of this Agreement, Buyer shall perform in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.

5. “AS-IS” CONDITION OF THE FILL DIRT. The Fill Dirt is sold in an “as-is” condition. The District makes no warranties of any kind to the Buyer regarding the merchantability, marketability, profitability, or fitness of the Fill Dirt for any particular purpose. This clause shall be broadly interpreted in favor of the District.

Buyer accepts the Fill Dirt in “as-is” condition upon execution of this Agreement, including, without limitation, any hidden defects or environmental conditions affecting the Fill Dirt, whether known or unknown and whether or not such defects were discoverable through inspection of the Fill Dirt. Buyer acknowledges that the District and its agents, employees, or representatives have not made, and the District further disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, relating to the conformity of the Fill Dirt to any laws, rules, ordinances, or regulations of any federal state or local governmental authority.

6. BOOKS AND RECORDS. Buyer shall maintain comprehensive books, records, and transportation logs relating to all transactions occurring under this Agreement. Such books, records, and logs shall be retained by Buyer for a period of at least four (4) years after the parties’ final transaction under this Agreement has occurred (or such longer period to the extent required by Florida’s public records retention laws). The District, or its authorized representative, shall have the right to audit such books, records, and logs at any reasonable time upon prior notice to Buyer.

7. INSURANCE. Buyer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers’ Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$3,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Buyer shall, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five (5) years after the termination of this Agreement.

The District and its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties on the policies required hereunder. The Buyer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No

certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Buyer 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, the Buyer 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.

8. INDEMNIFICATION. Buyer shall indemnify, defend, and hold harmless the District and its supervisors, officers, staff, employees, representatives, and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Buyer, and other persons employed or utilized by Buyer in the performance of this Agreement including but not limited to receiving entities of the Fill Dirt, haulers and all others. Nothing in this section is intended to waive or alter any other remedies that the District may have against Buyer. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

9. SOVEREIGN IMMUNITY. Buyer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

10. PUBLIC RECORDS. Buyer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Buyer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Buyer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Buyer does not transfer the records to the District.

- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Buyer or keep and maintain public records required by the District to perform the service. If the Buyer transfers all public records to the District upon completion of this Agreement, the Buyer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Buyer keeps and maintains public records upon completion of the Agreement, the Buyer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF BUYER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO BUYER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

11. **E-VERIFY.** Buyer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Buyer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Buyer has knowingly violated Section 448.091, *Florida Statutes*. If the Buyer anticipates entering into agreements with a Buyer for the Work, Buyer will not enter into the Buyer agreement without first receiving an affidavit from the Buyer regarding compliance with Section 448.095, *Florida Statutes*, and stating that the Buyer does not employ, contract with, or subcontract with an unauthorized alien. Buyer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a Buyer has knowingly violated Section 448.095, *Florida Statutes*, but the Buyer has otherwise complied with its obligations hereunder, the District shall promptly notify the Buyer. The Buyer agrees to immediately terminate the agreement with the Buyer upon notice from the District. Further, absent such notification from the District, the Buyer or any Buyer who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Buyer represents that no public employer has terminated a contract with the Buyer under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

12. **ASSIGNMENT.** Buyer shall not assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the District. Nothing in this paragraph shall prevent the Buyer from employing such independent professional associates and consultants as Buyer deems appropriate, pursuant to the terms of this Agreement.

13. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

14. CONTROLLING LAW. Buyer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in a court of competent jurisdiction located in Charlotte County, Florida.

15. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Buyer. The District or the Buyer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Buyer receives notification of the intent of the District to terminate the contract, the Buyer shall cease all activities and transactions associated with this Agreement. In the event of any termination or breach of any kind, the Buyer shall not be entitled to consequential damages of any kind (including but not limited to lost profits).

16. 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 and formally approved by the District.

17. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. In the event that either the District or Buyer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred.

18. 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, overnight delivery or electronic mail read receipt to the Parties, as follows:

a. If to District: Coral Creek CDD
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chuck Adams
adamsc@whhassociates.com

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
jennifer@cddlawyers.com

b. If to Buyer: Lee Mar Building and Construction Corporation
15685 Pine Ridge Road
Fort Myers, Florida 33908
Attn: Ronald Felts Jr
Butch@leemar.us

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for Buyer may deliver Notice on behalf of the District and Buyer. 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 in this Agreement.

19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

21. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Buyer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**CORAL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

**LEE MAR BUILDING AND CONSTRUCTION
CORPORATION, a Florida corporation**

By: _____
Its: _____

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

8

TURNLEAF

PART OF SECTION 489,
TOWNSHIP 42 SOUTH, RANGE 23 EAST
CHARLOTTE COUNTY, FLORIDA

THIS PLAN IS PRELIMINARY AND
INTENDED FOR CONCEPTUAL
PLANNING PURPOSES ONLY.

SITE LAYOUT AND LAND USE
INTENSITIES OR DENSITIES MAY
CHANGE SIGNIFICANTLY BASED
UPON SURVEY, ENGINEERING,
ENVIRONMENTAL AND / OR
REGULATORY CONSTRAINTS AND /
OR OPPORTUNITIES.

DRAWING NOT VALID WITHOUT SEAL, SIGNATURE AND DATE
© COPYRIGHT 2024, BARRACO AND ASSOCIATES, INC.
REPRODUCTION, CHANGES OR ASSIGNMENTS ARE PROHIBITED

FILE NAME | 23991_CDD EXPANSION.DWG
LOCATION | J:\23991\DWG\EXHIBITS\1
PLOT DATE | FRI, 7-26-2024 - 11:56 AM
PLOT BY | GUY SAPEN

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

NO.	DATE	DESCRIPTION

PLAN STATUS

EXHIBIT

**2024 PROJECT
CDD LIMITS
EXPANSION**

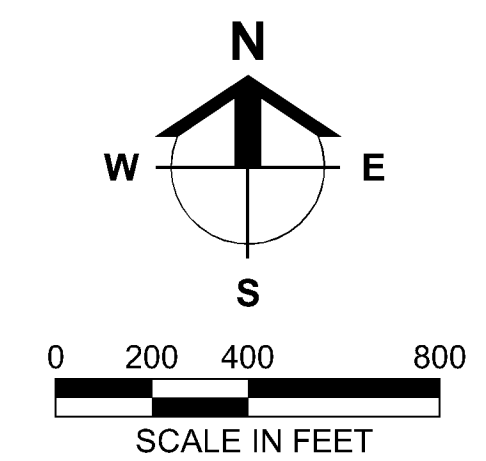
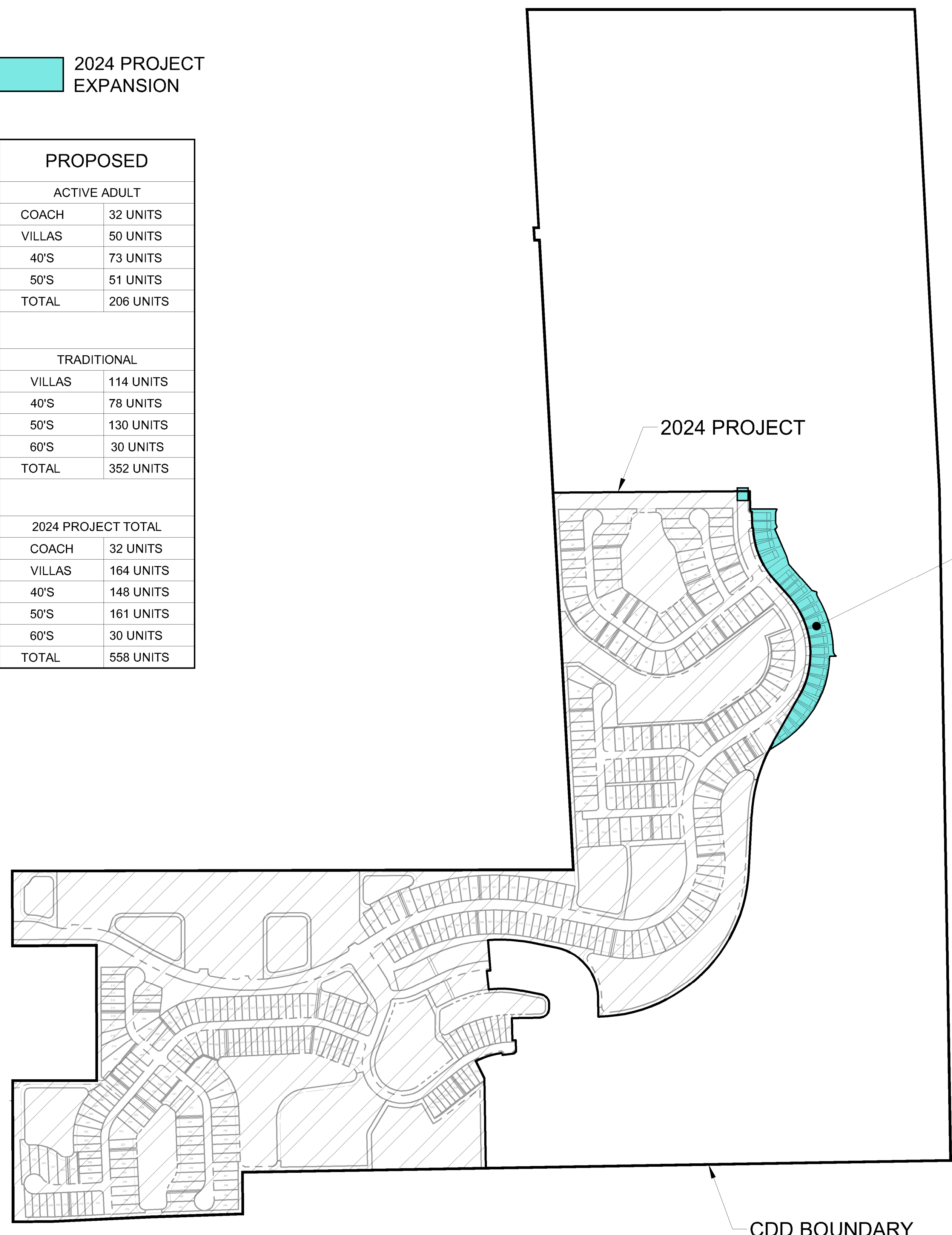
PROJECT / FILE NO.	SHEET NUMBER
23991	EXH

 2024 PROJECT

 2024 PROJECT EXPANSION

EXISTING	
ACTIVE ADULT	
COACH	32 UNITS
VILLAS	50 UNITS
40'S	73 UNITS
50'S	51 UNITS
TOTAL	206 UNITS
TRADITIONAL	
VILLAS	114 UNITS
40'S	75 UNITS
50'S	110 UNITS
60'S	30 UNITS
TOTAL	329 UNITS
2024 PROJECT TOTAL	
COACH	32 UNITS
VILLAS	164 UNITS
40'S	148 UNITS
50'S	161 UNITS
60'S	30 UNITS
TOTAL	535 UNITS

PROPOSED	
ACTIVE ADULT	
COACH	32 UNITS
VILLAS	50 UNITS
40'S	73 UNITS
50'S	51 UNITS
TOTAL	206 UNITS
TRADITIONAL	
VILLAS	114 UNITS
40'S	78 UNITS
50'S	130 UNITS
60'S	30 UNITS
TOTAL	352 UNITS
2024 PROJECT TOTAL	
COACH	32 UNITS
VILLAS	164 UNITS
40'S	148 UNITS
50'S	161 UNITS
60'S	30 UNITS
TOTAL	558 UNITS



2024 PROJECT

2024 PROJECT EXPANSION

CDD BOUNDARY

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

9

VIA EMAIL

August 7, 2024

Mr. Chuck Adams, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Coral Creek Community Development District (CDD)
Pay Requisition No. 18

Dear Mr. Adams,

Enclosed please find Pay Requisition No. 18, and all supporting documentation, payable to the Contractor, Lee Mar Construction Corporation, in the amount of \$668,602.77. We have reviewed the submitted documents and as indicated, have determined those items payable by the Coral Creek CDD. We have subsequently prepared the enclosed requisition for further processing. Additionally, we are including the Developer, GreenPointe Developers, LLC, on this correspondence to indicate those items not payable by the Coral Creek CDD, in the amount of \$31,578.18, and requesting payment of this remaining balance associated with the above referenced requisition be furnished by the Developer to the Contractor.

Please note the review and preparation of the above referenced pay requisition is strictly a verification that the quantities indicated herein accurately reflect the general progress of the work, as well as a determination to the extent the requested items are CDD fundable. As such, the submittal does not include releases of liens over the completed work requested for payment.

If you should have any questions or require additional information, please advise.

Very truly yours,

BARRACO AND ASSOCIATES, INC.



Frank Savage
Senior Project Manager

cc. Kilinski Van Wyk – Jennifer Kilinski (via email)
Lee Mar Construction Corporation – Butch Felts, Jimmy Thompson, Luke Felts, Andy Penny (via email)
GreenPointe Developers, LLC – Grady Miars, Jim McGowan, Bruce Noble, Tiffany Epstein (via email)

24064

FORM OF REQUISITION 2024 Acquisition and Construction Account

Coral Creek Community Development District
Charlotte County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (2024 Project)

The undersigned, a Responsible Officer of the Coral Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of February 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of February 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: 18
- (B) Name of Payee: Lee Mar Construction Corporation
- (C) Amount Payable: \$668,602.77
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): *Phase 1 Agreement between the CDD and Lee Mar Construction*
- (E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2024 Project;
4. each disbursement represents a Cost of the 2024 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CORAL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the 2024 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the 2024 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the 2024 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the 2024 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the 2024 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

 8-7-24

District Engineer

Summary of CDD Eligibility (breakdown by invoice - see below for details)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Work Verified	Notes
Lee Mar Construction Corporation	7/31/2024	224100	\$ 700,180.95	\$ 668,602.77	Yes (BAI)	Earthwork, Drainage, Potable Water and Wastewater improvements
Total Amount (this requisition)			\$ 700,180.95	\$ 668,602.77		

CDD Eligible (this requisition)	\$ 668,602.77
Balance to be funded by Developer	\$ 31,578.18

Breakdown by Improvement Category (breakdown by invoice - see below for details)

Vendor	Date	Invoice No(s)	SWM/ Drainage/ Environmental	Onsite Roadway	Potable Water Distribution	Wastewater Collection	Landscape and Irrigation	Offsite Roadway	Professional	Unaccounted Funds (must = 0)
Lee Mar Construction Corporation	7/31/2024	224100	\$ 5,925.51	\$ 139,052.62	\$ 93,317.83	\$ 430,306.81	\$ -	\$ -	\$ -	\$ -
			\$ 5,925.51	\$ 139,052.62	\$ 93,317.83	\$ 430,306.81	\$ -	\$ -	\$ -	\$ -

EXHIBIT A
Coral Creek CDD/ Developer Cost Breakdown
Turnleaf Phase 1 (Lee Mar Contract No. 22319)
 Lee Mar Pay Application No. 12

8/7/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 12	Percent CDD Fundable	Amount CDD Fundable Pay App 12	Balance Developer Pay App 12	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
I. EARTHWORK										
101-1	Mobilization	\$ 100,000.00	\$ -	80%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110-1	Clearing and Grubbing (Light)	\$ 253,500.00	\$ -	48%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110-2	Clearing and Grubbing (Heavy)	\$ 53,950.00	\$ -	28%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120-1	Finish Grading (Phase 1 Limits)	\$ 400,000.00	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120-2	Excavation (Haul, Spread & Compact)	\$ 1,691,625.00	\$ -	80%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120-3	Excavation (Haul to Future Phases, Spread, Compact & Rough Grading)	\$ 211,312.50	\$ -	80%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110-2	Erosion Control/ NPDES Compliance	\$ 50,000.00	\$ 3,500.00	80%	\$ 2,800.00	\$ 700.00	\$ 140.00	\$ 35.00	\$ 2,660.00	\$ 665.00
A.	Inlet Protection	\$ 44,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.	Construction Entrance	\$ 10,000.00	\$ -	80%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110-3	Silt Fence (Single)	\$ 39,929.75	\$ -	80%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110-4	Silt Fence (Double)	\$ 19,779.00	\$ -	80%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
575-1	Sodding (Lakes, Berm, Swale, Back of Curb)	\$ 326,400.00	\$ 13,602.00	100%	\$ 13,602.00	\$ -	\$ 680.10	\$ -	\$ 12,921.90	\$ -
575-2	Seed and Mulch (Development area)	\$ 282,500.00	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.	Construction Staking	\$ 242,500.00	\$ 12,125.00	80%	\$ 9,700.00	\$ 2,425.00	\$ 485.00	\$ 121.25	\$ 9,215.00	\$ 2,303.75
D.	Materials Testing	\$ 99,062.50	\$ 3,962.50	80%	\$ 3,170.00	\$ 792.50	\$ 158.50	\$ 39.63	\$ 3,011.50	\$ 752.88
SUBTOTAL EARTHWORK		\$ 3,824,558.75	\$ 33,189.50		\$ 29,272.00	\$ 3,917.50	\$ 1,463.60	\$ 195.88	\$ 27,808.40	\$ 3,721.63
II. ROADWAY										
160-1	Type "B" Stabilization (6")	\$ 206,150.00	\$ 19,967.50	100%	\$ 19,967.50	\$ -	\$ 998.38	\$ -	\$ 18,969.13	\$ -
200-1	Limerock Base w/ Prime Coat (6")	\$ 620,391.00	\$ 60,227.64	100%	\$ 60,227.64	\$ -	\$ 3,011.38	\$ -	\$ 57,216.26	\$ -
331-1	Asphalt Concrete Type S-III 3/4" (1st Lift)	\$ 310,651.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
520-1	Type "A" Curb	\$ 28,730.24	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
520-2	Type "F" Curb	\$ 160,297.50	\$ 60,118.74	100%	\$ 60,118.74	\$ -	\$ 3,005.94	\$ -	\$ 57,112.80	\$ -
520-3	2' Valley Gutter	\$ 367,791.60	\$ 3,484.80	100%	\$ 3,484.80	\$ -	\$ 174.24	\$ -	\$ 3,310.56	\$ -
520-4	3' Valley Gutter	\$ 12,390.00	\$ 2,572.50	100%	\$ 2,572.50	\$ -	\$ 128.63	\$ -	\$ 2,443.88	\$ -
A.	VG Inlet Adjustments	\$ 18,095.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
522-1	5' Concrete Sidewalk (Common Areas)	\$ 50.65	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
522-2	ADA Detectable Warning	\$ 9,982.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
700-1	Signing and Pavement Markings	\$ 23,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.	Finish Grading (ROW)	\$ 100,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL ROADWAY		\$ 1,858,029.49	\$ 146,371.18		\$ 146,371.18	\$ -	\$ 7,318.56	\$ -	\$ 139,052.62	\$ -
III. STORM DRAINAGE										
425-1	18" FES	\$ 17,387.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
425-2	24" FES	\$ 24,075.00	\$ 4,012.50	100%	\$ 4,012.50	\$ -	\$ 200.63	\$ -	\$ 3,811.88	\$ -
425-3	30" FES	\$ 42,800.00	\$ -	87.5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
425-4	36" FES	\$ 37,878.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
425-5	42" FES	\$ 29,211.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
425-6	48" FES	\$ 9,148.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
425-7	Valley Gutter Inlet	\$ 353,287.25	\$ 22,550.25	100%	\$ 22,550.25	\$ -	\$ 1,127.51	\$ -	\$ 21,422.74	\$ -
425-8	Type "C" Inlet	\$ 286,332.00	\$ 35,791.50	78.3%	\$ 28,024.74	\$ 7,766.76	\$ 1,401.24	\$ 388.34	\$ 26,623.51	\$ 7,378.42
425-9	Type "E" Inlet	\$ 49,648.00	\$ 6,206.00	100%	\$ 6,206.00	\$ -	\$ 310.30	\$ -	\$ 5,895.70	\$ -
425-10	Type "g" Inlet	\$ 177,218.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
425-12	Junction Box	\$ 147,339.00	\$ 49,113.00	100%	\$ 49,113.00	\$ -	\$ 2,455.65	\$ -	\$ 46,657.35	\$ -
425-13	Control Structures (Modified Type "E" Inlet)	\$ 78,645.00	\$ 11,235.00	100%	\$ 11,235.00	\$ -	\$ 561.75	\$ -	\$ 10,673.25	\$ -
425-14	Spreader Swale	\$ 19,928.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
425-15	12" FES	\$ 2,996.00	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
425-16	8" FES	\$ 1,337.50	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
430-1	18" ADS HP	\$ 196,225.92	\$ 1,270.72	67.1%	\$ 852.65	\$ 418.07	\$ 42.63	\$ 20.90	\$ 810.02	\$ 397.16
430-2	24" ADS HP	\$ 241,520.40	\$ 57,394.80	83.7%	\$ 48,039.45	\$ 9,355.35	\$ 2,401.97	\$ 467.77	\$ 45,637.48	\$ 8,887.58
430-3	30" ADS HP	\$ 450,082.57	\$ 24,420.97	97%	\$ 23,688.34	\$ 732.63	\$ 1,184.42	\$ 36.63	\$ 22,503.92	\$ 696.00
430-4	36" ADS HP	\$ 273,841.89	\$ 27,683.04	100%	\$ 27,683.04	\$ -	\$ 1,384.15	\$ -	\$ 26,298.89	\$ -
430-5	42" ADS HP	\$ 414,304.00	\$ 32,742.00	100%	\$ 32,742.00	\$ -	\$ 1,637.10	\$ -	\$ 31,104.90	\$ -
430-6	48" ADS HP	\$ 75,424.30	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440-1	8" ADS (Rear Yard)	\$ 23,347.40	\$ 1,647.80	0%	\$ -	\$ 1,647.80	\$ -	\$ 82.39	\$ -	\$ 1,565.41
440-2	10" ADS (Rear Yard)	\$ 43,320.96	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440-3	12" ADS (Rear Yard)	\$ 115,928.08	\$ 9,402.09	0%	\$ -	\$ 9,402.09	\$ -	\$ 470.10	\$ -	\$ 8,931.99

EXHIBIT A
Coral Creek CDD/ Developer Cost Breakdown
Turnleaf Phase 1 (Lee Mar Contract No. 22319)
 Lee Mar Pay Application No. 12

8/7/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 12	Percent CDD Fundable	Amount CDD Fundable Pay App 12	Balance Developer Pay App 12	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
440-4	15" ADS (Rear Yard)	\$ 25,765.60	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440-5	18" ADS (Rear Yard)	\$ 35,363.50	\$ -	72.9%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440-6	24" ADS (Rear Yard)	\$ 28,767.76	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440-7	30" ADS (Rear Yard)	\$ 21,830.14	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440-8	36" ADS (Rear Yard)	\$ 53,649.80	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440-9	42" ADS (Rear Yard)	\$ 47,475.90	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440-10	Yard Drain	\$ 91,957.00	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL DRAINAGE		\$ 3,415,137.47	\$ 283,469.67		\$ 254,146.98	\$ 29,322.69	\$ 12,707.35	\$ 1,466.13	\$ 241,439.63	\$ 27,856.56
IV. WATER DISTRIBUTION										
A.	6" DR-18 PVC Water Main	\$ 2,889.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.	6" DR-14 PVC Water Main	\$ 1,187.70	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.	8" DR-18 PVC Water Main	\$ 417,701.25	\$ 148,157.55	100%	\$ 148,157.55	\$ -	\$ 7,407.88	\$ -	\$ 140,749.67	\$ -
D.	8" DR-14 PVC Water Main	\$ 23,951.95	\$ 7,473.95	100%	\$ 7,473.95	\$ -	\$ 373.70	\$ -	\$ 7,100.25	\$ -
E.	12" DR-18 PVC Water Main	\$ 857,926.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F.	12" DR-14 PVC Water Main	\$ 41,681.85	\$ 9,774.45	100%	\$ 9,774.45	\$ -	\$ 488.72	\$ -	\$ 9,285.73	\$ -
G.	Single Water Service	\$ 107,107.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H.	Double Water Service	\$ 288,900.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I.	Multi-Family Water Service (Quad)	\$ 72,760.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J.	Water Service (Lift Station)	\$ 4,815.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
K.	12" Gate Valve	\$ 200,999.50	\$ 5,911.75	100%	\$ 5,911.75	\$ -	\$ 295.59	\$ -	\$ 5,616.16	\$ -
L.	8" Gate Valve	\$ 85,600.00	\$ 30,816.00	100%	\$ 30,816.00	\$ -	\$ 1,540.80	\$ -	\$ 29,275.20	\$ -
M.	6" Gate Valve	\$ 2,354.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N.	ARV Assembly - Potable	\$ 7,329.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O.	Fire Hydrant Assembly	\$ 316,452.50	\$ 72,332.00	100%	\$ 72,332.00	\$ -	\$ 3,616.60	\$ -	\$ 68,715.40	\$ -
P.	Marker Balls	\$ 36,401.40	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Q.	Connect To Existing Water Main (16" x 12" Tapping Sleeve & Valve)	\$ 12,840.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
R.	Connect To Existing Water Main (16" x 18" Tapping Sleeve & Valve)	\$ 9,362.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
S.	Pressure Testing & Clearance	\$ 26,750.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL WATER DISTRIBUTION		\$ 2,517,009.15	\$ 274,465.70		\$ 274,465.70	\$ -	\$ 13,723.29	\$ -	\$ 260,742.42	\$ -
VI. SANITARY SEWER										
A.	8" SDR-26 Sanitary Sewer (0' to 6' Cut)	\$ 50,368.11	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A-1	8" SDR-26 Sanitary Sewer (6' to 8' Cut)	\$ 216,862.25	\$ 31,837.85	100%	\$ 31,837.85	\$ -	\$ 1,591.89	\$ -	\$ 30,245.96	\$ -
A-2	8" SDR-26 Sanitary Sewer (8' to 10' Cut)	\$ 276,215.15	\$ 76,034.20	100%	\$ 76,034.20	\$ -	\$ 3,801.71	\$ -	\$ 72,232.49	\$ -
A-3	8" SDR-26 Sanitary Sewer (10' to 12' Cut)	\$ 261,850.40	\$ 86,725.64	100%	\$ 86,725.64	\$ -	\$ 4,336.28	\$ -	\$ 82,389.36	\$ -
A-4	8" SDR-26 Sanitary Sewer (12' to 14' Cut)	\$ 299,428.80	\$ 31,072.80	100%	\$ 31,072.80	\$ -	\$ 1,553.64	\$ -	\$ 29,519.16	\$ -
A-5	8" SDR-26 Sanitary Sewer (14' to 16' Cut)	\$ 280,554.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A-6	8" SDR-26 Sanitary Sewer (16' to 18' Cut)	\$ 258,405.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A-7	8" SDR-26 Sanitary Sewer (18' to 20' Cut)	\$ 25,594.40	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A-8	8" SDR-26 Sanitary Sewer (20' to 22' Cut)	\$ 47,641.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.	8" DR-18 Sanitary Sewer (0' to 6' Cut)	\$ 111,451.20	\$ 11,684.40	100%	\$ 11,684.40	\$ -	\$ 584.22	\$ -	\$ 11,100.18	\$ -
B-1	8" DR-18 Sanitary Sewer (6' to 8' Cut)	\$ 26,439.70	\$ 14,680.40	100%	\$ 14,680.40	\$ -	\$ 734.02	\$ -	\$ 13,946.38	\$ -
C.	8" C-900 PVC (DR-14) Sanitary Sewer (16' to 18' Cut)	\$ 13,829.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C-1	8" C-900 PVC (DR-14) Sanitary Sewer (20' to 22' Cut)	\$ 9,844.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D.	Single Sewer Service	\$ 65,805.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E.	Double Sewer Service	\$ 343,791.00	\$ 29,104.00	100%	\$ 29,104.00	\$ -	\$ 1,455.20	\$ -	\$ 27,648.80	\$ -
F.	4' Sanitary Manhole (0' - 6' Cut)	\$ 119,840.00	\$ 17,120.09	100%	\$ 17,120.09	\$ -	\$ 856.00	\$ -	\$ 16,264.00	\$ -
F-1	4' Sanitary Manhole (6' - 8' Cut)	\$ 198,217.50	\$ 20,865.00	100%	\$ 20,865.00	\$ -	\$ 1,043.25	\$ -	\$ 19,821.75	\$ -
F-2	4' Sanitary Manhole (8' - 10' Cut)	\$ 150,870.00	\$ 50,290.00	100%	\$ 50,290.00	\$ -	\$ 2,514.50	\$ -	\$ 47,775.50	\$ -
F-3	4' Sanitary Manhole (10' - 12' Cut)	\$ 88,275.00	\$ 44,137.50	100%	\$ 44,137.50	\$ -	\$ 2,206.88	\$ -	\$ 41,930.63	\$ -
F-4	4' Sanitary Manhole (12' - 14' Cut)	\$ 240,750.00	\$ 32,100.00	100%	\$ 32,100.00	\$ -	\$ 1,605.00	\$ -	\$ 30,495.00	\$ -
F-5	4' Sanitary Manhole (14' - 16' Cut)	\$ 136,692.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F-6	4' Sanitary Manhole (16' - 18' Cut)	\$ 190,460.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F-7	4' Sanitary Manhole (18' - 20' Cut)	\$ 29,425.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F-8	4' Sanitary Manhole (20' - 22' Cut)	\$ 32,100.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G.	Lift Station 1	\$ 411,950.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H.	Lift Station 2	\$ 481,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I.	6" DR-18 PVC Forcemain	\$ 1,418.82	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT A
Coral Creek CDD/ Developer Cost Breakdown
Turnleaf Phase 1 (Lee Mar Contract No. 22319)
 Lee Mar Pay Application No. 12

8/7/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 12	Percent CDD Fundable	Amount CDD Fundable Pay App 12	Balance Developer Pay App 12	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
J.	6" DR-14 PVC Forcemain	\$ 1,647.80	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
K.	8" DR-18 PVC Forcemain	\$ 297,486.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
L.	8" DR-14 PVC Forcemain	\$ 7,302.75	\$ 7,302.75	100%	\$ 7,302.75	\$ -	\$ 365.14	\$ -	\$ 6,937.61	\$ -
M.	6" Plug Valve	\$ 2,140.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N.	8" Plug Valve	\$ 48,150.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O.	ARV Assembly - Sewer	\$ 13,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P.	Connect To Existing Forcemain (16" x 8" Tapping Sleeve & Valve)	\$ 10,700.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Q.	TV Sewer & Pressure Testing	\$ 58,850.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL SEWER SYSTEM		\$ 4,809,766.63	\$ 452,954.54		\$ 452,954.54	\$ -	\$ 22,647.73	\$ -	\$ 430,306.81	\$ -
VIII. OFF-SITE TURN LANE IMPROVEMENTS										
A.	MOT	\$ 8,580.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110-1	Removal of Existing Roadway	\$ 9,020.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
160-3	Type "B" Stabilization	\$ 38,031.52	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200-3	OBG 9 w/ prime (6")	\$ 48,856.83	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
331-5	Asphalt Concrete Type S-III 1" (1st Lift)	\$ 18,475.38	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
331-6	Asphalt Concrete Type S-I 2.5" (2nd Lift)	\$ 26,972.61	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
520-8	Embankment	\$ 819.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.	Rough Grade	\$ 11,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C.	Final Grade	\$ 10,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D.	Sodding	\$ 2,340.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
520-9	Signing & Pavement Markings	\$ 8,125.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL OFF-SITE TURN LANE IMPROVEMENTS		\$ 182,720.34	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #1 CHANGE ORDER #1 - BOND COST										
CO #1-1	Bond (@1.10%)	\$ 182,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CHANGE ORDER #1		\$ 182,680.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #2 CHANGE ORDER #2 - 4' SANITARY MANHOLE QUANTITY ADJUSTMENTS										
F.	4' Sanitary Manhole (0' - 6' Cut)	\$ 8,560.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F-1	4' Sanitary Manhole (0' - 6' Cut)	\$ (10,432.50)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F-2	4' Sanitary Manhole (0' - 6' Cut)	\$ 12,572.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F-4	4' Sanitary Manhole (0' - 6' Cut)	\$ (16,050.00)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #2-1.1	Bond (@1.10%)	\$ (59.00)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CHANGE ORDER #2		\$ (5,409.00)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3 CHANGE ORDER #3 - MATERIAL DEDUCTION FOR DMPO'S										
CO #3-1	Mader Electric Motors/S.S.-L.S. #1/Est. #86229-1	\$ (98,752.13)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3-2	Mader Electric Motors/S.S.-L.S. #2/Est. #86230-1	\$ (98,752.13)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3-3	Quality Precast Solutions/S.S./Quote #23-277	\$ (801,152.19)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3-4	Quality Precast Solutions/Drainage/Quote #23-277	\$ (594,682.87)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3-5	Ferguson Waterworks/Drainage/Est. #BMAT10230200001486	\$ (1,012,288.60)	\$ (274,165.78)	100%	\$ (274,165.78)	\$ -	\$ (13,708.29)	\$ -	\$ (260,457.49)	\$ -
CO #3-6	Ferguson Waterworks/S.S./Est. #BMAT10230200001486	\$ (785,680.30)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3-7	Ferguson Waterworks/Watermain/Est. #BMAT10230200001486	\$ (1,414,324.86)	\$ (174,318.90)	100%	\$ (174,318.90)	\$ -	\$ (8,715.95)	\$ -	\$ (165,602.96)	\$ -
CO #3-1.1	Bond (@1.10%)	\$ (52,862.00)	\$ (4,933.33)	100%	\$ (4,933.33)	\$ -	\$ (246.67)	\$ -	\$ (4,686.66)	\$ -
SUBTOTAL CHANGE ORDER #3		\$ (4,858,495.08)	\$ (453,418.01)		\$ (453,418.01)	\$ -	\$ (22,670.90)	\$ -	\$ (430,747.11)	\$ -
CO #4 CHANGE ORDER #4 - EARTHWORK										
120-4	Additional Excavation (Not Included in Contract Quantities)	\$ 262,113.75	\$ -	80%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #4-1.1	Bond (@1.10%)	\$ 2,884.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CHANGE ORDER #4		\$ 264,997.75	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 12,190,995.50	\$ 737,032.58		\$ 703,792.39	\$ 33,240.19	\$ 35,189.62	\$ 1,662.01	\$ 668,602.77	\$ 31,578.18

Total Amount Due (this invoice)	\$ 700,180.95
Amount CDD Payable (this invoice)	\$ 668,602.77
Balance Owed by Developer (this invoice)	\$ 31,578.18

Coral Creek Community Development District
 Direct Material Purchase Order (DMPO) Summary
 Ferguson Waterworks - Potable Water Materials

	Amount (less tax)	Tax only (7%)	Amount Deducted (with tax)
Scheduled	\$ 1,321,798.93	\$ 92,525.93	\$ (1,414,324.86)
Pay Req 13			\$ (237,432.78)
Pay Req 15	\$ 337,402.17	\$ 23,618.15	
Pay Req 16	\$ 244,240.96	\$ 17,096.87	
Pay Req 18			\$ (174,318.90)
Completed	\$ 581,643.13	\$ 40,715.02	\$ (411,751.68)
Remaining	\$ 740,155.80	\$ 51,810.91	\$ (1,002,573.18)

Coral Creek Community Development District
 Direct Material Purchase Order (DMPO) Summary
 Ferguson Waterworks - Storm Sewer Materials

	Amount (less tax)	Tax only (7%)	Amount Deducted (with tax)
Scheduled	\$ 946,064.11	\$ 66,224.49	\$ (1,012,288.60)
Pay Req 15	\$ 427,339.60	\$ 29,913.77	
Pay Req 16	\$ 259,580.76	\$ 18,170.65	
Pay Req 18			\$ (274,165.78)
Completed	\$ 686,920.36	\$ 48,084.43	\$ (274,165.78)
Remaining	\$ 259,143.75	\$ 18,140.06	\$ (738,122.82)

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CONTRACTOR'S APPLICATION FOR PAYMENT**

Contractor: Lee Mar Building and Construction Corporation

Purchase Order No. _____

Project: Turnleaf Phase 1

Lee Mar's Job No. 22319

Invoice No. 224100

Payment Request No. 12

For Period July 01, 2024

to July 31, 2024

1.	Original Contract Amount -----	<u>\$16,607,221.83</u>
2.	Approved Change Orders -----	<u>(\$4,416,226.33)</u>
3.	Current Contract Amount -----	<u>\$12,190,995.50</u>
4.	Value of Work Completed to Date (49.04)% -----	<u>\$5,978,094.18</u>
5.	Less Amount Retained (5%) -----	<u>\$298,904.71</u>
6.	Net Amount Earned to Date -----	<u>\$5,679,189.47</u>
7.	Less Amount of Previous Payment -----	<u>\$4,979,008.52</u>

BALANCE DUE THIS PAYMENT -----

CDD Eligible: \$668,602.77
Developer Balance: \$31,578.18

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Request for Payment are correct; that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that payments have been made to all subcontractors and for all materials labor used in or in connection with performance of this Contract. I also certify I have complied with Federal, State and local tax laws, including Social Security Laws and Unemployment Compensation Laws and Workmen's Compensation Laws and Mechanics Lien Laws insofar as applicable to the performance of this Work Contract.

Contractor: Lee Mar Building and Construction Corporation

Date: July 31, 2024

By: [Signature]
(Authorized Representative)

Title: Controller

Subscribed and Sworn before me this 31st day of July 2024

NOTARY PUBLIC: Jami Aguiar
STATE OF FLORIDA AT LARGE

My Commission Expires: 3-10-27



Approved for Payment: _____
CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

Date: _____

Approved for Payment: [Signature]
BARRACO AND ASSOCIATES, INC.

Date: 8-7-24

Owner: Coral Creek Community Development District
 Project: Turnleaf Phase 1
 Contractor: Lee Mar Building and Construction Corporation

P.O. # Invoice No. 224100

(1) Work Category: Earthwork

Cost Code:

Lee Mar's Job No. 22319

Pay Request Date: July 31, 2024

Pay Request No. 12

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Item		Original	Change	Current			Current	Quantity	Amount	Quantity	Amount	%	5%
No.	Item Description	Contract	Orders	Total	Unit Price	Unit	Contract	Completed	Completed	Completed	Completed	Completed	Retainage
		Quantity	Quantity	Quantity			Amount	This Period	This Period	To Date	To Date	To Date	To Date
I.	Earthwork												
101-1	Mobilization	1	0	1	\$100,000.00	LS	\$100,000.00	0.00	\$0.00	1.00	\$100,000.00	100.00%	\$5,000.00
110-1	Clearing & Grubbing (Light)	169	0	169	\$1,500.00	AC	\$253,500.00	0	\$0.00	169	\$253,500.00	100.00%	\$12,675.00
110-2	Clearing & Grubbing (Heavy)	8.30	0.00	8.30	\$6,500.00	AC	\$53,950.00	0.00	\$0.00	8.30	\$53,950.00	100.00%	\$2,697.50
120-1	Finish Grading (Phase 1 Limits)	1	0	1	\$400,000.00	LS	\$400,000.00	0.00	\$0.00	0.75	\$300,000.00	75.00%	\$15,000.00
120-2	Excavation (Haul, Spread & Compact)	451,100	0	451,100	\$3.75	CY	\$1,691,625.00	0	\$0.00	451,100	\$1,691,625.00	100.00%	\$84,581.25
120-3	Excavation (Haul to Future Phases, Spread, Compact & Rough Grading)	56,350	0	56,350	\$3.75	CY	\$211,312.50	0	\$0.00	56,350	\$211,312.50	100.00%	\$10,565.63
110-2	Erosion Control/NPDES Compliance	1	0	1	\$50,000.00	LS	\$50,000.00	0.07	\$3,500.00	0.49	\$24,500.00	49.00%	\$1,225.00
A.	Inlet Protection	220	0	220	\$200.00	EA	\$44,000.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
B.	Construction Entrance	1	0	1	\$10,000.00	EA	\$10,000.00	0	\$0.00	1	\$10,000.00	100.00%	\$500.00
110-3	Silt Fence (Single)	22,817	0	22,817	\$1.75	LF	\$39,929.75	0	\$0.00	22,817	\$39,929.75	100.00%	\$1,996.49
110-4	Silt Fence (Double)	6,593	0	6,593	\$3.00	LF	\$19,779.00	0	\$0.00	3,942	\$11,826.00	59.79%	\$591.30
575-1	Sodding (Lakes, Berm, Swale, Back of Curb)	108,800	0	108,800	\$3.00	SY	\$326,400.00	4,534	\$13,602.00	67,112	\$201,336.00	61.68%	\$10,066.80
575-2	Seed & Mulch (Development Area)	113	0	113	\$2,500.00	AC	\$282,500.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
C.	Construction Staking	1	0	1	\$242,500.00	LS	\$242,500.00	0.05	\$12,125.00	0.45	\$109,125.00	45.00%	\$5,456.25
D.	Materials Testing	1	0	1	\$99,062.50	LS	\$99,062.50	0.04	\$3,962.50	0.40	\$39,625.00	40.00%	\$1,981.25
(16) Total Earthwork							\$3,824,558.75		\$33,189.50		\$3,046,729.25	79.66%	\$152,336.46

Contractor's Application for Payment

Owner: Coral Creek Community Development District
 Project: Turnleaf Phase 1
 Contractor: Lee Mar Building and Construction Corporation

P.O. # Invoice No. 224100

(1) Work Category: Roadway

Cost Code:

Lee Mar's Job No. 22319

Pay Request Date: July 31, 2024

Pay Request No. 12

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Item		Original	Change	Current			Current	Quantity	Amount	Quantity	Amount	%	Retainage
No.	Item Description	Contract	Orders	Total	Unit Price	Unit	Contract	Completed	Completed	Completed	Completed	Completed	5%
		Quantity	Quantity	Quantity			Amount	This Period	This Period	To Date	To Date	To Date	To Date
II. Roadway													
160-1	Type "B" Stabilization (6")	58,900	0	58,900	\$3.50	SY	\$206,150.00	5,705	\$19,967.50	5,705	\$19,967.50	9.69%	\$998.38
200-1	Limerock Base W/Prime Coat (6")	45,550	0	45,550	\$13.62	SY	\$620,391.00	4,422	\$60,227.64	4,422	\$60,227.64	9.71%	\$3,011.38
331-1	Asphaltic Concrete Type S-III 3/4" (1st Lift)	45,550	0	45,550	\$6.82	SY	\$310,651.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
520-1	Type "A" Curb	1,484	0	1,484	\$19.36	LF	\$28,730.24	0	\$0.00	0	\$0.00	0.00%	\$0.00
520-2	Type "F" Curb	8,375	0	8,375	\$19.14	LF	\$160,297.50	3,141	\$60,118.74	3,141	\$60,118.74	37.50%	\$3,005.94
520-3	2' Valley Gutter	25,330	0	25,330	\$14.52	LF	\$367,791.60	240	\$3,484.80	240	\$3,484.80	0.95%	\$174.24
520-4	3' Valley Gutter	354	0	354	\$35.00	LF	\$12,390.00	73.50	\$2,572.50	73.50	\$2,572.50	20.76%	\$128.63
A.	VG Inlet Adjustments	47	0	47	\$385.00	EA	\$18,095.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
522-1	5' Concrete Sidewalk (Common Areas)	1	0	1	\$50.65	SY	\$50.65	0	\$0.00	0	\$0.00	0.00%	\$0.00
522-2	ADA Detectable Warning	33	0	33	\$302.50	EA	\$9,982.50	0	\$0.00	0	\$0.00	0.00%	\$0.00
700-1	Signing & Pavement Markings	1	0	1	\$23,500.00	LS	\$23,500.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
B.	Finish Grading (ROW)	1	0	1	\$100,000.00	LS	\$100,000.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
(16) Total Roadway							\$1,858,029.49		\$146,371.18		\$146,371.18	7.88%	\$7,318.56

Owner: Coral Creek Community Development District
 Project: Turnleaf Phase 1
 Contractor: Lee Mar Building and Construction Corporation

P.O. # Invoice No. 224100

(1) Work Category: Storm Drainage

Cost Code:

Lee Mar's Job No. 22319

Pay Request Date: July 31, 2024

Pay Request No. 12

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Item		Original Contract	Change Orders	Current Total	Unit Price	Unit	Current Contract Amount	Quantity Completed This Period	Amount Completed This Period	Quantity Completed To Date	Amount Completed To Date	% Completed To Date	Retainage 5% To Date
III. Storm Drainage													
425-1	18" FES	5	0	5	\$3,477.50	EA	\$17,387.50	0	\$0.00	2	\$6,955.00	40.00%	\$347.75
425-2	24" FES	6	0	6	\$4,012.50	EA	\$24,075.00	1	\$4,012.50	4	\$16,050.00	66.67%	\$802.50
425-3	30" FES	8	0	8	\$5,350.00	EA	\$42,800.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
425-4	36" FES	6	0	6	\$6,313.00	EA	\$37,878.00	0	\$0.00	1	\$6,313.00	16.67%	\$315.65
425-5	42" FES	4	0	4	\$7,302.75	EA	\$29,211.00	0	\$0.00	3	\$21,908.25	75.00%	\$1,095.41
425-6	48" FES	1	0	1	\$9,148.50	EA	\$9,148.50	0	\$0.00	0	\$0.00	0.00%	\$0.00
425-7	Valley Gutter Inlet	47	0	47	\$7,516.75	EA	\$353,287.25	3	\$22,550.25	14	\$105,234.50	29.79%	\$5,261.73
425-8	Type "C" Inlet	48	0	48	\$5,965.25	EA	\$286,332.00	6	\$35,791.50	12	\$71,583.00	25.00%	\$3,579.15
425-9	Type "E" Inlet	8	0	8	\$6,206.00	EA	\$49,648.00	1	\$6,206.00	1	\$6,206.00	12.50%	\$310.30
425-10	Type "9" Inlet	25	0	25	\$7,088.75	EA	\$177,218.75	0	\$0.00	10	\$70,887.50	40.00%	\$3,544.38
425-12	Junction Box	18	0	18	\$8,185.50	EA	\$147,339.00	6	\$49,113.00	8	\$65,484.00	44.44%	\$3,274.20
425-13	Control Structures (Modified Type "E" Inlet)	7	0	7	\$11,235.00	EA	\$78,645.00	1	\$11,235.00	2	\$22,470.00	28.57%	\$1,123.50
425-14	Spreader Swale	5	0	5	\$3,985.75	EA	\$19,928.75	0	\$0.00	0	\$0.00	0.00%	\$0.00
425-15	12" Flared End Section	2	0	2	\$1,498.00	EA	\$2,996.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
425-16	8" Flared End Section	1	0	1	\$1,337.50	EA	\$1,337.50	0	\$0.00	0	\$0.00	0.00%	\$0.00
430-1	18" ADS HP	2,934	0	2,934	\$66.88	LF	\$196,225.92	19	\$1,270.72	902	\$60,325.76	30.74%	\$3,016.29
430-2	24" ADS HP	2,508	0	2,508	\$96.30	LF	\$241,520.40	596	\$57,394.80	965	\$92,929.50	38.48%	\$4,646.48
430-3	30" ADS HP	3,299	0	3,299	\$136.43	LF	\$450,082.57	179	\$24,420.97	179	\$24,420.97	5.43%	\$1,221.05
430-4	36" ADS HP	1,741	0	1,741	\$157.29	LF	\$273,841.89	176	\$27,683.04	365	\$57,410.85	20.96%	\$2,870.54
430-5	42" ADS HP	1,936	0	1,936	\$214.00	LF	\$414,304.00	153	\$32,742.00	1,518	\$324,852.00	78.41%	\$16,242.60
430-6	48" ADS HP	266	0	266	\$283.55	LF	\$75,424.30	0	\$0.00	0	\$0.00	0.00%	\$0.00
440-1	8" ADS (Rear Yard)	1,091	0	1,091	\$21.40	LF	\$23,347.40	77	\$1,647.80	77	\$1,647.80	7.06%	\$82.39
440-2	10" ADS (Rear Yard)	1,472	0	1,472	\$29.43	LF	\$43,320.96	0	\$0.00	0	\$0.00	0.00%	\$0.00
440-3	12" ADS (Rear Yard)	3,736	0	3,736	\$31.03	LF	\$115,928.08	303	\$9,402.09	303	\$9,402.09	8.11%	\$470.10
440-4	15" ADS (Rear Yard)	602	0	602	\$42.80	LF	\$25,765.60	0	\$0.00	0	\$0.00	0.00%	\$0.00
440-5	18" ADS (Rear Yard)	661	0	661	\$53.50	LF	\$35,363.50	0	\$0.00	482	\$25,787.00	72.92%	\$1,289.35
440-6	24" ADS (Rear Yard)	376	0	376	\$76.51	LF	\$28,767.76	0	\$0.00	0	\$0.00	0.00%	\$0.00
440-7	30" ADS (Rear Yard)	202	0	202	\$108.07	LF	\$21,830.14	0	\$0.00	0	\$0.00	0.00%	\$0.00
440-8	36" ADS (Rear Yard)	436	0	436	\$123.05	LF	\$53,649.80	0	\$0.00	0	\$0.00	0.00%	\$0.00
440-9	42" ADS (Rear Yard)	306	0	306	\$155.15	LF	\$47,475.90	0	\$0.00	0	\$0.00	0.00%	\$0.00
440-10	Yard Drain (Rear Yard)	74	0	74	\$1,230.50	EA	\$91,057.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
(16) Total Storm Drainage							\$3,415,137.47		\$283,469.67		\$989,867.22	28.98%	\$49,493.36

Owner: Coral Creek Community Development District
 Project: Turnleaf Phase 1
 Contractor: Lee Mar Building and Construction Corporation

P.O. # Invoice No. 224100

(1) Work Category: Water Distribution

Cost Code:

Lee Mar's Job No. 22319

Pay Request Date: July 31, 2024

Pay Request No. 12

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Item No.	Item Description	Original Contract Quantity	Change Orders Quantity	Current Total Quantity	Unit Price	Unit	Current Contract Amount	Quantity Completed This Period	Amount Completed This Period	Quantity Completed To Date	Amount Completed To Date	Completed % To Date	Retainage 5% To Date
IV.	Water Distribution												
A.	6" DR-18 PVC Watermain	90	0	90	\$32.10	LF	\$2,889.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
B.	6" DR-14 PVC Watermain	30	0	30	\$39.59	LF	\$1,187.70	0	\$0.00	0	\$0.00	0.00%	\$0.00
C.	8" DR-18 PVC Watermain	8,675	0	8,675	\$48.15	LF	\$417,701.25	3,077	\$148,157.55	3,587	\$172,714.05	41.35%	\$8,635.70
D.	8" DR-14 PVC Watermain	407	0	407	\$58.85	LF	\$23,951.95	127	\$7,473.95	172	\$10,122.20	42.26%	\$506.11
E.	12" DR-18 PVC Watermain	8,440	0	8,440	\$101.65	LF	\$857,926.00	0	\$0.00	1,770	\$179,920.50	20.97%	\$8,996.03
F.	12" DR-14 PVC Watermain	371	0	371	\$112.35	LF	\$41,681.85	87	\$9,774.45	296	\$33,255.60	79.78%	\$1,662.78
G.	Single Water Service	91	0	91	\$1,177.00	EA	\$107,107.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
H.	Double Water Service	150	0	150	\$1,926.00	EA	\$288,900.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
I.	Multi-Family Service (Quad)	8	0	8	\$9,095.00	EA	\$72,760.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
J.	Water Service (Lift Station)	2	0	2	\$2,407.50	EA	\$4,815.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
K.	12" Gate Valve	34	0	34	\$5,911.75	EA	\$200,999.50	1	\$5,911.75	16	\$94,588.00	47.06%	\$4,729.40
L.	8" Gate Valve	25	0	25	\$3,424.00	EA	\$85,600.00	9	\$30,816.00	9	\$30,816.00	36.00%	\$1,540.80
M.	6" Gate Valve	1	0	1	\$2,354.00	EA	\$2,354.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
N.	ARV Assembly - Potable	1	0	1	\$7,329.50	EA	\$7,329.50	0	\$0.00	1	\$7,329.50	100.00%	\$366.48
O.	Fire Hydrant Assembly	35	0	35	\$9,041.50	EA	\$316,452.50	8	\$72,332.00	8	\$72,332.00	22.86%	\$3,616.60
P.	Marker Balls	486	0	486	\$74.90	EA	\$36,401.40	0	\$0.00	0	\$0.00	0.00%	\$0.00
Q.	Connect To Existing Watermain with 16" x 12" Tapping Sleeve & Valve	1	0	1	\$12,840.00	EA	\$12,840.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
R.	Connect To Existing Watermain with 16" x 18" Tapping Sleeve & Valve	1	0	1	\$9,362.50	EA	\$9,362.50	0	\$0.00	0	\$0.00	0.00%	\$0.00
S.	Pressure Testing & Clearance	1	0	1	\$26,750.00	LS	\$26,750.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
(16) Total Water Distribution							\$2,517,009.15		\$274,465.70		\$601,077.85	23.88%	\$30,053.89

Owner: Coral Creek Community Development District
 Project: Turnleaf Phase 1
 Contractor: Lee Mar Building and Construction Corporation

P.O. # Invoice No. 224100

(1) Work Category: Sanitary Sewer

Cost Code:

Lee Mar's Job No. 22319

Pay Request Date: July 31, 2024

Pay Request No. 12

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Item No.	Item Description	Original Contract Quantity	Change Orders Quantity	Current Total Quantity	Unit Price	Unit	Current Contract Amount	Quantity Completed This Period	Amount Completed This Period	Quantity Completed To Date	Amount Completed To Date	Completed % To Date	Retainage 5% To Date
VI.	Sanitary Sewer												
A.	8" SR-26 Sanitary Sewer (0'-6')	923	0	923	\$54.57	LF	\$50,368.11	0	\$0.00	0	\$0.00	0.00%	\$0.00
A.-1	8" SR-26 Sanitary Sewer (6'-8')	3,685	0	3,685	\$58.85	LF	\$216,862.25	541	\$31,837.85	1,676	\$98,632.60	45.48%	\$4,931.63
A.-2	8" SR-26 Sanitary Sewer (8'-10')	3,037	0	3,037	\$90.95	LF	\$276,215.15	836	\$76,034.20	1,810	\$164,619.50	59.60%	\$8,230.98
A.-3	8" SR-26 Sanitary Sewer (10'-12')	2,660	0	2,660	\$98.44	LF	\$261,850.40	881	\$86,725.64	1,188	\$116,946.72	44.66%	\$5,847.34
A.-4	8" SR-26 Sanitary Sewer (12'-14')	2,544	0	2,544	\$117.70	LF	\$299,428.80	264	\$31,072.80	2,145	\$252,466.50	84.32%	\$12,623.33
A.-5	8" SR-26 Sanitary Sewer (14'-16')	1,748	0	1,748	\$160.50	LF	\$280,554.00	0	\$0.00	1,414	\$226,947.00	80.89%	\$11,347.35
A.-6	8" SR-26 Sanitary Sewer (16'-18')	1,150	0	1,150	\$224.70	LF	\$258,405.00	0	\$0.00	758	\$170,322.60	65.91%	\$8,516.13
A.-7	8" SR-26 Sanitary Sewer (18'-20')	92	0	92	\$278.20	LF	\$25,594.40	0	\$0.00	0	\$0.00	0.00%	\$0.00
A.-8	8" SR-26 Sanitary Sewer (20'-22')	137	0	137	\$347.75	LF	\$47,641.75	0	\$0.00	0	\$0.00	0.00%	\$0.00
B.	8" DR-18 Sanitary Sewer (0'-6')	1,736	0	1,736	\$64.20	LF	\$111,451.20	182	\$11,684.40	873	\$56,046.60	50.29%	\$2,802.33
B.-1	8" DR-18 Sanitary Sewer (6'-8')	353	0	353	\$74.90	LF	\$26,439.70	196	\$14,680.40	353	\$26,439.70	100.00%	\$1,321.99
C.	8" C-900 PVC (DR-14) Sanitary Sewer (16'-18')	55	0	55	\$251.45	LF	\$13,829.75	0	\$0.00	55	\$13,829.75	100.00%	\$691.49
C.-1	8" C-900 PVC (DR-14) Sanitary Sewer (20'-22')	23	0	23	\$428.00	LF	\$9,844.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
D.	Single Sewer Service	41	0	41	\$1,605.00	EA	\$65,805.00	0	\$0.00	14	\$22,470.00	34.15%	\$1,123.50
E.	Double Sewer Service	189	0	189	\$1,819.00	EA	\$343,791.00	16	\$29,104.00	85	\$154,615.00	44.97%	\$7,730.75
F.	4' Sanitary Manhole (0'-6')	14	0	14	\$8,560.00	EA	\$119,840.00	2	\$17,120.00	5	\$42,800.00	35.71%	\$2,140.00
F.-1	4' Sanitary Manhole (6'-8')	19	0	19	\$10,432.50	EA	\$198,217.50	2	\$20,865.00	9	\$93,892.50	47.37%	\$4,694.63
F.-2	4' Sanitary Manhole (8'-10')	12	0	12	\$12,572.50	EA	\$150,870.00	4	\$50,290.00	7	\$88,007.50	58.33%	\$4,400.38
F.-3	4' Sanitary Manhole (10'-12')	6	0	6	\$14,712.50	EA	\$88,275.00	3	\$44,137.50	3	\$44,137.50	50.00%	\$2,206.88
F.-4	4' Sanitary Manhole (12'-14')	15	0	15	\$16,050.00	EA	\$240,750.00	2	\$32,100.00	12	\$192,600.00	80.00%	\$9,630.00
F.-5	4' Sanitary Manhole (14'-16')	7	0	7	\$19,527.50	EA	\$136,692.50	0	\$0.00	5	\$97,637.50	71.43%	\$4,881.88
F.-6	4' Sanitary Manhole (16'-18')	8	0	8	\$23,807.50	EA	\$190,460.00	0	\$0.00	6	\$142,845.00	75.00%	\$7,142.25
F.-7	4' Sanitary Manhole (18'-20')	1	0	1	\$29,425.00	EA	\$29,425.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
F.-8	4' Sanitary Manhole (20'-22')	1	0	1	\$32,100.00	EA	\$32,100.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
G.	Lift Station 1	1	0	1	\$411,950.00	EA	\$411,950.00	0.00	\$0.00	0.50	\$205,975.00	50.00%	\$10,298.75
H.	Lift Station 2	1	0	1	\$481,500.00	EA	\$481,500.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
I.	6" DR-18 PVC Forcemain	26	0	26	\$54.57	LF	\$1,418.82	0	\$0.00	0	\$0.00	0.00%	\$0.00
J.	6" DR-14 PVC Forcemain	28	0	28	\$58.85	LF	\$1,647.80	0	\$0.00	0	\$0.00	0.00%	\$0.00
K.	8" DR-18 PVC Forcemain	5,055	0	5,055	\$58.85	LF	\$297,486.75	0	\$0.00	1,795	\$105,635.75	35.51%	\$5,281.79
L.	8" DR-14 PVC Forcemain	105	0	105	\$69.55	LF	\$7,302.75	105	\$7,302.75	105	\$7,302.75	100.00%	\$365.14
M.	6" Plug Valve	1	0	1	\$2,140.00	EA	\$2,140.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
N.	8" Plug Valve	9	0	9	\$5,350.00	EA	\$48,150.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
O.	Air Release Valve	2	0	2	\$6,955.00	EA	\$13,910.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
P.	Connect To Existing Forcemain with 16" x 8" Tapping Sleeve & Valve	1	0	1	\$10,700.00	EA	\$10,700.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
Q.	TV Sewer & Pressure Testing	1	0	1	\$58,850.00	LS	\$58,850.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
(16) Total Sanitary Sewer							\$4,809,766.63		\$452,954.54		\$2,324,169.47	48.32%	\$116,208.47

Owner: Coral Creek Community Development District
 Project: Turnleaf Phase 1
 Contractor: Lee Mar Building and Construction Corporation

P.O. # Invoice No. 224100 (1) Work Category: Off Site Turn Land Improvements/C.O. #1/C.O. #2/C.O. #3/
 C.O. #4
 Lee Mar's Job No. 22319 Pay Request Date: July 31, 2024

Cost Code:
 Pay Request No. 12

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Item	Item Description	Original Contract Quantity	Change Orders Quantity	Current Total Quantity	Unit Price	Unit	Current Contract Amount	Quantity Completed This Period	Amount Completed This Period	Quantity Completed To Date	Amount Completed To Date	Completed % To Date	Retainage 5% To Date
VIII. Off-Site Turn Lane Improvements													
A.	MOT	1	0	1	\$8,580.00	EA	\$8,580.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
110-1	Removal of Existing Roadway	1	0	1	\$9,020.00	EA	\$9,020.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
160-3	Type "B" Stabilization	1,004	0	1,004	\$37.88	SY	\$38,031.52	0	\$0.00	0	\$0.00	0.00%	\$0.00
200-3	OBG 9 W/Prime (6")	943	0	943	\$51.81	SY	\$48,856.83	0	\$0.00	0	\$0.00	0.00%	\$0.00
331-5	Asphalt Concrete Type S-III 1" (1st Lift)	903	0	903	\$20.46	SY	\$18,475.38	0	\$0.00	0	\$0.00	0.00%	\$0.00
331-6	Asphalt Concrete Type S-I 2.5" (2nd Lift)	903	0	903	\$29.87	SY	\$26,972.61	0	\$0.00	0	\$0.00	0.00%	\$0.00
520-8	Embankment	117	0	117	\$7.00	CY	\$819.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
B.	Rough Grade	1	0	1	\$11,500.00	LS	\$11,500.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
C.	Final Grade	1	0	1	\$10,000.00	LS	\$10,000.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
D.	Sodding	780	0	780	\$3.00	SY	\$2,340.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
520-9	Signing & Pavement Markings	1	0	1	\$8,125.00	LS	\$8,125.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
(16) Total Off-Site Turn Lane Improvements							\$182,720.34		\$0.00		\$0.00	0.00%	\$0.00
CO #1 Change Order #1 - Bond Cost													
CO #1-1	Bond (@ 1.10%)	0	1	1	\$182,680.00	LS	\$182,680.00	0	\$0.00	1	\$182,680.00	100.00%	\$9,134.00
(16) Total Change Order #1							\$182,680.00		\$0.00		\$182,680.00	100.00%	\$9,134.00
CO #2 Change Order #2 - 4' Sanitary Manhole Quantity Adjustments													
F.	4' Sanitary Manhole (0'-6')	0	1	1	\$8,560.00	EA	\$8,560.00	0	\$0.00	0	\$0.00	0.00%	\$0.00
F.-1	4' Sanitary Manhole (6'-8')	0	(1)	(1)	\$10,432.50	EA	(\$10,432.50)	0	\$0.00	0	\$0.00	0.00%	\$0.00
F.-2	4' Sanitary Manhole (8'-10')	0	1	1	\$12,572.50	EA	\$12,572.50	0	\$0.00	0	\$0.00	0.00%	\$0.00
F.-4	4' Sanitary Manhole (12'-14')	0	(1)	(1)	\$16,050.00	EA	(\$16,050.00)	0	\$0.00	0	\$0.00	0.00%	\$0.00
CO #2-1.1	Bond (@ 1.10%)	0	1	1	(\$59.00)	LS	(\$59.00)	0	\$0.00	0	\$0.00	0.00%	\$0.00
(16) Total Change Order #2							(\$5,409.00)		\$0.00		\$0.00	0.00%	\$0.00
CO #3 Change Order #3 - Material Deduction for DMPO's													
CO #3-1	Mader Electric Motors/S.S.-L.S. #1/Est. #86229-1	0	(1)	(1)	\$98,752.13	EA	(\$98,752.13)	0	\$0.00	(1)	(\$98,752.13)	100.00%	(\$4,937.61)
CO #3-2	Mader Electric Motors/S.S.-L.S. #2/Est. #86230-1	0	(1)	(1)	\$98,752.13	EA	(\$98,752.13)	0	\$0.00	0	\$0.00	0.00%	\$0.00
CO #3-3	Quality Precast Solutions/S.S./Quote #23-277	0	(1)	(1)	\$801,152.19	EA	(\$801,152.19)	0.0000000	\$0.00	(0.6276033)	(\$502,805.75)	62.76%	(\$25,140.29)
CO #3-4	Quality Precast Solutions/Drainage/Quote #23-277	0	(1)	(1)	\$594,682.87	EA	(\$594,682.87)	0.0000000	\$0.00	(0.3535924)	(\$210,275.33)	35.36%	(\$10,513.77)
CO #3-5	Ferguson Waterworks/Drainage/Est. #BMAT10230200001486	0	(1)	(1)	\$1,012,288.60	EA	(\$1,012,288.60)	(0.2708376)	(\$274,165.78)	(0.2708376)	(\$274,165.78)	27.08%	(\$13,708.29)
CO #3-6	Ferguson Waterworks/S.S./Est. #BMAT10230200001486	0	(1)	(1)	\$785,680.30	EA	(\$785,680.30)	0.0000000	\$0.00	(0.0800337)	(\$62,880.92)	8.00%	(\$3,144.05)
CO #3-7	Ferguson Waterworks/Watermain/Est. #BMAT10230200001486	0	(1)	(1)	\$1,414,324.86	EA	(\$1,414,324.86)	(0.1232524)	(\$174,318.90)	(0.2911295)	(\$411,751.68)	29.11%	(\$20,587.58)
CO #3-1.1	Bond (@ 1.10%)	0	1	1	(\$52,862.00)	LS	(\$52,862.00)	0.0933247	(\$4,933.33)	0.3247503	(\$17,166.95)	32.48%	(\$858.35)
(16) Total Change Order #3							(\$4,858,495.08)		(\$453,418.01)		(\$1,577,798.54)	32.48%	(\$78,889.93)
CO #4 Change Order #1 - Earthwork													
120-4	Additional Excavation (Not Included In Contract Quantities)	0	69,897	69,897	\$3.75	CY	\$262,113.75	0	\$0.00	69,897	\$262,113.75	100.00%	\$13,105.69
CO #4-1-1	Bond (@ 1.10%)	0	1	1	\$2,884.00	LS	\$2,884.00	0	\$0.00	1	\$2,884.00	100.00%	\$144.20
(16) Total Change Order #4							\$264,997.75		\$0.00		\$264,997.75	100.00%	\$13,249.89
(17) Total Change Orders							(\$4,416,226.33)		(\$453,418.01)		(\$1,130,120.79)	25.59%	(\$56,506.04)
(18) Total Turnleaf Phase 1							\$12,190,995.50		\$737,032.58		\$5,978,094.18	49.04%	\$298,904.71

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 5,882	\$ -	\$ -	\$ 5,882
Investments				
Reserve	-	897,241	-	897,241
Interest	-	1,089	-	1,089
Construction	-	-	7,506,597	7,506,597
Cost of issuance	-	9,044	-	9,044
Due from Landowner	8,079	-	-	8,079
Total assets	<u>\$ 13,961</u>	<u>\$ 907,374</u>	<u>\$ 7,506,597</u>	<u>\$ 8,427,932</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 7,990	\$ -	\$ -	\$ 7,990
Accrued contracts payable	-	-	915,809	915,809
Accrued taxes payable	61	-	-	61
Retainage payable	-	-	168,509	168,509
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>14,051</u>	<u>-</u>	<u>1,084,318</u>	<u>1,098,369</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	8,079	-	-	8,079
Total deferred inflows of resources	<u>8,079</u>	<u>-</u>	<u>-</u>	<u>8,079</u>
Fund balances:				
Restricted				
Debt service	-	907,374	-	907,374
Capital projects	-	-	6,422,279	6,422,279
Unassigned	(8,169)	-	-	(8,169)
Total fund balances	<u>(8,169)</u>	<u>907,374</u>	<u>6,422,279</u>	<u>7,321,484</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 13,961</u>	<u>\$ 907,374</u>	<u>\$ 7,506,597</u>	<u>\$ 8,427,932</u>

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 6,461	\$ 47,359	\$ 96,190	49%
Total revenues	<u>6,461</u>	<u>47,359</u>	<u>96,190</u>	49%
EXPENDITURES				
Professional & administrative				
Supervisors	-	861	2,400	36%
Management/accounting/recording	3,750	33,750	45,000	75%
Debt service fund accounting	417	1,667	5,000	33%
Legal	1,731	7,948	20,000	40%
Engineering	-	-	2,000	0%
Audit	1,700	3,200	5,500	58%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	83	333	1,000	33%
Trustee*	-	-	4,000	0%
Telephone	17	150	200	75%
Postage	40	153	500	31%
Printing & binding	42	375	500	75%
Legal advertising	-	495	2,000	25%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	90	306	750	41%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	210	210	210	100%
Total expenditures	<u>8,080</u>	<u>55,528</u>	<u>96,190</u>	58%
Excess/(deficiency) of revenues over/(under) expenditures	(1,619)	(8,169)	-	
Fund balances - beginning	(6,550)	-	-	
Fund balances - ending	<u>\$ (8,169)</u>	<u>\$ (8,169)</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 SERIES 2024
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment Levy: off-roll	\$ -	\$ -	\$ 353,178	0%
Interest	3,795	12,660	-	N/A
Developer contribution	-	11,121	-	N/A
Total revenues	<u>3,795</u>	<u>23,781</u>	<u>353,178</u>	7%
EXPENDITURES				
Interest	-	125,574	125,574	100%
Cost of issuance	-	221,690	230,548	96%
Underwriters discount	-	256,400	256,400	100%
Total expenditures	<u>-</u>	<u>603,664</u>	<u>612,522</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	3,795	(579,883)	(259,344)	
OTHER FINANCING SOURCES/(USES)				
Bond proceeds	-	1,518,135	1,518,135	100%
Original issue discount	-	(19,757)	(19,757)	100%
Transfers in	-	25,580	-	N/A
Total other financing sources	<u>-</u>	<u>1,523,958</u>	<u>1,498,378</u>	102%
Net change in fund balances	3,795	944,075	1,239,034	
Fund balances - beginning	903,579	(36,701)	-	
Fund balances - ending	<u>\$ 907,374</u>	<u>\$ 907,374</u>	<u>\$ 1,239,034</u>	

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 474
Interest	34,202	123,998
Total revenues	34,202	124,472
EXPENDITURES		
Construction costs	953,294	4,971,451
Total expenditures	953,294	4,971,451
Excess/(deficiency) of revenues over/(under) expenditures	(919,092)	(4,846,979)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	11,301,865
Transfer out	-	(25,580)
Total other financing sources/(uses)	-	11,276,285
Net change in fund balances	(919,092)	6,429,306
Fund balances - beginning	7,341,371	(7,027)
Fund balances - ending	\$ 6,422,279	\$ 6,422,279

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 May 16, 2024 at 1:00 p.m., or as soon thereafter as the matter could be heard, at the Englewood Charlotte Public Library, 3450 North Access Road, Englewood, Florida 34224.

Present were:

Robert Nelson	Vice Chair
Bruce Noble	Assistant Secretary
Carla Durand (via telephone)	Assistant Secretary
Garrison Burr	Assistant Secretary

Also present:

Chuck Adams	District Manager
Jennifer Kilinski (via telephone)	District Counsel
Carl Barraco	District Engineer
Jeff Wasko	Barraco & Associates, Inc.
Zane Zeidan (via telephone)	Lennar

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 1:10 p.m. Supervisors Noble, Nelson and Burr were present. Supervisor Durand attended via telephone. Supervisor McGowan was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-05, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

42 Mr. Adams presented Resolution 2024-05. He reviewed the proposed Fiscal Year 2025
43 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal
44 Year 2024 budget, and explained the reasons for any changes.

45

46 **On MOTION by Mr. Burr and seconded by Mr. Nelson, with all in favor,**
47 **Resolution 2024-05, Approving a Proposed Budget for Fiscal Year 2024/2025**
48 **and Setting a Public Hearing Thereon Pursuant to Florida Law on August 15,**
49 **2024 at 1:00 p.m., at the Country Inn and Suites by Radisson, 24244 Corporate**
50 **Court, Port Charlotte, Florida 33954; Addressing Transmittal, Posting and**
51 **Publication Requirements; Addressing Severability; and Providing an Effective**
52 **Date, was adopted.**

53

54

55 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2024-06,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2024/2025 and Providing for an Effective
Date

61

62 Mr. Adams presented Resolution 2024-06. He noted that the regular June 2025 meeting
63 date falls on a holiday and recommended eliminating the June 2025 meeting date and
64 advertising a June meeting separately, if it is necessary hold a meeting in June 2025.

65 The following change was made to the Fiscal Year 2025 Meeting Schedule:

66 DATE: Delete June meeting

67

68 **On MOTION by Mr. Nelson and seconded by Mr. Burr, with all in favor,**
69 **Resolution 2024-06, Designating Dates, Times and Locations for Regular**
70 **Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025,**
71 **as amended, and Providing for an Effective Date, was adopted.**

72

73

74 **FIFTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial
Statements as of as of March 31, 2024

75

76

77 The financials were accepted.

78

79 **SIXTH ORDER OF BUSINESS**

Approval of January 18, 2024 Regular
Meeting Minutes

80

81

82 **On MOTION by Mr. Burr and seconded by Mr. Nelson, with all in favor, the**
83 **January 18, 2024 Regular Meeting Minutes, as presented, were approved.**

84
85
86 **SEVENTH ORDER OF BUSINESS**

Staff Reports

87
88 **A. District Counsel: Kilinski|Van Wyk, PLLC**

89 Ms. Kilinski reminded the Supervisors about the opportunities to complete the four
90 hours of ethics training requirement, which must be completed by December 31, 2024. She
91 noted that the mandatory annual filing of Form 1 must now be done electronically. Completion
92 of the four hours of ethics training will be reported when filing Form 1 in 2025, not when filing
93 it in 2024.

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

95 Mr. Barraco stated that design and construction of CDD projects is underway. There are
96 no issues to report.

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

- 98 • **NEXT MEETING DATE: June 20, 2024, immediately following adjournment of**
99 **the Tuckers Pointe CDD meeting, scheduled to commence at 1:00 PM at**
100 **Country Inn and Suites by Radisson, 24244 Corporate Court, Port Charlotte,**
101 **Florida 33954**

102 ○ **QUORUM CHECK**

103 The next meeting will be held on June 20, 2024, unless cancelled.

104
105 **EIGHTH ORDER OF BUSINESS**

Board Members' Comments/Requests

106
107 There were no Board Member' comments or requests.

108
109 **NINTH ORDER OF BUSINESS**

Public Comments

110
111 No members of the public spoke.

112
113 **TENTH ORDER OF BUSINESS**

Adjournment

114
115 **On MOTION by Mr. Nelson and seconded by Mr. Burr, with all in favor, the**
116 **meeting adjourned at 1:17 p.m.**

118
119
120
121
122
123

Secretary/Assistant Secretary

Chair/Vice Chair

CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
A



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors; District Manager

From: Kilinski | Van Wyk PLLC

Date: June 2024

Re: Section 189.0694, *Florida Statutes* (Performance Measures and Standards Reporting)

The purpose of this memorandum is to provide you with additional information regarding new performance measures and standards reporting requirements for special districts. This new requirement was enacted during Florida's 2024 Legislative Session and was originally reported in our legislative newsletters. It has been codified as Section 189.0694, *Florida Statutes*, effective July 1, 2024.

What is required?

The new statute requires special districts (including community development districts) to establish goals and objectives for its programs and activities and performance measures and standards to determine if its goals and objectives have been achieved. The goals, objectives, and performance measures and standards must be established by **October 1, 2024**, or by the end of the first full fiscal year after a District's creation, whichever is later.

The new statute also requires annual reporting each **December 1** (beginning December 1, 2025) on whether the goals and objectives were achieved, which goals or objectives were not achieved, and what measures were used to make the determination.

Are there any mandated goals, objectives, or performance measures/standards?

No. The new statute allows a great deal of flexibility for special districts to adopt the goals, objectives, and performance measures and standards that fit their needs. It is likely that many special districts with similar activities and programs may adopt similar measures, but special districts may also add specialized measures if they wish. Attached is a potential starting point for development of these goals, objectives and performance measures/standards in **Attachment A**. If you have questions about the new legal requirements, please consult your Kilinski | Van Wyk attorney.

Text of the Bill: 189.0694 Special districts; performance measures and standards.

(1) Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.

(2) By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing:

(a) The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination.

(b) Any goals or objectives the district failed to achieve.

Exhibit A:

Goals, Objectives and Annual Reporting Form

**Coral Creek Community Development District
Performance Measures/Standards & Annual Reporting
Form October 1, 2024 – September 30, 2025**

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of eight board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Operations Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Operations Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Operations Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes No

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems as may be required by Indenture.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems as may be required by the District's bond Indenture.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer as may be required by the District's bond Indenture.

Achieved: Yes No

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD’s website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes No

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Coral Creek Community Development District

District Manager: _____

Date: _____

Print Name: _____

Coral Creek Community Development District

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

C



April 19, 2024

DAPHNE GILLYARD
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear Ms. Gillyard;

Per your request for the number of registered voters as of April 15, 2024, for the following districts:

Babcock Ranch Community Independent Special District – 3,877
Coral Creek Community Development District – 0 (zero)
Harbor Village Community Development District - 0 (zero)
The Cove at Rotonda Community Development District - 0 (zero)
Tuckers Pointe Community Development District - 0 (zero)
West Port Community Development District - 785

If you have any questions, please do not hesitate to contact me.

Sincerely,

Vincenza F. Treppiedi, MFCEP
VBM Director
941-833-5407
vinnie@soecharlottecountyfl.gov
Representing the Office of
Hon. Leah Valenti
Supervisor of Elections
Charlotte County, FL

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

¹Country Inn and Suites by Radisson, 24244 Corporate Court, Port Charlotte, Florida 33954

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 CANCELED	Regular Meeting	2:00 PM*
March 21, 2024 CANCELED	Regular Meeting	2:00 PM*
April 18, 2024 CANCELED	Regular Meeting	2:00 PM*
May 16, 2024	Regular Meeting	1:00 PM*
June 20, 2024¹ CANCELED	Regular Meeting	1:00 PM*
July 18, 2024¹ CANCELED	Regular Meeting	1:00 PM*
August 15, 2024¹	Public Hearing & Regular Meeting	1:00 PM*
September 19, 2024¹	Regular Meeting	1:00 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