

# **ENBROOK**

## **COMMUNITY DEVELOPMENT DISTRICT**

**October 28, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**Enbrook 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**

October 21, 2021

Board of Supervisors  
Enbrook Community Development District

|                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>ATTENDEES:</u></b><br/>Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p> |
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Dear Board Members:

The Board of Supervisors of the Enbrook Community Development District will hold a Regular Meeting on October 28, 2021 at 1:00 p.m., at the offices of RWA, Inc., 6610 Willow Park Dr., Ste. #200, Naples, FL 34109. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Withdrawal of Appointment of Mark Roscoe to Seat 4 (*Term Expires November 2022*)
4. Consider Appointment of Andre Carmack to Fill Unexpired Term of Seat 4
  - Administration of Oath of Office (*the following to be provided in a separate package*)
    - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - B. Membership, Obligations and Responsibilities
    - C. Financial Disclosure Forms
      - I. Form 1: Statement of Financial Interests
      - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - III. Form 1F: Final Statement of Financial Interests
    - D. Form 8B: Memorandum of Voting Conflict
5. Acceptance of Resignation of Supervisor Ty Vincent, Seat 3 (*Term Expires November 2022*)
6. Consider Appointment of Jake Holsinger to Fill Unexpired Term of Seat 3
  - Administration of Oath of Office

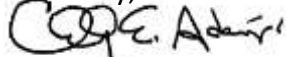
7. Consideration of Resolution 2022-01, Designating Certain Officers of the District, and Providing for an Effective Date
8. Consideration of Special Warranty Deed
9. Consideration of Resolution 2022-02, Addressing Real Estate Conveyances and Permits; Accepting the Certificate of the District Engineer that the 2020 Project is Complete; Accepting the Certificate of the Assessment Consultant Regarding Special Assessments; Declaring the 2020 Project Complete; Providing Direction to the Trustee to Close the Acquisition and Construction Account; Finalizing the Special Assessments Securing the District's 2020 Bonds; Authorizing a Mutual Release; Providing for a Supplement to the Improvement Lien Book; Providing for Severability, Conflicts, and an Effective Date
10. Consideration of CDD/HOA Maintenance Agreement
11. Consideration of Resolution 2022-03, Authorizing and Approving Change of Designated Registered Agent and Registered Office
12. Update: Stormwater Reporting Requirements
13. Acceptance of Unaudited Financial Statements as of September 30, 2021
14. Consideration of August 26, 2021 Public Hearings and Regular Meeting Minutes
15. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer: *Q Grady Minor & Associates P.A.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: January 27, 2022 at 1:00 P.M.
      - QUORUM CHECK
 

|                         |                                    |                                |                             |
|-------------------------|------------------------------------|--------------------------------|-----------------------------|
| <b>CHRISTIAN COTTER</b> | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> No |
| <b>MARY MOULTON</b>     | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> No |
| <b>JAKE HOLSINGER</b>   | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> No |
| <b>ANDRE CARMACK</b>    | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> No |
| <b>MICHAEL P BONE</b>   | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> No |
16. Board Members' Comments/Requests
17. Public Comments

18. Adjournment

I look forward to seeing you at the upcoming meeting. In the meantime, 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**

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

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**NOTICE OF TENDER OF RESIGNATION**

To: Board of Supervisors  
Enbrook Community Development District  
Attn: Chesley E Adams, Jr., District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Ty Vincent  
Printed Name

Date: 9.29.2021  
Date

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

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

Ty Vincent  
Signature

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2022-01**

**A RESOLUTION OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District desires designate certain Officers of the District..

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** \_\_\_\_\_ is appointed Chair.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chair.

**SECTION 3.** Chesley E Adams, Jr. is appointed Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

Craig Wrathell is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**Section 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 28th day of October, 2021.

**ATTEST:**

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors



# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

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This instrument was prepared by:

KE Law Group, PLLC  
P.O. Box 6386  
Tallahassee, Florida 32314

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**SPECIAL WARRANTY DEED**  
**WITH GRANT AND RESERVATION OF EASEMENTS**

THIS SPECIAL WARRANTY DEED WITH GRANT AND RESERVATION OF EASEMENTS is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between:

**Forestar (USA) Real Estate Group, Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 ("**Grantor**"); and

**Enbrook Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor(s)" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**SPECIAL WARRANTY GRANT OF FEE TITLE**

WITNESS THAT GRANTOR(S), for good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor(s) have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Collier, State of Florida, and more particularly below ("**Property**"):

**Tracts R-2, L-1, L-2, H, E, B, P, LB-1, LB-2 and LB-3, as identified on the plat entitled, "Enbrook," and recorded in the Public Records of Collier County, Florida at Plat Book 68, Pages 23 et seq.**

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor(s) hereby covenant with said Grantee that the Grantor(s), either individually or together, are lawfully seized of said land in fee simple and that the Grantor(s) have good right and lawful authority to sell and convey said land. Further, the Grantor(s) hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor(s), but against none other. Additionally, the Grantor(s) warrant that they have complied with the provisions of Section 196.295, *Florida Statutes*.

## **QUIT CLAIM GRANT OF EASEMENTS**

FURTHER WITNESS THAT GRANTOR(S), for good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remise, release and quit-claim to Grantee forever, the following non-exclusive, perpetual easement rights, which may be assignable to other third-parties by Grantee in its sole discretion, as more particularly described below ("**Easements**"):

**All Lake Access Easements, Drainage Easements, Lake Maintenance Easements, Preserve Access Easements, and Landscape Buffer Easements, as identified on the plat entitled, "Enbrook," and recorded in the Public Records of Collier County, Florida at Plat Book 68, Pages 23 et seq., and**

**With respect to all of the foregoing, the rights of ingress and egress over, across, upon, and through the foregoing Easement areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing stormwater, hardscape, landscape, irrigation and other District improvements that comprise the District's capital improvement plan.**

TOGETHER with all rights of Grantor, if any, to such stormwater, hardscape, landscape, irrigation and other District improvements that are located on the Easement areas and part of the District's capital improvement plan;

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the Easement areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

## **RESERVATION OF EASEMENT**

GRANTOR(S) hereby reserve unto themselves and their successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor(s) and their successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easement areas, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easement areas; provided, however, that Grantor(s)' reservation of rights hereunder shall not be deemed to impose any obligations on Grantor(s) to maintain, repair or replace any part of the Property or Easement areas or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

**WITNESS**

**FORESTAR (USA) REAL ESTATE GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of FORESTAR (USA) REAL ESTATE GROUP, INC., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.**

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

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## RESOLUTION 2022-02

### [PROJECT COMPLETION RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT ADDRESSING REAL ESTATE CONVEYANCES AND PERMITS; ACCEPTING THE CERTIFICATE OF THE DISTRICT ENGINEER THAT THE 2020 PROJECT IS COMPLETE; ACCEPTING THE CERTIFICATE OF THE ASSESSMENT CONSULTANT REGARDING SPECIAL ASSESSMENTS; DECLARING THE 2020 PROJECT COMPLETE; PROVIDING DIRECTION TO THE TRUSTEE TO CLOSE THE ACQUISITION AND CONSTRUCTION ACCOUNT; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S 2020 BONDS; AUTHORIZING A MUTUAL RELEASE; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

#### *Background*

**WHEREAS**, the Enbrook Community Development District ("**District**") was established for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

#### *2020 Project*

**WHEREAS**, on October 27, 2020, the District issued its \$5,350,000 Special Assessment Bonds, Series 2020 ("**2020 Bonds**"), and in order to finance the District's "**2020 Project**;" and

**WHEREAS**, the 2020 Bonds were issued pursuant to that certain *Master Trust Indenture*, as supplemented by the *First Supplemental Trust Indenture*, each between the District and U.S. Bank National Association ("**Trustee**") and dated October 1, 2020 (collectively, the "**Indenture**"); and

**WHEREAS**, the 2020 Project originally was estimated to cost approximately \$6,502,352 and is described in the *Engineer's Report for Enbrook Community Development District*, dated March 12, 2020 as supplemented September 24, 2020 (Rev 3) ("**Engineer's Report**"); and

**WHEREAS**, the 2020 Project includes, among other things, stormwater management, utilities (water & sewer), perimeter landscaping and irrigation, and other infrastructure; and

**WHEREAS**, in order to secure repayment of the 2020 Bonds, and pursuant to Resolutions 2020-33 and 2021-01 (together, "**Assessment Resolution**"), the District levied and imposed special assessment lien(s) ("**2020 Assessments**"), which are levied and imposed on all benefitted lands within the "**2020 Assessment Area**;" and

**WHEREAS**, the 2020 Assessments are further described in the *Master Special Assessment Methodology Report*, dated March 27, 2020, and the *Supplemental Special Assessment Methodology Report*, dated October 6, 2020 (together, "**Assessment Report**"); and

**WHEREAS**, generally stated, the 2020 Project specially benefits the assessable lands in the 2020 Assessment Area, as set forth in the Assessment Resolution, and it is reasonable, proper, just and right to assess the costs of the 2020 Project financed with the 2020 Bonds to the specially benefited properties within the District as set forth in the Assessment Resolution and this Resolution; and

#### ***Completion of Projects***

**WHEREAS**, the 2020 Project has been completed; and

**WHEREAS**, as outlined in **Exhibit A**, and except as noted therein, the District has acquired all real property interests and/or permits necessary for ownership and operation of the 2020 Project; and

**WHEREAS**, pursuant to Chapter 170, *Florida Statutes*, and the Indenture, the District Engineer has executed and delivered an Engineer's Certificate dated October 28, 2021 ("**Engineer's Certificate**"), attached hereto as **Exhibit C**, wherein the District Engineer certified the 2020 Project complete; and

**WHEREAS**, upon receipt of and in reliance upon the Engineer's Certificate, the District's Board desires to certify the 2020 Project complete in accordance with the Indenture and pursuant to Chapter 170, *Florida Statutes*; and

**WHEREAS**, pursuant to Chapter 170, *Florida Statutes*, the District's Assessment Consultant has also executed and delivered an Assessment Consultant's Certificate dated October 28, 2021 ("**Assessment Consultant's Certificate**"), attached hereto as **Exhibit D**, certifying that the benefit from the 2020 Project has exceeded the amount of the 2020 Assessments, such that no credit for the 2020 Assessments is due; and

#### ***Contributions for Target Assessment Levels***

**WHEREAS**, as set forth in **Exhibit D**, the 2020 Assessments as passed onto end users were all consistent with the District's established Equivalent Assessment Unit factors, and, accordingly, the Developer is not required to make any further contributions of infrastructure, work product and/or land to address target assessment levels; and

#### ***Reserve Account Releases***

**WHEREAS**, as set forth in **Exhibit D**, the District's Assessment Consultant has certified that there are no further releases of funds anticipated from the applicable debt serve reserve accounts for the 2020 Bonds; and

#### ***No Remaining Payments***

**WHEREAS**, as shown in **Exhibit D**, the District has spent all monies from the applicable construction account for the 2020 Bonds; and

**WHEREAS**, based on the Engineer's Certificate and the Assessment Consultant's Certificate, and subject to the terms of this Resolution, the Board desires to declare the 2020 Project complete for purposes of the Indenture and Chapter 170, *Florida Statutes*;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT:**

**1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**2. AUTHORITY.** This Resolution is adopted pursuant the Indenture and provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

**3. REAL ESTATE CONVEYANCES; PERMITS.** As outlined in **Exhibit A**, and certified in **Exhibit C**, and subject to the exceptions stated therein, the District has acquired all real property interests and/or permits necessary for ownership and operation of the 2020 Project.

**4. ACCEPTANCE OF ENGINEER'S CERTIFICATE AND ASSESSMENT CONSULTANT'S CERTIFICATE.** The Board hereby accepts the Engineer's Certificate, attached hereto as **Exhibit C**, and the Assessment Consultant's Certificate, attached hereto as **Exhibit D**, and certifies the 2020 Project complete in accordance with the Assessment Resolution, the Indenture and Chapter 170 of the *Florida Statutes*. The Completion Date, as that term is defined in the Master Trust Indenture, shall be the date identified in the Engineer's Certificate.

**5. DIRECTION TO TRUSTEE.** District Staff is authorized to issue a letter in the form of **Exhibit E** and provide direction to the Trustee consistent with this Resolution.

**6. FINALIZATION OF 2020 ASSESSMENTS.** Pursuant to Section 170.08, *Florida Statutes*, and the Assessment Resolution, and because the 2020 Project is complete, the 2020 Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the 2020 Project. Because the benefit from the 2020 Project exceeds the amount of the 2020 Assessments, no such credit is due. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, and the Assessment Resolution, the 2020 Assessments are hereby finalized, and are hereby apportioned in accordance with the 2020 Assessment Report and the Final Assessment Lien Roll, all as set forth in **Exhibit F**.

**7. MUTUAL RELEASE.** Because the CIP is complete, the District hereby authorizes execution of the Mutual Release of Obligations, attached hereto as **Exhibit G**.

**8. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**9. TRUE-UP PAYMENTS.** Pursuant to the Assessment Resolutions, among other documents, there may be required from time to time certain true-up payments. Nothing herein shall be deemed to amend or alter the requirement to make true-up payments as and when due.

**10. GENERAL AUTHORIZATION.** The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and



things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

**11. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution is intended to supplement the Assessment Resolution which remains in full force and effect. This Resolution and the Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**12. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**13. EFFECTIVE DATE.** This Resolution shall take effect upon adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**ENBROOK COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

- Exhibit A:** Real Property Conveyances; Permits
- Exhibit B:** [Reserved]
- Exhibit C:** District Engineer's Certificate
- Exhibit D:** Assessment Consultant's Certificate
- Exhibit E:** Direction Letter to Trustee
- Exhibit F:** Final Assessment Lien Roll 2020 Bonds
- Exhibit G:** Mutual Release of Obligations

**EXHIBIT A**  
**REAL ESTATE CONVEYANCES & PERMITS**

The following deeds and easements, along with applicable plats and other documents, grant the District certain real property rights in the 2020 Project:

- Special Warranty Deed with Grant and Reservation of Easements, dated \_\_\_\_\_, 2021, and recorded in the Public Records of Collier County, Florida at #\_\_\_\_\_.

The following permits are necessary for the District's operation of the 2020 Project and have been transferred into the District's name, or are in the process of being transferred into the District's name:

- Environmental Resource Permit #\_\_\_\_\_ (in process of being transferred)
- Water Use Permit #\_\_\_\_\_ (in process of being transferred)

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

**WITNESS**

**FORESTAR (USA) REAL ESTATE GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of FORESTAR (USA) REAL ESTATE GROUP, INC., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.**

**EXHIBIT C**  
**ENGINEER'S CERTIFICATE**

ENGINEER'S CERTIFICATE  
COMPLETION OF 2020 PROJECT

October 28, 2021

Board of Supervisors  
Enbrook Community Development District

U.S. Bank National Association, as Trustee

RE: Certificate of Completion for 2020 Project

This Certificate is furnished in accordance Chapter 170, *Florida Statutes*, and regarding the District's "**Project**," as described in the *Engineer's Report for Enbrook Community Development District*, dated March 12, 2020 as supplemented September 24, 2020 (Rev 3). This Certificate is intended to evidence the completion of the Project undertaken by the District. The undersigned, as an authorized representative of District Engineer, hereby makes the following certifications upon which the District may rely:

1. I have reviewed certain available documentation, including, but not limited to, agreements, invoices, plans, plats, deeds, bills of sale, and other documentation relating to the District's Project and have had an opportunity to inspect the improvements and work product comprising the Project.
2. It is my professional opinion that:
  - a. The Project, including all components thereof, have been acquired, constructed and installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
  - b. To the best of my knowledge and belief, and after reasonable inquiry, all labor, services, materials, and supplies used in the Project have been paid for and, where practicable, acknowledgment of such payments has been obtained from all contractors and suppliers.
  - c. The purchase price paid by the District for the Project is no more than the lesser of: (i) the fair market value of such improvements and work product at the time of construction, and (ii) the actual cost of construction of such improvements and creation of the work product.
  - d. The Project continues to provide benefit to each of the respective assessment areas.
3. The District did not fund any improvements that generated impact fee credits or similar credits.
4. All plans and specifications necessary for the operation and maintenance of the improvements made for the Project are complete, in good standing, and on file with the District

Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance. The following permits are the only permits necessary for the District's operation of the Project, and they have been transferred into the District's name, or are in the process of being transferred into the District's name:

- Environmental Resource Permit # \_\_\_\_\_ (in process of being transferred)
  - Water Use Permit # \_\_\_\_\_ (in process of being transferred)
4. The Date of Completion of the Project shall be October 28, 2021.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the undersigned authorized representative of the District Engineer executes this Engineer's Certificate.

**GRADY MINOR**

\_\_\_\_\_  
Steven A. Martin, P.E.  
Florida Registration No. \_\_\_\_\_  
District Engineer

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Steven Martin, P.E., District Engineer of the Enbrook Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT D**  
**ASSESSMENT CONSULTANT'S CERTIFICATE**

ASSESSMENT CONSULTANT'S CERTIFICATE  
COMPLETION OF 2020 PROJECT  
October 28, 2021

Board of Supervisors  
Enbrook Community Development District

U.S. Bank National Association, as Trustee

RE: Certificate of Completion for 2020 Project

This Certificate is furnished in accordance with Chapter 170, *Florida Statutes*, and section 5.01(c) of the *Master Trust Indenture*, between the Enbrook Community Development District (“**District**”) and U.S. Bank National Association, as Trustee, and in connection with the District’s \$5,350,000 Special Assessment Bonds, Series 2020 (“**2020 Bonds**”). This Certificate is intended to address certain matters in connection with the completion of the 2020 Project, which completion process is described in the applicable trust indentures for the 2020 Bonds.

The undersigned, as an authorized representative of the District’s Assessment Consultant, hereby makes the following certifications upon which the District may rely:

1. **Finalization of Assessments** - After reviewing the Engineer’s Certificate dated October 28, 2021, and issued in connection with the completion of the 2020 Project, as well as the District’s financial records, the following statements are true and correct:
  - a. The 2020 Project cost at least the amount of the acquisition and construction proceeds available from the 2020 Bonds. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, no credit is due in connection with finalizing the debt assessments securing the 2020 Bonds (“**2020 Assessments**”), and the Assessment Roll attached as **Exhibit F** to Resolution 2022-02 reflects the finalized 2020 Assessments. The benefit to the lands subject to the 2020 Assessments from the completed 2020 Project is sufficient to support the 2020 Assessments, as set forth in **Exhibit F**, and the 2020 Assessments are fairly and reasonably allocated consistent with the Assessment Report. Further, the 2020 Assessments, as presented in **Exhibit F**, are sufficient to pay the remaining debt service on the 2020 Bonds.
2. **Contributions** – There are no contributions of infrastructure or work product due in connection with the 2020 Assessments in order to meet target assessment levels.
3. **Release of Reserve Accounts** – No monies are due to be released from the Reserve Accounts associated with the 2020 Bonds in order to pay for costs of the 2020 Project.



4. **Remaining Construction Funds; Payment of Remaining Costs** – Upon review of the applicable financial records of the District, there are no remaining monies in the Series 2020 Acquisition and Construction Account, and it would be appropriate to close such account in light of the completion of the 2020 Project.
5. **True-Up Payments** – Based on a review of the applicable plats for all lands within the District, no true-up is due and owing at this time under the Assessment Resolutions, as defined in Resolution 2022-02.
6. **Rebate** – As of the date hereof, no rebate amount is due and owing to the federal government with respect to the 2020 Bonds.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the undersigned authorized representative of the District's Assessment Consultant executes this Assessment Consultant's Certificate.

**WRATHELL, HUNT AND ASSOCIATES, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, on behalf of Wrathell, Hunt and Associates, LLC as Assessment Consultant for the Enbrook Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT E**  
**LETTER TO TRUSTEE**

**ENBROOK**  
**COMMUNITY DEVELOPMENT DISTRICT**

c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

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October 28, 2021

Amanda Kumar  
**U.S. Bank Global Trust Services**  
500 West Cypress Creek Road, Suite 460  
Fort Lauderdale, Florida 33309  
[Amanda.Kumar@usbank.com](mailto:Amanda.Kumar@usbank.com)

VIA EMAIL

RE: \$5,350,000 Special Assessment Bonds, Series 2020 ("**2020 Bonds**") / Completion of 2020 Project

Dear Amanda,

Pursuant to Section 403(b) of the First Supplemental Trust Indenture for the 2020 Bonds, please find the enclosed Resolution 2022-02 by which the Board of Supervisors of the Enbrook Community Development District accepted an Engineer's Certificate and, consistent therewith, declared the District's 2020 Project complete. As directed by the District's Board under the Resolution, please close the 2020 Acquisition and Construction Account.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact us at 561-571-0010.

**ENBROOK**  
**COMMUNITY DEVELOPMENT DISTRICT**

---

By: Chelsey "Chuck" Adams  
Its: District Manger

**EXHIBIT F**  
**FINAL ASSESSMENT LIEN ROLL FOR 2020 ASSESSMENTS**

## EXHIBIT G

### MUTUAL RELEASE

This Mutual Release (“**Release**”) is made and entered into by and between:

**Enbrook Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**Forestar (USA) Real Estate Group, Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (“**Developer**”).

### RECITALS

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the primary developer of certain lands in within the boundaries of the District; and

### ***2020 Bonds & 2020 Project***

**WHEREAS**, on October 27, 2020, the District issued its \$5,350,000 Special Assessment Bonds, Series 2020 (“**2020 Bonds**”), and in order to finance the District’s “**2020 Project**,” and

**WHEREAS**, the 2020 Project originally was estimated to cost approximately \$6,502,352 and is described in the *Engineer’s Report for Enbrook Community Development District*, dated March 12, 2020 as supplemented September 24, 2020 (Rev 3) (“**Engineer’s Report**”); and

**WHEREAS**, in connection with the 2020 Bonds, the District entered into certain agreements with the Developer, including the *Completion Agreement*, dated October 27, 2020 (“**Completion Agreement**”), and the *Acquisition and Advanced Funding Agreement*, dated October 27, 2020 (“**Acquisition Agreement**”); and

**WHEREAS**, pursuant to Resolution 2022-02, the District is in the process of declaring the 2020 Project complete, and the parties desire to provide mutual releases recognizing that the Developer has satisfied its obligation to complete the 2020 Project, and that the District has satisfied its obligation to make payment to the Developer for any amounts owed in connection with the 2020 Project;

**NOW, THEREFORE,** for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

**1. RECITALS.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**2. MUTUAL RELEASES.** The Developer and District hereby agree that the Developer has been paid in full for any amounts owed in connection with the 2020 Project and that there are no amounts of any kind due now or in the future, whether as construction proceeds, deferred costs, or otherwise, and whether pursuant to the Acquisition Agreement, Completion Agreement, applicable Trust Indenture or any other agreement, to the Developer and relating in any way to the 2020 Project or 2020 Bonds. Accordingly, the Developer hereby acknowledges receipt of all payments due and owing for work product, infrastructure, or land conveyance, or any other amount owed relating in any way to the 2020 Project and/or the 2020 Bonds; certifies that there are no outstanding requests for payment and that there is no disagreement as to the appropriateness of any such payments; and further waives and releases any claim, entitlement, or right it presently has or may have in the future to any additional payment of amounts due and owing related to the 2020 Project and/or the 2020 Bonds. In consideration therefor, the District does hereby release, release, remit, acquit, and forever discharge from any and all claims, demands, damages, attorney's fees (including appellate attorney's fees), costs, debts, actions, causes of action, and suits of any kind or nature whatsoever all claims it presently has or may have in the future against the Developer and its assigns, successors, predecessor and successor corporations, parent corporations, subsidiaries, affiliates, officers (past and present), employees (past and present), independent agents (past and present), agents (past and present, attorneys (past and present, partners (past and present), members (past and present), insurers (past and present), and any and all sureties and other insurers, on account of all damages, including compensatory, economic, non-economic, punitive, and all other damages, known and unknown, foreseen and unforeseen, and any and all rights, claims and demands of whatsoever kind or nature, in law or in equity, which it ever had, now have or may hereafter acquire against such parties arising out of or with respect to the construction, implementation, equipping, ownership and operation of the 2020 Project, or any portions thereof, and the Completion Agreement or Acquisition Agreement.

**3. ASSESSMENTS AND TRUE-UP PAYMENTS.** Nothing in this Mutual Release shall be construed to waive or otherwise apply to the Developer's obligation to pay assessments owed to the District and levied on lands owned by the Developer, or to waive or otherwise apply to any future true-up obligations.

**4. EFFECTIVE DATE.** The releases contained herein shall take effect upon execution of this Release.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the parties below execute this Release to be effective as of the 28<sup>th</sup> day of October, 2021.

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**FORESTAR (USA) REAL ESTATE GROUP, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**



## CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between:

**Enbrook Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**Enbrook Homeowners' Association, Inc.**, a Florida not-for-profit corporation, whose address is c/o Access Management, 2970 University Parkway, Suite 101, Sarasota, Florida 34243 ("**Association**").

### RECITALS

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

**WHEREAS**, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

**WHEREAS**, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

**WHEREAS**, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

**WHEREAS**, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

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

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. SCOPE OF WORK.**

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's

representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.

- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

**SECTION 3. COMPENSATION.** The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

**SECTION 4. TERM.** This Agreement commences on the date first written above and continues through September 30, 2022 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

**SECTION 5. INSURANCE.** The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Association shall comply with all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

**SECTION 8. LIENS AND CLAIMS.** The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims

or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District.

**SECTION 14. ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to

assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 18. 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 the District and the Association.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. 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 the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

**SECTION 22. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Lee County, Florida.

**SECTION 23. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and,

accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 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 the Association 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 Association’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 the Association, the Association 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 THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL INFO@ENBROOKCDD.NET.**

**SECTION 24. 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, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association 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 any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ENBROOK HOMEOWNERS' ASSOCIATION, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A:**     Scope of Work

## EXHIBIT A SCOPE OF WORK

### DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District improvements, as shown in the map attached hereto as **EXHIBIT B**:

- **Entry Roadway Improvements** – The roadway, landscaping, irrigation, hardscaping and lighting improvements located in Tracts R-2 as identified on the plat entitled “Enbrook” which is recorded in the Public Records of Lee County, Florida at Plat Book 68, Pages 23 et seq. (“**Plat**”).
- **Additional Landscaping, Irrigation, Hardscaping & Lighting** – The landscaping, irrigation, hardscaping and lighting improvements within Tracts LB-1, LB-2, and LB-3, and within all Landscape Buffer Easements, all as identified on the Plat.
- **Stormwater & Wetlands Improvements** – Stormwater and drainage facilities, within Tracts L-1, L-2, H, and E, as well as within the Lake Access Easements, Drainage Easements and Lake Maintenance Easements, all as identified on the Plat. Wetlands within Tract P, and within those Preserve Access Easements, as identified on the Plat.
- **Pump Station** – Pump station and re-charge well, located on Tract B as identified on the Plat.

### MAINTENANCE PROGRAM

#### Weekly:

- Common mowing of the District properties (every other week from March 1 through November 1). Weeding, edging and tree trimming will be done on an as needed basis.
- Inspect and maintain irrigation system for the District’s common areas, as needed.

#### Monthly:

- Common mowing of the District properties (once per month from November 1 through March 1). Weeding, edging and tree trimming will be done on an as needed basis.
- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any conservation / mitigation areas – including removal of nuisance / exotic species – to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.
- Periodic inspection and maintenance of pump station and re-charge well.

#### Yearly:

- Mulch application to all common area flower/tree beds.
- Power washing of entry monuments and decorative walls.
- Visual inspection of stormwater facilities, and maintain and repair as needed.
- Visual inspection of roadway, hardscaping, and lighting improvements to ensure that no dangerous conditions exist, and maintain and repair as needed.



# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**11**

**RESOLUTION 2022-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
ENBROOK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING  
AND APPROVING CHANGE OF DESIGNATED REGISTERED AGENT  
AND REGISTERED OFFICE.**

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

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of records keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE  
ENBROOK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** Craig Wrathell is hereby designated as the Registered Agent for the Enbrook Community Development District.

**SECTION 2.** The District’s Registered Office shall be located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**SECTION 3.** In accordance with Section 189.014(1), *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Collier County, and the Florida Department of Economic Opportunity.

**SECTION 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this 28th day of October, 2021.

ATTEST:

**ENBROOK COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**12**



## MEMORANDUM

**To:** District Manager  
District Engineer

**From:** District Counsel

**Date:** October 12, 2021

**Subject:** Stormwater Management Needs Analysis  
(Chapter 2021-194, Laws of Florida/HB53)

---

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research (“OEDR”) recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

### *When is the deadline?*

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

### *What steps should the District take?*

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District’s Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the “background information” section and provide data on stormwater O&M expenditures, among other assistance.
- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.



- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

***Stormwater Needs Analysis Resources from OEDR***

- OEDR website <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>
- Excel Workbook (stormwater needs analysis reporting template)  
[http://edr.state.fl.us/Content/natural-resources/Stormwater\\_Needs\\_Analysis.xlsx](http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx)  
(last updated October 8, 2021)
- PDF Version for (essentially the same as the Excel workbook)  
[http://edr.state.fl.us/Content/natural-resources/Stormwater\\_Needs\\_Analysis.pdf](http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf)  
(last updated October 8, 2021)

***Wastewater Needs Analysis Resources from OEDR***

- Forthcoming.

## **Exhibit A**



## MEMORANDUM

**To:** District Manager, District Engineer  
**From:** District Counsel  
**Date:** September 7, 2021  
**Subject:** Wastewater Services and Stormwater Management Needs Analysis  
(Chapter 2021-194, Laws of Florida/HB53)

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We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

### ***What is required?***

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

***When is the deadline?***

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

***What steps should districts take?***

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.



## CHAPTER 2021-194

### Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

**TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES**

**INTRODUCTION**

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

**These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.**

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)



## Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:

Name of stormwater utility, if applicable:

Contact Person

Name:

Position/Title:

Email Address:

Phone Number:

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWFMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

**Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)**

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

**Part 1.1 Narrative Description:**

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

| 0                        | 1                        | 2                        | 3                        | 4                        | 5                        |                                                                                                                                                         |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)                                                            |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Water quality improvement (TMDL Process/BMAPs/other)                                                                                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise |
|                          |                          |                          |                          |                          |                          | Other:                                                                                                                                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                                         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                                         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                                         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                                         |

**Part 1.2 Current Stormwater Program Activities:**

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?   
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?   
If no, do you have another funding mechanism?   
If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?   
If Yes:  
How many years does the plan(s) cover?   
Are there any unique features or limitations that are necessary to understand what the plan does or does not address?  
  
Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?   
If Yes, does it include 100% of your facilities?   
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

|                                                                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------|--|
| A construction sediment and erosion control program for new construction (plans review and/or inspection)?                                  |  |
| An illicit discharge inspection and elimination program?                                                                                    |  |
| A public education program?                                                                                                                 |  |
| A program to involve the public regarding stormwater issues?                                                                                |  |
| A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ? |  |
| A stormwater ordinance compliance program ( <i>i.e.</i> , for low phosphorus fertilizer)?                                                   |  |
| Water quality or stream gage monitoring?                                                                                                    |  |
| A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc. )?                                                 |  |
| A system for managing stormwater complaints?                                                                                                |  |
| Other specific activities?                                                                                                                  |  |

Notes or Comments on any of the above:

**Part 1.3 Current Stormwater Program Operation and Maintenance Activities**

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

|                                                                                           |  |
|-------------------------------------------------------------------------------------------|--|
| Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ? |  |
| Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?                |  |
| Invasive plant management associated with stormwater infrastructure?                      |  |
| Ditch cleaning?                                                                           |  |
| Sediment removal from the stormwater system (vacator trucks, other)?                      |  |
| Muck removal (dredging legacy pollutants from water bodies, canal, etc. )?                |  |
| Street sweeping?                                                                          |  |
| Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?      |  |
| Non-structural programs like public outreach and education?                               |  |
| Other specific routine activities?                                                        |  |
|                                                                                           |  |

**Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)**

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

|                                                                                                                                                 | Number | Unit of Measurement |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------|
| Estimated feet or miles of buried culvert:                                                                                                      |        |                     |
| Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:                          |        |                     |
| Estimated number of storage or treatment basins ( <i>i.e.</i> , wet or dry ponds):                                                              |        |                     |
| Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> : |        |                     |
| Number of chemical treatment systems ( <i>e.g.</i> , alum or polymer injection):                                                                |        |                     |
| Number of stormwater pump stations:                                                                                                             |        |                     |
| Number of dynamic water level control structures ( <i>e.g.</i> , operable gates and weirs that control canal water levels):                     |        |                     |
| Number of stormwater treatment wetland systems:                                                                                                 |        |                     |
| Other:                                                                                                                                          |        |                     |
|                                                                                                                                                 |        |                     |
|                                                                                                                                                 |        |                     |
|                                                                                                                                                 |        |                     |
|                                                                                                                                                 |        |                     |
|                                                                                                                                                 |        |                     |

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

| Best Management Practice         | Current | Planned |
|----------------------------------|---------|---------|
| Tree boxes                       |         |         |
| Rain gardens                     |         |         |
| Green roofs                      |         |         |
| Pervious pavement/pavers         |         |         |
| Littoral zone plantings          |         |         |
| Living shorelines                |         |         |
| Other Best Management Practices: |         |         |
|                                  |         |         |
|                                  |         |         |
|                                  |         |         |
|                                  |         |         |

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

**Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)**

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

**Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)**

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of an interlocal agreement, introduction of an independent special district, etc. ).

[Proceed to Part 5](#)



**Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)**

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**Part 5.1 Routine Operation and Maintenance**

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

**Routine Operation and Maintenance**

Expenditures (in \$thousands)

|                                                                      | LFY 2021-2022 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
|----------------------------------------------------------------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Operation and Maintenance Costs                                      |               |                       |                       |                       |                       |
| Brief description of growth greater than 15% over any 5-year period: |               |                       |                       |                       |                       |
|                                                                      |               |                       |                       |                       |                       |

**Part 5.2 Future Expansion (Committed Funding Source)**

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

**5.2.1 Flood Protection (Committed Funding Source):** Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

**5.2.2 Water Quality Projects (Committed Funding Source):** Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

**Expansion Projects with a Committed Funding Source**

**5.2.1 Flood Protection**

Expenditures (in \$thousands)

| Project Name | LFY 2021-2022 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
|--------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
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**5.2.2 Water Quality**

Expenditures (in \$thousands)

| Project Name (or, if applicable, BMAP Project Number or ProjID) | LFY 2021-2022 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
|-----------------------------------------------------------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
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**Part 5.3 Future Expansion with No Identified Funding Source**

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

**5.3.1 Future Flood Protection with No Identified Funding Source:** Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

**5.3.2 Future Water Quality Projects with no Identified Funding Source:** Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

**Expansion Projects with No Identified Funding Source**

**5.3.1 Flood Protection**

Expenditures (in \$thousands)

| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|--------------|---------------|--------------------|--------------------|--------------------|--------------------|
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**5.3.2 Water Quality**

Expenditures (in \$thousands)

| Project Name (or, if applicable, BMAP Project Number or ProjID) | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|-----------------------------------------------------------------|---------------|--------------------|--------------------|--------------------|--------------------|
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Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

|                          |                                                                               |
|--------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/> | Stormwater Master Plan                                                        |
| <input type="checkbox"/> | Basin Studies or Engineering Reports                                          |
| <input type="checkbox"/> | Adopted BMAP                                                                  |
| <input type="checkbox"/> | Adopted Total Maximum Daily Load                                              |
| <input type="checkbox"/> | Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan |
|                          | Specify:                                                                      |
| <input type="checkbox"/> | Other(s):                                                                     |

**Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change**

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

**Resiliency Projects with a Committed Funding Source** Expenditures (in \$thousands)

| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|--------------|---------------|--------------------|--------------------|--------------------|--------------------|
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**Resiliency Projects with No Identified Funding Source** Expenditures (in \$thousands)

| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|--------------|---------------|--------------------|--------------------|--------------------|--------------------|
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- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?

**Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)**

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**End of Useful Life Replacement Projects with a Committed Funding Source**

Expenditures (in \$thousands)

| Project Name | LFY 2021-2022 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
|--------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
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**End of Useful Life Replacement Projects with No Identified Funding Source**

Expenditures (in \$thousands)

| Project Name | LFY 2021-2022 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
|--------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
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**Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)**

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

**Routine O&M**

|         | Total               | Funding Sources for Actual Expenditures |                                 |                                     |                                              |                                  |                            |
|---------|---------------------|-----------------------------------------|---------------------------------|-------------------------------------|----------------------------------------------|----------------------------------|----------------------------|
|         | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | Contributions to Reserve Account | Balance of Reserve Account |
| 2016-17 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2017-18 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2018-19 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2019-20 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2020-21 |                     |                                         |                                 |                                     |                                              |                                  |                            |

**Expansion**

|         | Total               | Funding Sources for Actual Expenditures |                                 |                                     |                                              |                                  |                            |
|---------|---------------------|-----------------------------------------|---------------------------------|-------------------------------------|----------------------------------------------|----------------------------------|----------------------------|
|         | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | Contributions to Reserve Account | Balance of Reserve Account |
| 2016-17 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2017-18 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2018-19 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2019-20 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2020-21 |                     |                                         |                                 |                                     |                                              |                                  |                            |

**Resiliency**

|         | Total               | Funding Sources for Actual Expenditures |                                 |                                     |                                              |                                  |                            |
|---------|---------------------|-----------------------------------------|---------------------------------|-------------------------------------|----------------------------------------------|----------------------------------|----------------------------|
|         | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | Contributions to Reserve Account | Balance of Reserve Account |
| 2016-17 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2017-18 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2018-19 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2019-20 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2020-21 |                     |                                         |                                 |                                     |                                              |                                  |                            |

**Replacement of Aging Infrastructure**

|         | Total               | Funding Sources for Actual Expenditures |                                 |                                     |                                              |                                  |                            |
|---------|---------------------|-----------------------------------------|---------------------------------|-------------------------------------|----------------------------------------------|----------------------------------|----------------------------|
|         | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | Contributions to Reserve Account | Balance of Reserve Account |
| 2016-17 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2017-18 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2018-19 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2019-20 |                     |                                         |                                 |                                     |                                              |                                  |                            |
| 2020-21 |                     |                                         |                                 |                                     |                                              |                                  |                            |

**Part 8.0 The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)**

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template’s working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

| <b>Committed Funding Source</b>                             | <b>2022-23 to<br/>2026-27</b> | <b>2027-28 to<br/>2031-32</b> | <b>2032-33 to<br/>2036-37</b> | <b>2037-38 to<br/>2041-42</b> |
|-------------------------------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Maintenance                                                 | 0                             | 0                             | 0                             | 0                             |
| Expansion                                                   | 0                             | 0                             | 0                             | 0                             |
| Resiliency                                                  | 0                             | 0                             | 0                             | 0                             |
| Replacement/Aging Infrastructure                            | 0                             | 0                             | 0                             | 0                             |
| <b>Total Committed Revenues (=Total Committed Projects)</b> | <b>0</b>                      | <b>0</b>                      | <b>0</b>                      | <b>0</b>                      |

| <b>No Identified Funding Source</b>                       | <b>2022-23 to<br/>2026-27</b> | <b>2027-28 to<br/>2031-32</b> | <b>2032-33 to<br/>2036-37</b> | <b>2037-38 to<br/>2041-42</b> |
|-----------------------------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Maintenance                                               | 0                             | 0                             | 0                             | 0                             |
| Expansion                                                 | 0                             | 0                             | 0                             | 0                             |
| Resiliency                                                | 0                             | 0                             | 0                             | 0                             |
| Replacement/Aging Infrastructure                          | 0                             | 0                             | 0                             | 0                             |
| <b>Projected Funding Gap (=Total Non-Committed Needs)</b> | <b>0</b>                      | <b>0</b>                      | <b>0</b>                      | <b>0</b>                      |

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

| <b>Strategies for New Funding Sources</b> | <b>2022-23 to<br/>2026-27</b> | <b>2027-28 to<br/>2031-32</b> | <b>2032-33 to<br/>2036-37</b> | <b>2037-38 to<br/>2041-42</b> |
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| <b>Total</b>                              | <b>0</b>                      | <b>0</b>                      | <b>0</b>                      | <b>0</b>                      |
| <b>Remaining Unfunded Needs</b>           | <b>0</b>                      | <b>0</b>                      | <b>0</b>                      | <b>0</b>                      |



**Additional Table Rows**

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates.

Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.

[Link to aggregated table to crosscheck category totals and uncategorized projects.](#)

| Project & Type Information                  |                                                    |              | Expenditures (in \$thousands) |                       |                       |                       |                       |
|---------------------------------------------|----------------------------------------------------|--------------|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Project Type<br>(Choose from dropdown list) | Funding Source Type<br>(Choose from dropdown list) | Project Name | LFY 2021-2022                 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
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| Project & Type Information                  |                                                    |              | Expenditures (in \$thousands) |                       |                       |                       |                       |
|---------------------------------------------|----------------------------------------------------|--------------|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Project Type<br>(Choose from dropdown list) | Funding Source Type<br>(Choose from dropdown list) | Project Name | LFY 2021-2022                 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
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| Project & Type Information                  |                                                    |              | Expenditures (in \$thousands) |                       |                       |                       |                       |
|---------------------------------------------|----------------------------------------------------|--------------|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Project Type<br>(Choose from dropdown list) | Funding Source Type<br>(Choose from dropdown list) | Project Name | LFY 2021-2022                 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
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| Project & Type Information                  |                                                    |              | Expenditures (in \$thousands) |                       |                       |                       |                       |
|---------------------------------------------|----------------------------------------------------|--------------|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Project Type<br>(Choose from dropdown list) | Funding Source Type<br>(Choose from dropdown list) | Project Name | LFY 2021-2022                 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
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| Project & Type Information                  |                                                    |              | Expenditures (in \$thousands) |                       |                       |                       |                       |
|---------------------------------------------|----------------------------------------------------|--------------|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Project Type<br>(Choose from dropdown list) | Funding Source Type<br>(Choose from dropdown list) | Project Name | LFY 2021-2022                 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
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| Project & Type Information                  |                                                    |              | Expenditures (in \$thousands) |                       |                       |                       |                       |
|---------------------------------------------|----------------------------------------------------|--------------|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Project Type<br>(Choose from dropdown list) | Funding Source Type<br>(Choose from dropdown list) | Project Name | LFY 2021-2022                 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
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| Project & Type Information                                               |                              |                  | Expenditures  |                       |                       |                       |                       |
|--------------------------------------------------------------------------|------------------------------|------------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Project Type                                                             | Funding Source Type          |                  | LFY 2021-2022 | 2022-23 to<br>2026-27 | 2027-28 to<br>2031-32 | 2032-33 to<br>2036-37 | 2037-38 to<br>2041-42 |
| Expansion Projects, Flood Protection                                     | Committed Funding Source     | Aggregated Total | 0             | 0                     | 0                     | 0                     | 0                     |
| Expansion Projects, Water Quality                                        | Committed Funding Source     | Aggregated Total | 0             | 0                     | 0                     | 0                     | 0                     |
| Resiliency Projects                                                      | Committed Funding Source     | Aggregated Total | 0             | 0                     | 0                     | 0                     | 0                     |
| End of Useful Life Replacement Projects                                  | Committed Funding Source     | Aggregated Total | 0             | 0                     | 0                     | 0                     | 0                     |
| Expansion Projects, Flood Protection                                     | No Identified Funding Source | Aggregated Total | 0             | 0                     | 0                     | 0                     | 0                     |
| Expansion Projects, Water Quality                                        | No Identified Funding Source | Aggregated Total | 0             | 0                     | 0                     | 0                     | 0                     |
| Resiliency Projects                                                      | No Identified Funding Source | Aggregated Total | 0             | 0                     | 0                     | 0                     | 0                     |
| End of Useful Life Replacement Projects                                  | No Identified Funding Source | Aggregated Total | 0             | 0                     | 0                     | 0                     | 0                     |
| <b>Total of Projects without Project Type and/or Funding Source Type</b> |                              |                  | <b>0</b>      | <b>0</b>              | <b>0</b>              | <b>0</b>              | <b>0</b>              |

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**13**

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2021**



**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2021**

|                                      | General<br>Fund  | Debt<br>Service<br>Fund | Capital<br>Projects<br>Fund | Total<br>Governmental<br>Funds |
|--------------------------------------|------------------|-------------------------|-----------------------------|--------------------------------|
| <b>ASSETS</b>                        |                  |                         |                             |                                |
| Cash                                 | \$ 1,619         | \$ -                    | \$ -                        | \$ 1,619                       |
| Investments                          |                  |                         |                             |                                |
| Revenue                              | -                | 8                       | -                           | 8                              |
| Reserve                              | -                | 158,150                 | -                           | 158,150                        |
| Capitalized interest                 | -                | 104,259                 | -                           | 104,259                        |
| Construction                         | -                | -                       | 1                           | 1                              |
| Undeposited funds                    | 27,636           | -                       | -                           | 27,636                         |
| Due from debt service fund           | 300              | -                       | -                           | 300                            |
| Total assets                         | <u>\$ 29,555</u> | <u>\$262,417</u>        | <u>\$ 1</u>                 | <u>\$ 291,973</u>              |
| <b>LIABILITIES AND FUND BALANCES</b> |                  |                         |                             |                                |
| Liabilities:                         |                  |                         |                             |                                |
| Accounts payable                     | \$ 26,342        | \$ -                    | \$ -                        | \$ 26,342                      |
| Landowner advance                    | 6,000            | -                       | -                           | 6,000                          |
| Due to Landowner                     | -                | 20,398                  | -                           | 20,398                         |
| Due to general fund                  | -                | 300                     | -                           | 300                            |
| Total liabilities                    | <u>32,342</u>    | <u>20,698</u>           | <u>-</u>                    | <u>53,040</u>                  |
| Fund balances:                       |                  |                         |                             |                                |
| Restricted for:                      |                  |                         |                             |                                |
| Debt service                         | -                | 241,719                 | -                           | 241,719                        |
| Capital projects                     | -                | -                       | 1                           | 1                              |
| Unassigned                           | <u>(2,787)</u>   | <u>-</u>                | <u>-</u>                    | <u>(2,787)</u>                 |
| Total fund balances                  | <u>(2,787)</u>   | <u>241,719</u>          | <u>1</u>                    | <u>238,933</u>                 |
| Total liabilities and fund balances  | <u>\$ 29,555</u> | <u>\$262,417</u>        | <u>\$ 1</u>                 | <u>\$ 291,973</u>              |

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

|                                                              | Current<br>Month  | Year to<br>Date   | Budget        | % of<br>Budget |
|--------------------------------------------------------------|-------------------|-------------------|---------------|----------------|
| <b>REVENUES</b>                                              |                   |                   |               |                |
| Assessment levy: off-roll                                    | \$ 27,636         | \$ 74,480         | \$ 74,480     | 100%           |
| Landowner contribution                                       | -                 | 8,708             | -             | N/A            |
| Total revenues                                               | <u>27,636</u>     | <u>83,188</u>     | <u>74,480</u> | 112%           |
| <b>EXPENDITURES</b>                                          |                   |                   |               |                |
| <b>Professional &amp; administrative</b>                     |                   |                   |               |                |
| District engineer                                            | 1,987             | 7,515             | 2,000         | 376%           |
| District counsel                                             | 4,449             | 14,875            | 12,000        | 124%           |
| District management                                          | 3,500             | 42,000            | 42,000        | 100%           |
| Printing & binding                                           | 63                | 750               | 750           | 100%           |
| Telephone                                                    | 33                | 400               | 400           | 100%           |
| Legal advertising                                            | -                 | 1,285             | 1,000         | 129%           |
| Postage                                                      | 32                | 78                | 750           | 10%            |
| Dissemination agent                                          | 83                | 1,000             | 1,000         | 100%           |
| Trustee                                                      | -                 | -                 | 4,000         | 0%             |
| Arbitrage rebate calculation                                 | -                 | -                 | 750           | 0%             |
| Audit                                                        | -                 | 3,000             | 4,000         | 75%            |
| Insurance                                                    | -                 | 5,000             | 4,000         | 125%           |
| Contingencies/bank charges                                   | 25                | 298               | 750           | 40%            |
| Website                                                      |                   |                   |               |                |
| Hosting & development                                        | -                 | 705               | 705           | 100%           |
| ADA compliance                                               | -                 | 210               | 200           | 105%           |
| Annual district filing fee                                   | -                 | 175               | 175           | 100%           |
| Total professional & administrative                          | <u>10,172</u>     | <u>77,291</u>     | <u>74,480</u> | 104%           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 17,464            | 5,897             | -             |                |
| Fund balances - beginning                                    | (20,251)          | (8,684)           | -             |                |
| Fund balances - ending                                       | <u>\$ (2,787)</u> | <u>\$ (2,787)</u> | <u>\$ -</u>   |                |

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2020  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

|                                                              | Current<br>Month | Year To<br>Date |
|--------------------------------------------------------------|------------------|-----------------|
| <b>REVENUES</b>                                              |                  |                 |
| Interest                                                     | \$ 2             | \$ 17           |
| Total revenues                                               | 2                | 17              |
| <b>EXPENDITURES</b>                                          |                  |                 |
| <b>Debt service</b>                                          |                  |                 |
| Cost of issuance                                             | -                | 185,725         |
| Interest                                                     | -                | 106,567         |
| Total debt service                                           | -                | 292,292         |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 2                | (292,275)       |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                  |                 |
| Bond proceeds                                                | -                | 590,815         |
| Original issue premium                                       | -                | 74,526          |
| Underwriter's discount                                       | -                | (110,700)       |
| Transfer out                                                 | -                | (250)           |
| Total other financing sources                                | -                | 554,391         |
| Net change in fund balances                                  | 2                | 262,116         |
| Fund balances - beginning                                    | 241,717          | (20,397)        |
| Fund balances - ending                                       | \$ 241,719       | \$ 241,719      |

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2020  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

|                                                              | Current<br>Month | Year To<br>Date |
|--------------------------------------------------------------|------------------|-----------------|
| <b>REVENUES</b>                                              |                  |                 |
| Interest                                                     | \$ -             | \$ 88           |
| Total revenues                                               | -                | 88              |
| <b>EXPENDITURES</b>                                          |                  |                 |
| Capital outlay                                               | -                | 4,944,521       |
| Total expenditures                                           | -                | 4,944,521       |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | -                | (4,944,433)     |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                  |                 |
| Bond proceeds                                                | -                | 4,944,184       |
| Transfer in                                                  | -                | 250             |
| Total other financing sources/(uses)                         | -                | 4,944,434       |
| Net change in fund balances                                  | -                | 1               |
| Fund balances - beginning                                    | 1                | -               |
| Fund balances - ending                                       | \$ 1             | \$ 1            |

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**14**

**DRAFT**

**MINUTES OF MEETING  
ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Enbrook Community Development District held Multiple Public Hearings and a Regular Meeting on August 26, 2021 at 1:00 p.m., at the offices of RWA, Inc., 6610 Willow Park Dr., Ste. #200, Naples, FL 34109.

**Present were:**

|                  |                     |
|------------------|---------------------|
| Christian Cotter | Chair               |
| Mary Moulton     | Vice Chair          |
| Michael Bone     | Assistant Secretary |
| Ty Vincent       | Assistant Secretary |

**Also present were:**

|                            |                          |
|----------------------------|--------------------------|
| Chuck Adams                | District Manager         |
| Shane Willis               | Operations Manager       |
| Steve Martin               | District Engineer        |
| Jere Earlywine (via phone) | District Counsel         |
| James Ratz (via phone)     | Forestar Project Manager |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 1:01 p.m. Supervisors Cotter, Moulton, Bone and Vincent were present. Supervisor Everett was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Acceptance of Resignation of Supervisor J. Wayne Everett, Seat 4 (Term Expires November 2022)**

Mr. Adams presented the resignation of Supervisor J. Wayne Everett from Seat 4.

40 On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the  
 41 resignation of Supervisor J. Wayne Everett from Seat 4, was accepted.

42  
43  
44 **FOURTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired  
Term of Seat 4**

45  
46  
47 **A. Administration of Oath of Office *(the following will be provided in a separate package)***

48 I. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and  
49 Employees**

50 II. **Membership, Obligations and Responsibilities**

51 III. **Financial Disclosure Forms**

52 a. **Form 1: Statement of Financial Interests**

53 b. **Form 1X: Amendment to Form 1, Statement of Financial Interests**

54 c. **Form 1F: Final Statement of Financial Interests**

55 IV. **Form 8B – Memorandum of Voting Conflict**

56 **B. Consideration of Resolution 2021-06, Designating Certain Officers of the District, and  
57 Providing for an Effective Date**

58 These items were presented following Item 12C.

59  
60 **FIFTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2021/2022 Budget**

61  
62  
63 **A. Proof/Affidavit of Publication**

64 The affidavit of publication was provided for informational purposes.

65 **B. Consideration of Resolution 2021-07, Relating to the Annual Appropriations and  
66 Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending  
67 September 30, 2022; Authorizing Budget Amendments; and Providing an Effective  
68 Date**

69 Mr. Adams presented the proposed Fiscal Year 2022 budget, which was unchanged  
70 since last presented.

71 **Mr. Adams opened the Public Hearing.**

72 No members of the public spoke.

73 **Mr. Adams closed the Public Hearing.**

74 Mr. Adams presented Resolution 2021-07.

75

|                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>76 On MOTION by Mr. Bone and seconded by Mr. Vincent, with all in favor,<br/> 77 Resolution 2021-07, Relating to the Annual Appropriations and Adopting the<br/> 78 Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September<br/> 79 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,<br/> 80 was adopted.</p> |
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83 **SIXTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and  
Objections on the Imposition of  
Maintenance and Operation Assessments  
to Fund the Budget for Fiscal Year  
2021/2022, Pursuant to Florida Law

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89 **A. Proof/Affidavit of Publication**

90 **B. Mailed Notice(s) to Property Owners**

91 These items were provided for informational purposes.

92 **C. Consideration of Resolution 2021-08, Making a Determination of Benefit and Imposing  
93 Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and  
94 Enforcement of Special Assessments, Including but Not Limited to Penalties and  
95 Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the  
96 Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

97 **Mr. Adams opened the Public Hearing.**

98 No members of the public spoke.

99 **Mr. Adams closed the Public Hearing.**

100 Mr. Adams presented Resolution 2021-08.

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| <p>102 On MOTION by Mr. Bone and seconded by Mr. Cotter, with all in favor,<br/> 103 Resolution 2021-08, Making a Determination of Benefit and Imposing Special<br/> 104 Assessments for Fiscal Year 2021/2022; Providing for the Collection and<br/> 105 Enforcement of Special Assessments, Including but Not Limited to Penalties<br/> 106 and Interest Thereon; Certifying an Assessment Roll; Providing for<br/> 107 Amendments to the Assessment Roll; Providing a Severability Clause; and<br/> 108 Providing an Effective Date, was adopted.</p> |
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111 SEVENTH ORDER OF BUSINESS Consideration of Engagement with KE Law  
112 Group, PLLC, for District Counsel Services

114 • Consideration of Fee Agreement

115 Mr. Earlywine presented the joint letter by Hopping Green & Sams and KE Law Group,  
116 PLLC (KE) and the KE Fee Agreement.

118 On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor,  
119 engagement of KE Law Group, PLLC, for District Counsel Services, and the Fee  
120 Agreement, were approved.

123 EIGHTH ORDER OF BUSINESS Ratification of Haskins, Inc., Change Orders

125 Mr. Adams presented the following:

- 126 A. Corrective Change Order No. 2
- 127 B. Corrective Change Order No. 3
- 128 C. Change Order No. 4
- 129 D. Change Order No. 5

131 On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor, the  
132 Haskins, Inc. Change Orders, as presented, were ratified.

135 NINTH ORDER OF BUSINESS Consideration of Haskins, Inc. Change  
136 Order, Request #6 – Contract Close Out

138 Mr. Adams presented Haskins, Inc. Change Order, Request #6 – Contract Close Out.

140 On MOTION by Mr. Bone and seconded by Mr. Cotter, with all in favor, the  
141 Haskins, Inc. Change Order, Request #6 – Contract Close Out, was approved.

144 TENTH ORDER OF BUSINESS Acceptance of Unaudited Financial  
145 Statements as of July 31, 2021

148 Mr. Adams presented the Unaudited Financial Statements as of July 31, 2021. The financials  
149 were accepted.

150

151 **ELEVENTH ORDER OF BUSINESS**

**Consideration of June 14, 2021 Regular  
Meeting Minutes**

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154 Mr. Adams presented the June 14, 2021 Regular Meeting Minutes.

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156 **On MOTION by Mr. Bone and seconded by Mr. Vincent, with all in favor, the**  
157 **June 14, 2021 Regular Meeting Minutes, as presented, were approved.**

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160 **TWELFTH ORDER OF BUSINESS**

**Staff Reports**

161

162 **A. District Counsel: *KE Law Group, PLLC***

163 Mr. Earlywine stated, with regard to the Realtex Advantage and the CDD-HOA  
164 Maintenance Agreements previously approved in substantial form, an accounting would be  
165 needed to properly credit Forestar for pond digging. Once the credit is applied, the deeds and  
166 conveyances would be recorded and a Project Completion Resolution would be presented.

167 **B. District Engineer: *Q Grady Minor & Associates P.A.***

168 Mr. Martin stated that the Phase 2 utility conveyance was being finalized; it was hoped  
169 that the associated preliminary site acceptance would be prepared within the next 30 days,  
170 which should complete the site improvements for the project.

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

- 172 • **NEXT MEETING DATE: September 23, 2021 at 1:00 P.M.**

- 173 ○ **QUORUM CHECK**

174 The next meeting would be held on September 23, 2021.

175 **▪ Consider Appointment to Fill Unexpired Term of Seat 4**

176 **This item, previously the Fourth Order of Business, was presented out of order.**

177 Ms. Moulton nominated Mr. Mark Roscoe to fill Seat 4. No other nominations were  
178 made.

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**On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, the appointment of Mr. Mark Roscoe to fill Seat 4, term expires November 2022, was approved.**

- **Consideration of Resolution 2021-06, Designating Certain Officers of the District, and Providing for an Effective Date**

**This item, previously Item 4B, was presented out of order.**

Mr. Adams presented Resolution 2021-06. Ms. Moulton nominated the following slate of officers:

|                       |                     |
|-----------------------|---------------------|
| Christian Cotter      | Chair               |
| Mary Moulton          | Vice Chair          |
| Chesley E. Adams, Jr. | Secretary           |
| Ty Vincent            | Assistant Secretary |
| Michael Bone          | Assistant Secretary |
| Mark Roscoe           | Assistant Secretary |
| Craig Wrathell        | Assistant Secretary |
| Craig Wrathell        | Treasurer           |
| Jeff Pinder           | Assistant Treasurer |

No other nominations were made.

**On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, Resolution 2021-06, Designating Certain Officers of the District, and Providing for an Effective Date, as nominated, and Providing for an Effective Date, was adopted.**

**THIRTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**FOURTEENTH ORDER OF BUSINESS** **Public Comments**

There were no public comments.

215 **FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

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217           There being nothing further to discuss, the meeting adjourned.

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219           **On MOTION by Mr. Bone and seconded by Mr. Cotter, with all in favor, the**  
220           **meeting adjourned at 1:14 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

227  
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Secretary/Assistant Secretary

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Chair/Vice Chair

**ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**15C**

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT****BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE****LOCATION***Offices of RWA, Inc., 6610 Willow Park Dr., Ste. #200, Naples, FL 34109*

| <b>DATE</b>               | <b>POTENTIAL DISCUSSION/FOCUS</b>           | <b>TIME</b>    |
|---------------------------|---------------------------------------------|----------------|
| <b>October 28, 2021</b>   | <b>Regular Meeting</b>                      | <b>1:00 PM</b> |
| <b>January 27, 2022</b>   | <b>Regular Meeting</b>                      | <b>1:00 PM</b> |
| <b>February 24, 2022</b>  | <b>Regular Meeting</b>                      | <b>1:00 PM</b> |
| <b>March 24, 2022</b>     | <b>Regular Meeting</b>                      | <b>1:00 PM</b> |
| <b>April 28, 2022</b>     | <b>Regular Meeting</b>                      | <b>1:00 PM</b> |
| <b>May 26, 2022</b>       | <b>Regular Meeting</b>                      | <b>1:00 PM</b> |
| <b>June 23, 2022</b>      | <b>Regular Meeting</b>                      | <b>1:00 PM</b> |
| <b>July 28, 2022</b>      | <b>Regular Meeting</b>                      | <b>1:00 PM</b> |
| <b>August 25, 2022</b>    | <b>Public Hearing &amp; Regular Meeting</b> | <b>1:00 PM</b> |
| <b>September 22, 2022</b> | <b>Regular Meeting</b>                      | <b>1:00 PM</b> |