

# **ENBROOK**

## **COMMUNITY DEVELOPMENT DISTRICT**

**May 26, 2022**

**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**

May 19, 2022

Board of Supervisors  
Enbrook Community Development District

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

The Board of Supervisors of the Enbrook Community Development District will hold a Regular Meeting on May 26, 2022 at 1:00 p.m., at the offices of RWA, Inc., 6610 Willow Park Drive, Suite #200, Naples, FL 34109. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Jake Holsinger, SEAT 3; *Term Expires November 2022*
4. Consider Appointment of Matt Hermanson to Fill Unexpired Term of Seat 3
  - 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. Chapter 190, Florida Statutes
    - D. 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
    - E. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2022-04, Designating Certain Officers of the District, and Providing for an Effective Date

6. Consideration of Resolution 2022-05, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Resolution 2022-06, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District’s Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date
8. Consideration of Resolution 2022-07, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
9. Consideration of Resolution 2022-08, Designating a Date, Time and Location for Landowners’ Meeting; Providing for Publication, Providing for an Effective Date [SEATS 3, 4 & 5]
10. Acceptance of Unaudited Financial Statements as of April 30, 2022
11. Consideration of October 28, 2021 Regular Meeting Minutes
12. 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*
    - I. 36 Registered Voters in District as of April 15, 2022
    - II. NEXT MEETING DATE: June 23, 2022 at 1:00 P.M.

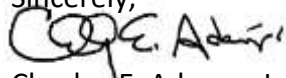
○ QUORUM CHECK

<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>MATT HERMANSON</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

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

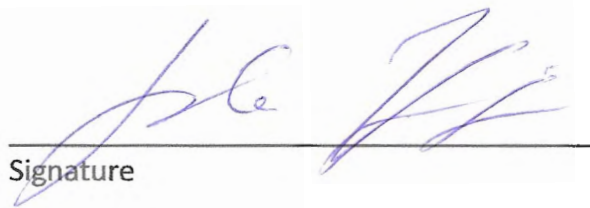
To: Board of Supervisors  
Enbrook Community Development District  
Attn: Chesley E Adams, Jr., District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Jake Holsinger  
Printed Name

Date: 3/24/22  
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.

  
Signature

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2022-04**

**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.

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**PASSED AND ADOPTED** this 26th day of May, 2022.

**ATTEST:**

**ENBROOK COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

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## RESOLUTION 2022-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**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**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) has previously adopted the *Prompt Payment Policies and Procedures* (“Policies”) to govern prompt payments; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the *Amended and Restated Prompt Payment Policies and Procedures* (“Amended Policies”), attached hereto as **Exhibit A**, for immediate use and application.

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

**SECTION 1.** The Amended Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Amended Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

**SECTION 2.** The Amended Policies hereby adopted supplant and replace all previous versions of the Policies (if any).

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 26th day of May, 2022.

ATTEST:

**ENBROOK COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

# **EXHIBIT A**

## **ENBROOK COMMUNITY DEVELOPMENT DISTRICT**

### **Amended & Restated Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

**May 26, 2022**

**Enbrook Community Development District**  
**Amended and Restated Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Enbrook Community Development District (“District”) Amended and Restated Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.



#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8018135259C-9. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 561-571-0010 / email: [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**  
Enbrook Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager
- 2. Email Address**  
EnbrookCDD@DistrictAP.com

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

- 1. Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
  
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
  
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

#### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).



# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2022-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**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*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

**WHEREAS**, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

**WHEREAS**, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

**WHEREAS**, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair, and other officers in the Chair's absence, to approve and execute the Conveyance Documents; and

**WHEREAS**, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

**1. INCORPORATION OF 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. DELEGATION OF AUTHORITY.** The Chair of the District’s Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chair or Secretary of the District’s Board of Supervisors is hereby authorized to sign, accept and/or execute any such Conveyance Documents in the Chair’s absence. The Vice Chair, Secretary, and Assistant Secretaries of the District’s Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

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

**4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

**PASSED AND ADOPTED** this 26th day of May, 2022.

ATTEST:

**ENBROOK COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2022-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Enbrook Community Development District (“**District**”) prior to June 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2022

HOUR: 1:00 P.M.

LOCATION: Offices of RWA, Inc.  
6610 Willow Park Drive, Suite #200  
Naples, Florida 34109

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2022.**

ATTEST:

**ENBROOK COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**Exhibit A: Fiscal Year 2022/2023 Proposed Budget**

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2023**



**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
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**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 85,924				\$ 84,303
Allowable discounts (4%)	(3,437)				(3,372)
Assessment levy: on-roll - net	82,487	\$ 82,488	\$ -	\$ 82,488	80,931
Total revenues	82,487	82,488	-	82,488	80,931
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	42,000	21,000	21,000	42,000	42,000
Legal	12,000	2,000	3,000	5,000	10,000
Engineering	3,000	1,260	1,740	3,000	3,000
Audit	4,000	-	4,000	4,000	4,000
Arbitrage rebate calculation	750	750	-	750	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	4,000	4,031	-	4,031	4,200
Telephone	400	200	200	400	400
Postage	750	72	250	322	500
Printing & binding	750	375	375	750	750
Legal advertising	1,000	311	500	811	1,000
Annual special district fee	175	175	-	175	175
Insurance	5,000	5,175	-	5,175	5,800
Contingencies/bank charges	750	76	250	326	500
Hosting & maintenance	705	-	705	705	705
ADA compliance	200	-	200	200	200
Saltwater tracking program	3,000	-	750	750	3,000
Property appraiser	1,289	-	-	-	1,265
Tax collector	1,718	1,650	68	1,718	1,686
Total professional & administrative	82,487	37,575	44,912	71,113	80,931
Total expenditures	82,487	37,575	44,912	71,113	80,931
Net increase/(decrease) of fund balance	-	44,913	(44,912)	11,375	-
Fund balance - beginning (unaudited)	-	(11,175)	33,738	(11,175)	200
Fund balance - ending (projected)	\$ -	\$ 33,738	\$ (11,174)	\$ 200	\$ 200

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 42,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	10,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	3,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee	4,200
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	400
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	750
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,800
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.</p>	
Hosting & maintenance	705
ADA compliance	200

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

Saltwater tracking program	3,000
As a part of the District Water Use Permit for onsite irrigation, the District is required to track and report Chloride levels in the water on a monthly basis. This will be handled by a third party contractor.	
Property appraiser	1,265
Tax collector	1,686
Total expenditures	<u>\$ 80,931</u>

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2020  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual Through 3/21/2022	Projected Through 9/30/2022	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 341,946				\$ 341,946
Allowable discounts (4%)	(13,678)				(13,678)
Net assessment levy - on-roll	328,268	\$ 328,308	\$ -	\$ 328,308	328,268
Developer contribution	-	-	20,117	20,117	-
Interest	-	7	-	7	-
Total revenues	<u>328,268</u>	<u>328,315</u>	<u>20,117</u>	<u>348,432</u>	<u>328,268</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	105,000	-	105,000	105,000	110,000
Interest	208,500	104,250	106,567	210,817	205,875
Property appraiser	5,129	-	-	-	5,129
Tax collector	6,839	6,565	-	6,565	6,839
Total expenditures	<u>325,468</u>	<u>110,815</u>	<u>211,567</u>	<u>322,382</u>	<u>327,843</u>
Excess/(deficiency) of revenues over/(under) expenditures	2,800	217,500	(191,450)	26,050	425
Fund balance:					
Net increase/(decrease) in fund balance	2,800	217,500	(191,450)	26,050	425
Beginning fund balance (unaudited)	262,400	241,719	459,219	241,719	267,769
Ending fund balance (projected)	<u>\$265,200</u>	<u>\$ 459,219</u>	<u>\$ 267,769</u>	<u>\$ 267,769</u>	<u>268,194</u>
Use of fund balance:					
Debt service reserve account balance (required)					(158,150)
Principal expense - November 1, 2023					-
Interest expense - November 1, 2023					(101,563)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 8,481</u>

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2020 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/22			102,937.50	102,937.50	5,430,000.00
05/01/23	110,000.00	2.500%	102,937.50	212,937.50	5,320,000.00
11/01/23			101,562.50	101,562.50	5,320,000.00
05/01/24	110,000.00	2.500%	101,562.50	211,562.50	5,210,000.00
11/01/24			100,187.50	100,187.50	5,210,000.00
05/01/25	115,000.00	2.500%	100,187.50	215,187.50	5,095,000.00
11/01/25			98,750.00	98,750.00	5,095,000.00
05/01/26	120,000.00	3.000%	98,750.00	218,750.00	4,975,000.00
11/01/26			96,950.00	96,950.00	4,975,000.00
05/01/27	120,000.00	3.000%	96,950.00	216,950.00	4,855,000.00
11/01/27			95,150.00	95,150.00	4,855,000.00
05/01/28	125,000.00	3.000%	95,150.00	220,150.00	4,730,000.00
11/01/28			93,275.00	93,275.00	4,730,000.00
05/01/29	130,000.00	3.000%	93,275.00	223,275.00	4,600,000.00
11/01/29			91,325.00	91,325.00	4,600,000.00
05/01/30	135,000.00	3.000%	91,325.00	226,325.00	4,465,000.00
11/01/30			89,300.00	89,300.00	4,465,000.00
05/01/31	140,000.00	4.000%	89,300.00	229,300.00	4,325,000.00
11/01/31			86,500.00	86,500.00	4,325,000.00
05/01/32	145,000.00	4.000%	86,500.00	231,500.00	4,180,000.00
11/01/32			83,600.00	83,600.00	4,180,000.00
05/01/33	150,000.00	4.000%	83,600.00	233,600.00	4,030,000.00
11/01/33			80,600.00	80,600.00	4,030,000.00
05/01/34	155,000.00	4.000%	80,600.00	235,600.00	3,875,000.00
11/01/34			77,500.00	77,500.00	3,875,000.00
05/01/35	160,000.00	4.000%	77,500.00	237,500.00	3,715,000.00
11/01/35			74,300.00	74,300.00	3,715,000.00
05/01/36	170,000.00	4.000%	74,300.00	244,300.00	3,545,000.00
11/01/36			70,900.00	70,900.00	3,545,000.00
05/01/37	175,000.00	4.000%	70,900.00	245,900.00	3,370,000.00
11/01/37			67,400.00	67,400.00	3,370,000.00
05/01/38	185,000.00	4.000%	67,400.00	252,400.00	3,185,000.00
11/01/38			63,700.00	63,700.00	3,185,000.00
05/01/39	190,000.00	4.000%	63,700.00	253,700.00	2,995,000.00
11/01/39			59,900.00	59,900.00	2,995,000.00
05/01/40	200,000.00	4.000%	59,900.00	259,900.00	2,795,000.00
11/01/40			55,900.00	55,900.00	2,795,000.00
05/01/41	205,000.00	4.000%	55,900.00	260,900.00	2,590,000.00
11/01/41			51,800.00	51,800.00	2,590,000.00
05/01/42	215,000.00	4.000%	51,800.00	266,800.00	2,375,000.00
11/01/42			47,500.00	47,500.00	2,375,000.00
05/01/43	225,000.00	4.000%	47,500.00	272,500.00	2,150,000.00
11/01/43			43,000.00	43,000.00	2,150,000.00
05/01/44	235,000.00	4.000%	43,000.00	278,000.00	1,915,000.00

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2020 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/44			38,300.00	38,300.00	1,915,000.00
05/01/45	240,000.00	4.000%	38,300.00	278,300.00	1,675,000.00
11/01/45			33,500.00	33,500.00	1,675,000.00
05/01/46	250,000.00	4.000%	33,500.00	283,500.00	1,425,000.00
11/01/46			28,500.00	28,500.00	1,425,000.00
05/01/47	260,000.00	4.000%	28,500.00	288,500.00	1,165,000.00
11/01/47			23,300.00	23,300.00	1,165,000.00
05/01/48	275,000.00	4.000%	23,300.00	298,300.00	890,000.00
11/01/48			17,800.00	17,800.00	890,000.00
05/01/49	285,000.00	4.000%	17,800.00	302,800.00	605,000.00
11/01/49			12,100.00	12,100.00	605,000.00
05/01/50	295,000.00	4.000%	12,100.00	307,100.00	310,000.00
11/01/50			6,200.00	6,200.00	310,000.00
05/01/51	310,000.00	4.000%	6,200.00	316,200.00	-
<b>Total</b>	<b>5,535,000.00</b>		<b>4,098,541.67</b>	<b>9,633,541.67</b>	

**ENBROOK  
 COMMUNITY DEVELOPMENT DISTRICT  
 ASSESSMENT COMPARISON  
 PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

On-Roll Assessments
---------------------

	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
Twin Villa	298	\$ 282.90	\$ 1,147.47	\$ 1,430.37	\$ 1,435.81
Total	298				



# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RESOLUTION 2022-08**

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

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

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

**WHEREAS**, the effective date of Collier County Ordinance No. 2020-12 creating the District (the "Ordinance") March 13, 2020; and

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

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 1st day of November, 2022 at \_\_\_\_ a/p.m. at \_\_\_\_\_.

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

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced by the Board at its May 26, 2022 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

**PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2022.**

**ATTEST:**

**ENBROOK COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

## Exhibit A

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

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

DATE: November 1, 2022

TIME: \_\_\_\_\_ a/p.m.

PLACE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

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

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

DATE OF LANDOWNERS' MEETING: **November 1, 2022**

TIME: \_\_\_\_\_ a/p.m.

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**LANDOWNER PROXY**

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT  
COLLIER COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Enbrook Community Development District to be held at \_\_\_\_\_ a/p.m., on November 1st, 2022, at \_\_\_\_\_ and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2016), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

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



**OFFICIAL BALLOT**

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT  
COLLIER COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

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

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

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

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

or

**Attach Proxy.**

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

<b>SEAT</b>	<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
3		
4		
5		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2022**

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 35,838	\$ -	\$ -	\$ 35,838
Investments				
Revenue	-	112,218	-	112,218
Reserve	-	158,150	-	158,150
Interest	-	104,250	-	104,250
Construction	-	-	280	280
Sinking	-	105,000	-	105,000
Due from debt service fund	5,129	-	-	5,129
Total assets	<u>\$ 40,967</u>	<u>\$479,618</u>	<u>\$ 280</u>	<u>\$ 520,865</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Landowner advance	\$ 6,000	\$ -	\$ -	\$ 6,000
Due to Landowner	-	280	-	280
Due to general fund	-	5,129	-	5,129
Total liabilities	<u>6,000</u>	<u>5,409</u>	<u>-</u>	<u>11,409</u>
Fund balances:				
Restricted for:				
Debt service	-	474,209	-	474,209
Capital projects	-	-	280	280
Unassigned	34,967	-	-	34,967
Total fund balances	<u>34,967</u>	<u>474,209</u>	<u>280</u>	<u>509,456</u>
Total liabilities and fund balances	<u>\$ 40,967</u>	<u>\$479,618</u>	<u>\$ 280</u>	<u>\$ 520,865</u>

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 82,488	\$ 82,487	100%
Total revenues	<u>-</u>	<u>82,488</u>	<u>82,487</u>	100%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
District engineer	-	1,260	3,000	42%
District counsel	-	2,000	12,000	17%
District management	3,500	24,500	42,000	58%
Printing & binding	63	438	750	58%
Telephone	33	233	400	58%
Legal advertising	-	311	1,000	31%
Postage	11	83	750	11%
Dissemination agent	83	583	1,000	58%
Trustee	-	4,031	4,000	101%
Arbitrage rebate calculation	-	750	750	100%
Audit	-	-	4,000	0%
Insurance	-	5,175	5,000	104%
Contingencies/bank charges	-	76	750	10%
Website				
Hosting & development	-	-	705	0%
ADA compliance	210	210	200	105%
Annual district filing fee	-	175	175	100%
Salt water tracking program	-	-	3,000	0%
Total professional & administrative	<u>3,900</u>	<u>39,825</u>	<u>79,480</u>	50%
<b>Other fees &amp; charges</b>				
Property appraiser	-	6,418	1,289	498%
Tax collector	-	1,650	1,718	96%
Total other fees & charges	<u>-</u>	<u>8,068</u>	<u>3,007</u>	268%
Total expenditures	<u>3,900</u>	<u>47,893</u>	<u>82,487</u>	58%
Excess/(deficiency) of revenues over/(under) expenditures	(3,900)	34,595	-	
<b>OTHER FINANCING SOURCES</b>				
Transfer in	-	5,129	-	N/A
Total other financing sources	<u>-</u>	<u>5,129</u>	<u>-</u>	N/A
Net change in fund balances	(3,900)	39,724	-	
Fund balances - beginning	38,867	(4,757)	-	
Fund balances - ending	<u>\$ 34,967</u>	<u>\$ 34,967</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 APRIL 30, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 328,308	\$ 328,268	100%
Interest	2	8	-	N/A
Total revenues	<u>2</u>	<u>328,316</u>	<u>328,268</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	105,000	0%
Interest	-	104,250	208,500	50%
Total debt service	<u>-</u>	<u>104,250</u>	<u>313,500</u>	33%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	5,129	0%
Tax collector	-	6,565	6,839	96%
Total other fees and charges	<u>-</u>	<u>6,565</u>	<u>11,968</u>	55%
Total expenditures	<u>-</u>	<u>110,815</u>	<u>325,468</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	2	217,501	2,800	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(5,129)	-	N/A
Total other financing sources	<u>-</u>	<u>(5,129)</u>	<u>-</u>	N/A
Net change in fund balances	2	212,372	2,800	
Fund balances - beginning	474,207	261,837	262,400	
Fund balances - ending	<u>\$ 474,209</u>	<u>\$ 474,209</u>	<u>\$ 265,200</u>	

**ENBROOK  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2020  
FOR THE PERIOD ENDED APRIL 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Miscellaneous income	\$ -	\$ 4,000
Total revenues	<u>-</u>	<u>4,000</u>
<b>EXPENDITURES</b>		
Capital outlay	<u>7,722</u>	<u>7,722</u>
Total expenditures	<u>7,722</u>	<u>7,722</u>
Excess/(deficiency) of revenues over/(under) expenditures	(7,722)	(3,722)
Fund balances - beginning	8,002	4,002
Fund balances - ending	<u>\$ 280</u>	<u>\$ 280</u>

# **ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**11**



**DRAFT**  
**MINUTES OF MEETING**  
**ENBROOK**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Enbrook Community Development District held 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.

**Present were:**

Christian Cotter	Chair
Mary Moulton	Vice Chair
Michael Bone	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Jere Earlywine (via phone)	District Counsel
Jake Holsinger	Forestar (USA) Real Estate Group, Inc.
Andre Carmack	Forestar (USA) Real Estate Group, Inc.

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 1:03 p.m. Supervisors Bone, Cotter and Moulton were present. Supervisor Vincent and Supervisor-Elect Roscoe were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consider Withdrawal of Appointment of Mark Roscoe to Seat 4 (Term Expires November 2022)**

Mr. Adams asked the Board to consider withdrawal of the appointment of Mr. Mark Roscoe to Seat 4 and noted that Mr. Roscoe was never sworn in.

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

43 **FOURTH ORDER OF BUSINESS**

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

44  
45  
46 Mr. Bone nominated Mr. Andre Carmack to fill Seat 4. No other nominations were  
47 made.

48  
49 **On MOTION by Mr. Bone and seconded by Mr. Cotter, with all in favor, the**  
50 **appointment of Mr. Andre Carmack to Fill the Unexpired Term of Seat 4, term**  
51 **expires November, 2022, was approved.**

- 52
- 53
- 54 • **Administration of Oath of Office (*the following will be provided in a separate package*)**
  - 55 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
  - 56 **Employees**
  - 57 **B. Membership, Obligations and Responsibilities**
  - 58 **C. Financial Disclosure Forms**
    - 59 **I. Form 1: Statement of Financial Interests**
    - 60 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
    - 61 **III. Form 1F: Final Statement of Financial Interests**
  - 62 **D. Form 8B – Memorandum of Voting Conflict**

63 These items were presented during the Sixth Order of Business.

64  
65 **FIFTH ORDER OF BUSINESS**

**Acceptance of Resignation of Supervisor Ty  
Vincent, Seat 3 (Term Expires November  
2022)**

66  
67  
68  
69 Mr. Adams presented the resignation letter from Supervisor Ty Vincent.

70  
71 **On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor, the**  
72 **resignation of Supervisor Ty Vincent from Seat 3, term expires November,**  
73 **2022, effective immediately, was accepted.**

74  
75  
76 **SIXTH ORDER OF BUSINESS**

**Consider Appointment of Jake Holsinger to  
Fill Unexpired Term of Seat 3**

77  
78  
79 Mr. Bone nominated Mr. Jake Holsinger to fill Seat 3. No other nominations were made.

80

81 **On MOTION by Mr. Bone and seconded by Mr. Cotter, with all in favor, the**  
 82 **appointment of Mr. Jake Holsinger to Fill the Unexpired Term of Seat 3, term**  
 83 **expires November, 2022, was approved.**

84  
 85  
 86 • **Administration of Oath of Office**

87 Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath  
 88 of Office to Mr. Carmack and Mr. Holsinger. He provided and explained the items in the new  
 89 Supervisor’s package, referenced in the Fourth Order of Business, and discussed the Sunshine  
 90 Law and public records requests and recommended that Supervisors maintain a separate email  
 91 address and records to keep CDD business separate from personal records. They were  
 92 instructed to file Form 1 with the Supervisors of Elections Office in their County of residence  
 93 within 30 days, to prevent being fined.

94 Mr. Earlywine pointed out that, in addition to the Sunshine and Public Records laws,  
 95 Supervisors are subject to adherence to the Code of Ethics Laws for Public Officials, which  
 96 involve prohibitions in conducting CDD business and disclosures related to financials, voting  
 97 conflicts and receiving gifts.

98  
 99 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01,  
 Designating Certain Officers of the District,  
 and Providing for an Effective Date**

100  
 101  
 102  
 103 Mr. Adams presented Resolution 2022-01. Mr. Cotter nominated the following slate of  
 104 officers:

105	Christian Cotter	Chair
106	Mary Moulton	Vice Chair
107	Chesley E. Adams, Jr.	Secretary
108	Michael Bone	Assistant Secretary
109	Andre Carmack	Assistant Secretary
110	Jake Holsinger	Assistant Secretary
111	Craig Wrathell	Assistant Secretary

112 No other nominations were made.

113

114 **On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor,**  
115 **Resolution 2022-01, Designating Certain Officers of the District, as nominated,**  
116 **and Providing for an Effective Date, was adopted.**

117  
118  
119 Prior appointments by the Board for Treasurer and Assistant Treasurer remain  
120 unaffected by this Resolution.

121  
122 **EIGHTH ORDER OF BUSINESS**

**Consideration of Special Warranty Deed**

123  
124 Mr. Earlywine presented the Special Warranty Deed with Grant and Reservation of  
125 Easements from Forestar (USA) Real Estate Group, Inc. (Forestar), which is a new form D.R.  
126 Horton and Forestar's Corporate Counsel prepared and wanted implemented for all real estate  
127 conveyances going forward; however, they are making some adjustments to the document. The  
128 Deed accomplishes the following:

129 ➤ Acknowledges that the Enbrook CDD project is completed, which is indicated in  
130 Resolution 2022-02, such that the District Engineer has declared the project complete.  
131 Resolution 2022-02 would be presented after the Deed is approved.

132 Mr. Earlywine stated specifically, from a real estate and development perspective, all  
133 CDD public improvements have been completed and the properties were transferred to the  
134 CDD, including real property and easement rights. Resolution 2022-02 indicates that all permits  
135 were transferred or are in the process of being finalized and transferred into the CDD's name.

136 ➤ Acknowledges the Enbrook CDD project is complete under the Trust Indenture, in which  
137 the Trustee would release any excess funds remaining in the account and, in exchange, the  
138 Developer and CDD would execute a Mutual Release.

139 ➤ This is the last real estate conveyance that is needed.

140 Mr. Earlywine requested approval, in substantial form, as it is intended to convey the  
141 balance of the real estate rights in the project.

142 ➤ It includes a Quit Claim Grant for any remaining easements and a Reservation of  
143 Easement provision if D.R. Horton or Forestar need to access the property for maintenance.

144 In response to a question Mr. Earlywine confirmed that Wayne reviewed and approved  
145 the Special Warranty Deed and would receive the final version for review before it is recorded.  
146 He stated that Chevel indicated they would be using different forms on all the conveyances.

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**MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor, the Special Warrant Deed, in substantial form, was approved.**

**NINTH ORDER OF BUSINESS**

**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**

Mr. Earlywine presented Resolution 2022-02. This Resolution deems the project complete, from a real estate conveyance standard point, and that the project itself is done and declares the project complete for the purposes of the Trust Indenture. It finalizes assessments and states that those assessed received the full benefit of what they were being assessed for.

**MOTION by Mr. Bone and seconded by Mr. Cotter, with all in favor, 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, subject to the Special Warranty Deed being finalized, was adopted.**

**TENTH ORDER OF BUSINESS**

**Consideration of CDD/HOA Maintenance Agreement**

Mr. Adams presented the Agreement in which the CDD is designating the HOA to maintain its assets, as outlined in the Agreement. It was noted that District Counsel and the Engineering team reviewed the Agreement.

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**MOTION by Mr. Bone and seconded by Mr. Cotter, with all in favor, the CDD/HOA Maintenance Agreement, was approved.**

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-03, Authorizing and Approving Change of Designated Registered Agent and Registered Office**

Mr. Adams presented Resolution 2022-03.

**MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, Resolution 2022-03, Authorizing and Approving Change of Designated Registered Agent to Craig Wrathell and Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, as the Registered Office, was adopted.**

**TWELFTH ORDER OF BUSINESS**

**Update: Stormwater Reporting Requirements**

Mr. Earlywine discussed new legislation that requires CDDs to prepare and submit a Stormwater Management Needs Analysis Report to the State by June 30, 2022.

Mr. Adams reported that the Florida Department of Environmental Protection (FDEP), who would administer this at the State level, provided a template to use in preparing the Report. The Report will be primarily an engineering function, with some accounting, and, as this is a new CDD, most of the information required is readily available.

**MOTION by Mr. Carmack and seconded by Mr. Bone, with all in favor, authorizing District Staff to proceed with the steps necessary to prepare the Stormwater Needs Analysis Report, was approved.**

**THIRTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of September 30, 2021**

Mr. Adams presented the Unaudited Financial Statements as of September 30, 2021. The financials were accepted.

230 **FOURTEENTH ORDER OF BUSINESS**

**Consideration of August 26, 2021 Public Hearings and Regular Meeting Minutes**

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Mr. Adams presented the August 26, 2021 Public Hearings and Regular Meeting Minutes.

**On MOTION by Mr. Bone and seconded by Mr. Cotter, with all in favor, the August 26, 2021 Public Hearings and Regular Meeting Minutes, as presented, were approved.**

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241 **FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

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

There was no report.

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

There was no report.

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247

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

- **NEXT MEETING DATE: January 27, 2022 at 1:00 P.M.**
- **QUORUM CHECK**

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The next meeting would be held on January 27, 2022.

251

252 **SIXTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

253  
254

There were no Board Members' comments or requests.

255

256 **SEVENTEENTH ORDER OF BUSINESS**

**Public Comments**

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There were no public comments.

259

260 **EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

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There being nothing further to discuss, the meeting adjourned.

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**On MOTION by Mr. Cotter and seconded by Mr. Bone, with all in favor, the meeting adjourned at 1:20 p.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair



**ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**12CI**



# Jennifer J. Edwards Supervisor of Elections

April 15, 2022

Ms Daphne Gillyard  
Endbrook CDD  
2300 Glades Rd Suite 410W  
Boca Raton FL 30431

Dear Ms Gillyard,

In compliance with 190.06 of the Florida Statutes, this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 36 active registered voters residing in the Endbrook CDD as of April 15, 2022.

Should you have any question regarding election services for this district please feel free to contact our office.

Sincerely,

David B Carpenter  
Qualifying Officer  
Collier County Supervisor of Elections  
(239) 252-8501  
Dave.Carpenter@colliervotes.gov



**ENBROOK**

**COMMUNITY DEVELOPMENT DISTRICT**

**12CII**

**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 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>February 24, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>March 24, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>April 28, 2022 CANCELED</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>