

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

www.catalinacdd.org

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS MEETING
NOVEMBER 8, 2016**

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT AGENDA
November 8, 2016 at 2:30 p.m.**

At the office Rizzetta & Company, Inc., located at 9530 Marketplace Rd., Ste. 206, Ft. Myers, FL 33912

District Board of Supervisors	J. Keith Sherman John Kirkbride Floyd "Butch" Johnston Richard Bonito Louis Sanchez	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Mike Eckert	Hopping Green & Sams, P.A.
District Engineer	Carl Barraco	Barraco & Associates, Inc.

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **2:30 p.m.** with the first section which is called **Public Comment**. The Public Comment portion of the agenda is where individuals may comment on matters for which the Board may be taking action or that may otherwise concern the District. Each individual is limited to three **(3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests and Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. Agendas can be reviewed by contacting the Manager's office at (239) 936-0913 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (239) 936-0913, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9530 MARKETPLACE ROAD, SUITE 206 • FORT MYERS, FL 33912

www.catalinacdd.org

October 31, 2016

Board of Supervisors
Catalina at Winkler Preserve
Community Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District will be held on **Tuesday, November 8, 2016 at 2:30 p.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912. The following is the advance agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisor’s Meeting held on August 9, 2016..... Tab 1
 - B. Consideration of the Operation and Maintenance Expenditures For the Months of July, August, and September 2016 Tab 2
- 4. BUSINESS ITEMS**
 - A. Ratification of Previously Executed Insurance Proposal for Fiscal Year 2016/2017 Tab 3
 - B. Ratification of Previously Executed Barraco & Associates, Inc. Proposal for NPDES MS4 Permit, Year 5 Annual Report Tab 4
 - C. Ratification of Previously Executed Rizzetta & Company, Inc. Dissemination Agent Agreement Tab 5
 - D. Consideration of Resolution 2017-01, Adopting Alternative Investment Guidelines Tab 6
 - E. Consideration of Resolution 2017-02, Re-designating Treasurer of the District Tab 7
 - F. Review and Consideration of Prompt Payment Policies and Procedures, Resolution 2017-03 Tab 8
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (239) 936-0913.

Very truly yours,
Belinda Blandon
Belinda Blandon
District Manager

Cc: Mike Eckert, Hopping Green & Sams, PA

Tab 1

MINUTES OF MEETING

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District was held on **Tuesday, May 10, 2016 at 2:30 p.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

Present and constituting a quorum:

Keith Sherman	Board Supervisor, Chairman
John Kirkbride	Board Supervisor, Vice Chairman (via speaker phone)
Butch Johnston	Board Supervisor, Assistant Secretary (via speaker phone)
Dick Bonito	Board Supervisor, Assistant Secretary
Louis Sanchez	Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber	District Manager, Rizzetta & Company, Inc.
Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Mike Eckert	District Counsel, Hopping Green & Sams, P.A.
Wes Kayne	District Engineer, Barraco & Associates, Inc.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Blandon called the meeting to order and conducted roll call.

SECOND ORDER OF BUSINESS

Public Comment

Ms. Blandon stated for the record that no members of the public were present.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
May 10, 2016**

Ms. Blandon presented the minutes of the Board of Supervisors' Meeting held on May 10, 2016 and asked if there were any additions, deletions, or revisions to the minutes. There were none.

On a Motion by Mr. Sanchez, seconded by Mr. Sherman, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on May 10, 2016, for the Catalina at Winkler Preserve Community Development District.
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FOURTH ORDER OF BUSINESS

**Consideration of the Operations and
Maintenance Expenditures for the
Months of April, May, June 2016**

Ms. Blandon presented the expenditures for the months of April, May, and June 2016. Discussion ensued regarding Lake Masters invoices and reports.

On a Motion by Mr. Bonito, seconded by Mr. Johnston, with all in favor, the Board approved the Operations and Maintenance Expenditures for the Months of April, May, and June 2016, for the Catalina at Winkler Preserve Community Development District.

FIFTH ORDER OF BUSINESS

Discussion Regarding Lake Signs

Mr. Sherman advised of kids fishing in the lakes and crawling into the stormwater pipes. It was advised that resolution 2015-09 adopts a policy to prohibit recreational activities on the District owned ponds. Extensive discussion ensued among the Board regarding on site signage.

On a Motion by Mr. Johnston, seconded by Mr. Bonito, with all in favor, the Board Directed the Chairman to work with District Management to have 2 Signs placed at each Pond Advising of No Swimming, No Fishing, No Boating, and Beware of Alligators, for the Catalina at Winkler Preserve Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2016-04,
Appointing an Assistant Secretary**

Ms. Blandon presented the resolution, which appoints herself as an assistant secretary for signatory purposes.

On a Motion by Mr. Sherman, seconded by Mr. Sanchez, with all in favor, the Board adopted Resolution 2016-04, Appointing Ms. Belinda Blandon as an Assistant Secretary, for the Catalina at Winkler Preserve Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2016-05,
Redesignating the Assistant Treasurer of
the District**

On a Motion by Mr. Bonito, seconded by Mr. Sanchez, with all in favor, the Board adopted Resolution 2016-05, Redesignating Mr. Shawn Wildermuth, replacing Mr. Joe Kennedy, as Assistant Treasurer of the District, for the Catalina at Winkler Preserve Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2016-06,
Redesignating the Treasurer of the
District**

On a Motion by Mr. Sanchez, seconded by Mr. Bonito, with all in favor, the Board adopted Resolution 2016-06, Redesignating Mr. Joseph Kennedy, replacing Mr. Bill Rizzetta, as Treasurer of the District, for the Catalina at Winkler Preserve Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2016-07,
Declaring Vacancies**

Ms. Blandon advised the resolution being presented would declare Seats 1, 2, and 5, vacant as of November 22, 2016 due to nobody qualifying for that seat. Discussion ensued.

On a Motion by Mr. Sanchez, seconded by Mr. Sherman, with all in favor, the Board adopted Resolution 2016-06, Declaring Vacancies in Seats 1, 2, and 5, as of November 22, 2016, for the Catalina at Winkler Preserve Community Development District.

TENTH ORDER OF BUSINESS

**Public Hearing to Consider Adoption of
the Fiscal Year 2016/2017 Budgets**

Ms. Blandon provided an overview of the public hearing process and asked for a motion to open the public hearing.

On a Motion by Mr. Sherman, seconded by Mr. Sanchez, with all in favor, the Board Opened the Public Hearing to Consider Adoption of the Fiscal Year 2016/2017 Budgets, for the Catalina at Winkler Preserve Community Development District.

ELEVENTH ORDER OF BUSINESS

**Presentation of the Proposed Final
Budget for Fiscal Year 2016/2017**

Ms. Blandon provided an overview of the proposed final budget for fiscal year 2016/2017 and stated for the record that no members of the public were present. Discussion ensued.

On a Motion by Mr. Sherman, seconded by Mr. Sanchez, with all in favor, the Board Closed the Public Hearing to Consider Adoption of the Fiscal Year 2016/2017 Budgets, for the Catalina at Winkler Preserve Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2016-08,
Annual Appropriations and Adopting the
Final Budget for Fiscal Year 2016/2017**

Ms. Blandon presented the resolution.

On a Motion by Mr. Bonito, seconded by Mr. Johnston, with all in favor, the Board adopted Resolution 2016-08, Annual Appropriations and Adopting a Final Budget for Fiscal Year 2016/2017, for the Catalina at Winkler Preserve Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2016-09,
Making a Determination of Benefit and
Imposing Special Assessments, Providing
for the Collection and Enforcement of
Special Assessments, Certifying an
Assessment Roll**

Ms. Blandon presented the resolution.

On a Motion by Mr. Sherman, seconded by Mr. Sanchez, with all in favor, the Board adopted Resolution 2016-09, Making a Determination of Benefit and Imposing Special Assessments, Providing for the Collection and Enforcement of Special Assessments, Certifying an Assessment Roll, for the Catalina at Winkler Preserve Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2016-10,
Adopting the Alternative Investment
Guidelines for Investing Public Funds**

Ms. Blandon presented the resolution.

On a Motion by Mr. Sanchez, seconded by Mr. Bonito, with all in favor, the Board adopted Resolution 2016-10, Adopting Alternative Investment Guidelines for Investing Public Funds, for the Catalina at Winkler Preserve Community Development District.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Mr. Eckert advised he had no further report.

- B. District Engineer
Mr. Kayne advised he had no further report.

- C. District Manager
Ms. Blandon advised of resolutions she brought along to the meeting for consideration; redesignating the Secretary of the District and adopting a fiscal year 2016/2017 meeting schedule.

On a Motion by Mr. Sherman, seconded by Mr. Bonito, with all in favor, the Board adopted Resolution 2016-11, Redesignating Mr. Eric Dailey, in place of Pete Williams, as Secretary of the District, for the Catalina at Winkler Preserve Community Development District.

On a Motion by Mr. Sanchez, seconded by Mr. Bonito, with all in favor, the Board adopted Resolution 2016-12, Adopting a Meeting Schedule for Fiscal Year 2016/2017; Meetings to be held on November 8, 2016, February 14, 2017, May 8, 2017, and August 8, 2017; all meetings to be held at 2:30 p.m., at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, for the Catalina at Winkler Preserve Community Development District.

Ms. Blandon announced that the next meeting of the Board of Supervisors is scheduled for Tuesday, November 08, 2016 at 2:30pm.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests and Comments

Ms. Blandon opened the floor to Supervisor requests and comments. There were none.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

Ms. Blandon stated there are no other agenda items to come before the Board and asked for a motion to adjourn the meeting.

On a Motion by Mr. Sherman, seconded by Mr. Kirkbride, with all in favor, the Board adjourned the meeting at 3:35 p.m. for the Catalina at Winkler Preserve Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

**Operation and Maintenance Expenditures
July 2016
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2016 through July 31, 2016. This does not include expenditures previously approved by the Board.

The total items being presented: **\$7,869.08**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Catalina at Winkler Preserve Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2016 Through July 31, 2016

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barraco and Associates, Inc.	000202	16557	Engineering Services 05/16	\$ 1,195.99
Catalina at Winkler Homeowner's Association, Inc.	000203	Jun-16	Reimb HOA for Electric Service for Aerator System 06/16	\$ 140.00
Florida Power and Light Company	000201	09846-68343 06/16	17043 Tremont St #Aerator 06/16	\$ 81.75
Florida Power and Light Company	000201	11246-08348 06/16	17213 Wrigley Cir #Aerator 06/16	\$ 37.40
Hopping Green & Sams	000197	88300	General/Monthly Legal Services 05/16	\$ 618.27
Lake Masters Aquatic Weed Control, Inc.	000198	16-04284	Monthly Aquatic Weed Control 06/16	\$ 435.00
Lake Masters Aquatic Weed Control, Inc.	000205	16-05148	Monthly Aquatic Weed Control 07/16	\$ 435.00
Nature's Blueprint of SW FL LLC	000204	11515	2nd Qtr Treatment of Preserve	\$ 1,280.00
Rizzetta & Company, Inc.	000199	3297	District Management Fees 07/16	\$ 3,470.67
Rizzetta Technology Services, LLC	000200	INV0000001416	Website & Email Hosting Services 07/16	\$ <u>175.00</u>
Report Total				\$ <u>7,869.08</u>

Barraco and Associates
 2271 McGregor Boulevard, Suite 100
 Fort Myers, FL 33901

Catalina @ Winkler Preserve CDD
 3434 Colwell Ave
 Suite 200
 Tampa, FL 33544

Invoice number 16557
 Date 06/21/2016

Project 22271 Catalina @ Winkler CDD

Description	Contract Amount	Percent Complete	Billed To Date	Less Previous Billing	Amount Due This Billing
01 (TM) General Consultation	4,000.00	1,191.73	47,669.00	46,849.00	820.00
02 (LS) Engineer's Report	6,000.00	100.00	6,000.00	6,000.00	0.00
03 (TM) Document Review	4,000.00	186.50	7,460.00	7,460.00	0.00
04 (LS) Meeting Representation - Addendum 1	1,500.00	100.00	1,500.00	1,500.00	0.00
05 (LS) SOP - Addendum 1	3,500.00	100.00	3,500.00	3,500.00	0.00
06 (LS) TMDL Prior Rpt Monitoring - Addendum 1	3,000.00	100.00	3,000.00	3,000.00	0.00
07 (LS) Inspection & docum. of Fac. - Addendum 1	1,500.00	100.00	1,500.00	1,500.00	0.00
08 (LS) Proactive Discharge Insp - Addendum 1	1,500.00	100.00	1,500.00	1,500.00	0.00
09 (LS) Annual Report - Addendum 1	2,500.00	100.00	2,500.00	2,500.00	0.00
10 (LS) Meeting Representation - Add 2	1,500.00	100.00	1,500.00	1,500.00	0.00
11 (LS) Inspection & Docum of Fac. - Add 2	1,500.00	100.00	1,500.00	1,500.00	0.00
12 (LS) Proactive Illicit Disch. Inspections - Add 2	1,500.00	100.00	1,500.00	1,500.00	0.00
13 (LS) Annual Report - Add 2	2,500.00	100.00	2,500.00	2,500.00	0.00
14 (LS) Meeting Representation - Add 3	1,500.00	100.00	1,500.00	1,500.00	0.00
15 (LS) Inspection & Docum of Fac - Add 3	2,500.00	100.00	2,500.00	2,500.00	0.00
16 (LS) Proactive Illicit Disch Inspec - Add 3	1,500.00	100.00	1,500.00	1,500.00	0.00
17 (LS) TMDL Rpt - Add 3	0.00	0.00	0.00	0.00	0.00
18 (LS) Annual Report - Add 3	2,500.00	100.00	2,500.00	2,500.00	0.00
19 (LS) Meeting Representation - Add 4	1,500.00	100.00	1,500.00	1,125.00	375.00
20 (LS) Inspection & Docum of Fac - Add 4	2,500.00	100.00	2,500.00	2,500.00	0.00
21 (LS) Proactive Illicit Disch Inspect - Add 4	1,500.00	100.00	1,500.00	1,500.00	0.00
22 (LS) Annual Report Preparation - Add 4	2,500.00	100.00	2,500.00	2,500.00	0.00
23 (TM) Out of Scope Services	0.00	0.00	26,353.50	26,353.50	0.00
24 (TM) Reimbursables	0.00	0.00	197.33	196.34	0.99
Total	50,500.00	245.90	124,179.83	122,983.84	1,195.99

01 (TM) General Consultation

	Hours	Rate	Billed Amount
Professional Engineer	1.00	175.00	175.00
<i>Preparation for BOS meeting. Flood zone map research and provide link.</i>			
Principal Professional Engineer	3.00	215.00	645.00
<i>Prepare for and attend BOS meeting</i>			
subtotal	4.00		820.00

Phase subtotal 820.00

24 (TM) Reimbursables

8 1/2 x 11 copies

Units	Billed Amount
14.00	0.99
Reimbursables subtotal	
	0.99

Invoice total **1,195.99**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
16557	06/21/2016	1,195.99	1,195.99				
	Total	1,195.99	1,195.99	0.00	0.00	0.00	0.00

RECEIVED
 JUN 20 2016

date received 06/20/16
 VM approved *[Signature]* Date 7/11/16
 date entered JUN 20 2016
 fund 001 GL 51300 OC 3103



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Please request changes on the back.
Notes on the front will not be detected.

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CATALINA AT WINKLER
PRESERVE CDD
C/O RIZZETTA & COMPANY INC
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
09846-68343	\$81.75	Jul 18 2016	\$

Your electric statement

Account number: 09846-68343

For: May 26 2016 to Jun 27 2016 (32 days)

Customer name: CATALINA AT WINKLER

Statement date: Jun 27 2016

Service address: 17043 TREMONT ST # AERATOR

Next meter reading: Jul 27 2016

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
82.20	82.20 CR	8.85 CR	8.85 CR	90.60	\$81.75	Jul 18 2016

Meter reading - Meter ACD7513

Current reading 58224
Previous reading - 57364
kWh used 860

Amount of your last bill 82.20
Payment received - Thank you 82.20 CR
Additional activity:
Deposit interest 8.85 CR
Balance before new charges \$8.85 CR

Energy usage	Last Year	This Year
kWh this month	632	860
Service days	29	32
kWh per day	22	27

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount 83.26**
Storm charge 1.11
Gross receipts tax 2.16
Franchise charge 4.07
Total new charges \$90.60

**The electric service amount includes the following charges:

Customer charge: \$7.75
Fuel: \$21.52
(\$0.025020 per kWh)
Non-fuel: \$53.99
(\$0.062780 per kWh)

Total amount you owe \$81.75

- Thank you for enrolling in the FPL E-Mail Bill program. Now that you are participating, THIS WILL BE THE LAST PAPER BILL YOU RECEIVE FROM FPL. You will be notified of future bills by e-mail.
- Payment received after **September 19, 2016** is considered **LATE**; a late payment charge of 1% will apply.

53100-4311

[Handwritten signature]

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com





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June 27, 2016

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CATALINA AT WINKLER
PRESERVE CDD
C/O RIZZETTA & COMPANY INC
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390



Re: Account #: 09846-68343
Service Address: 17043 TREMONT ST # AERATOR
FORT MYERS FL 33908

Hello CATALINA AT WINKLER,

Thank you for choosing to receive your bills by email. Now it's easier than ever to know what you owe - and since this is your last paper bill, there's less paper to file and store.

What to expect

- Your first Email Bill was already sent to you. If you didn't see the email, check your spam filter and please add FPL_Email_Bill@billing.fpl.com to your address book to ensure delivery.
- You'll continue to receive Email Bills at bblandon@rizzetta.com. Want to receive your bill at a different email account? Simply visit www.FPL.com/updateemail, and update your email address.

What's on the Email Bill?

- A summary of what you owe and when it's due
- Easy access to full billing details
- Convenient option to pay securely

For more about Email Bill and other easy ways to manage your account, visit us at www.FPL.com.

Approved [Signature] Date 7/1/16
 Entered [Signature] JUN 30 2016
 nd 001 GL 53100 OC 4311



ECCP.E009.201606



USEFUL TELEPHONE NUMBERS

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545
Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)
Visit FPL's Web Site at <http://www.fpl.com>



FPL

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Please request changes on the back. Notes on the front will not be detected.

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CATALINA AT WINKLER PRESERVE CDD C/O RIZZETTA & COMPANY INC 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL GENERAL MAIL FACILITY MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
11246-08348	\$37.40	Jul 18 2016	\$

Your electric statement

Account number: 11246-08348

For: May 26 2016 to Jun 27 2016 (32 days)

Customer name: CATALINA AT WINKLER

Statement date: Jun 27 2016

Service address: 17213 WRIGLEY CIR # AERATOR

Next meter reading: Jul 27 2016

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
55.16	55.16 CR	3.93 CR	3.93 CR	41.33	\$37.40	Jul 18 2016

Meter reading - Meter ACD7626

Current reading 26317 Previous reading - 25972 kWh used 345

Energy usage	Last Year	This Year
kWh this month	544	345
Service days	29	32
kWh per day	19	11

**The electric service amount includes the following charges:

Customer charge: \$7.75 Fuel: \$8.63 (\$0.025020 per kWh) Non-fuel: \$21.66 (\$0.062780 per kWh)

Amount of your last bill 55.16 Payment received - Thank you 55.16 CR Additional activity: Deposit interest 3.93 CR Balance before new charges \$3.93 CR New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS) Electric service amount 38.04** Storm charge 0.44 Gross receipts tax 0.99 Franchise charge 1.86 Total new charges \$41.33

Total amount you owe \$37.40

- Payment received after September 19, 2016 is considered LATE; a late payment charge of 1% will apply.

Date Rec'd Rizzetta & Co., Inc. JUN 30 2016

D/M approval [Signature] Date 7/1/16

Date entered JUN 30 2016

Fund 001 GL 53100 OC 4311

Check #

Please have your account number ready when contacting FPL. Customer service: 1-800-375-2434 Outside Florida: 1-800-226-3545 To report power outages: 1-800-4OUTAGE (468-8243) Hearing/speech impaired: 711 (Relay Service) Online at: www.FPL.com



FPL

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

June 22, 2016

Catalina at Winkler Preserve CDD
c/o Rizzetta & Company, Inc
3434 Colwell Ave
Suite 200
Tampa, FL 33614

Bill Number 88300
Billed through 05/31/2016

General Counsel/Monthly Meeting
CATCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

05/02/16	MCE	Review agenda package; prepare for board meeting.	0.70 hrs
05/02/16	LCW	Confer with staff regarding meeting minutes.	0.10 hrs
05/03/16	LCW	Review correspondence regarding items for agenda package.	0.10 hrs
05/06/16	LCW	Prepare for board meeting.	0.10 hrs
05/10/16	LCW	Prepare for and attend board meeting; follow-up regarding same.	1.10 hrs
05/20/16	LCW	Review meeting minutes and provide comments.	0.20 hrs
05/23/16	MCE	Follow-up with Huber regarding Yorgensen letter for reimbursement.	0.10 hrs
05/23/16	LCW	Confer with staff regarding request for resident payment of legal fees relative to Yorgensen pipe installation matter.	0.10 hrs
Total fees for this matter			\$614.50

DISBURSEMENTS

Travel	3.77
Total disbursements for this matter	\$3.77

MATTER SUMMARY

Whelan, Lindsay C.	1.70 hrs	225 /hr	\$382.50
Eckert, Michael C.	0.80 hrs	290 /hr	\$232.00

TOTAL FEES	\$614.50
TOTAL DISBURSEMENTS	\$3.77

TOTAL CHARGES FOR THIS MATTER \$618.27

BILLING SUMMARY

Whelan, Lindsay C.	1.70 hrs	225 /hr	\$382.50
Eckert, Michael C.	0.80 hrs	290 /hr	\$232.00
			\$614.50
			\$3.77
TOTAL FEES			\$614.50
TOTAL DISBURSEMENTS			\$3.77
TOTAL CHARGES FOR THIS BILL			\$618.27

Please include the bill number on your check.

RECEIVED
 JUN 24 2016
 State HECA RIZZETTA & CO., INC.
 V/M approval *[Signature]* Date *6/24/16*
 Date entered JUN 24 2016
 Fund 001 GL 51400 OC 3107
 Check #

Invoice

Lake Masters Aquatic Weed Control, Inc.
 P.O. Box 2300
 Palm City, FL 34991
 Toll Free: 1-877-745-5729

DATE	INVOICE #
6/1/2016	16-04284

Bill To:
CATALINA AT WINKLER PRESERVE CDD 3434 COLWELL AVENUE., SUITE 200 TAMPA, FL 33614

susan.oraczewski@lakemasters.com	P.O. NO.	TERMS	REP	PROJECT
		Net 30	JLM	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL	435.00	435.00
	6.00% SALES TAX	6.00%	0.00
<p>Date Rec'd Rizzetta & Co., Inc. <u>JUN 01 2016</u></p> <p>D/M approval <u>Mel</u> Date <u>6/5</u></p> <p>Date entered <u>JUN 03 2016</u></p> <p>Fund <u>001</u> GL <u>53800</u> OC <u>4605</u></p> <p>Check # _____</p>			

THIS INVOICE AND SERVICE IS FOR THE MONTH INDICATED IN THE DATE SECTION ABOVE.	Total	\$435.00
	Payments/Credits	\$0.00
	Balance Due	\$435.00

Lake Masters Aquatic Weed Control, Inc.
P.O. Box 2300
Palm City, FL 34991
Toll Free: 1-877-745-5729

Invoice

DATE	INVOICE #
7/1/2016	16-05148

Bill To:
CATALINA AT WINKLER PRESERVE CDD 3434 COLWELL AVENUE., SUITE 200 TAMPA, FL 33614

susan.oraczewski@lakemasters.com	P.O. NO.	TERMS	REP	PROJECT
		Net 30	JLM	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL	435.00	435.00
	6.00% SALES TAX	6.00%	0.00
<p>Date Rec'd Rizzetta & Co., Inc. JUL 0 1 2016 D/M approval <u>DFB</u> Date <u>7/1/16</u> Date entered <u>JUL 0 1 2016</u> Fund <u>001</u> GL <u>538000C 4605</u> Check # _____</p>			

THIS INVOICE AND SERVICE IS FOR THE MONTH INDICATED IN THE DATE SECTION ABOVE.	Total	\$435.00
	Payments/Credits	\$0.00
	Balance Due	\$435.00



Nature's Blueprint of Southwest Florida, LLC

5811 Corporation Circle
Fort Myers, FL 33905

Phone: 239-693-5488
Fax: 239-693-6977

Invoice

Date	Invoice #
7/11/2016	11515

Customer Name

Catalina At Winkler Preserve CDD

Job Location

Catalina At Winkler Preserve CDD

Estimate #	Rep	Due Date
		7/11/2016

<i>Landscape, Lighting, Irrigation, Drainage & Landscape Maintenance</i>	P.O. Number	Terms
		Due on receipt

Quantity	Item Code	Description	Price Each	Amount
1	Periodic Greencar...	2nd Qtr treatment of preserve.	1,280.00	1,280.00

Date Rec'd Rizzetta & Co., Inc. JUL 15 2016
 D/M approval [Signature] Date 7/18/16
 Date entered JUL 15 2016
 Fund 001 GL 53800 OC 4611
 Check # _____

By accepting delivery of goods, services and/or signing a copy hereof, customer agrees that all goods or services have been complete unless otherwise noted by customer. Delinquent invoices will be charged a service charge on invoices not paid within terms at the rate of 1-1/2% per month (18% APR) or the highest amount allowed by law. Claims made based on defective material or service must be made in writing within five (5) days after delivery and/or installation. Customer agrees to pay all court costs, damages and attorney's fees if collection efforts become necessary.	Total	\$1,280.00
	Payments/Credits	\$0.00
	Balance Due	\$1,280.00

2% Convenience fee will be added to all invoices paid by the use of a debit/credit card.

Preserving our reputation, one project at a time.

RIZZETTA & COMPANY, INC.

Suite 200
 5020 W Linebaugh Avenue
 Suite 200

DATE	INVOICE NO.
7/1/2016	3297

BILL TO
CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614

TERMS	PROJECT
Due Upon Rec't	327 - CDD

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	PROFESSIONAL FEES:			
DM	District Management Services 3101		1,604.00	1,604.00
ADMIN	Administrative Services 3100		450.00	450.00
ACTG	Accounting Services 3201		1,000.00	1,000.00
FC	Financial Consulting Services 3111		416.67	416.67
	Services for the period July 1, 2016 through July 31, 2016			
	Date Rec'd Rizzetta & Co., Inc. JUN 24 2016			
	D/M approval <i>[Signature]</i> Date 6/24/16			
	Date entered JUN 24 2016			
	Fund 001 GL 51302 OC Various.			
	Check # _____			

Total	\$3,470.67
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Rizzetta Technology Services
 5020 W Linebaugh Ave.
 Suite 200
 Tampa FL 33624

Invoice

Date	Invoice #
7/1/2016	INV0000001416

Bill To:

CATALINA AT WINKLER PRESERVE CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
July		00327

Description	Qty	Rate	Amount
EEmail Hosting	5	\$15.00	\$75.00
Website Hosting Services	1	\$100.00	\$100.00
Date Rec'd Rizzetta & Co., Inc. <u>JUN 27 2016</u> D/M approval <u>[Signature]</u> Date <u>6/27/16</u> Date entered <u>JUN 27 2016</u> Fund <u>001</u> GL <u>51300</u> OC <u>5103</u> Check # _____			

Subtotal	\$175.00
Total	\$175.00

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

**Operation and Maintenance Expenditures
August 2016
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2016 through August 31, 2016. This does not include expenditures previously approved by the Board.

The total items being presented: **\$5,739.13**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Catalina at Winkler Preserve Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2016 Through August 31, 2016

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquatic Systems, Inc.	000209	0000349200	Quarterly Aerator Maintenance 08/16	\$ 250.00
Aquatic Systems, Inc.	000209	0000349201	Quarterly Fountain Maintenance 08/16	\$ 115.00
Catalina at Winkler Homeowner's Association, Inc.	000213	Jul-16	Reimb HOA for Electric Service for Aerator System 07/16	\$ 140.00
Florida Power and Light Company	000211	11246-08348 07/16	17213 Wrigley Cir #Aerator 07/16	\$ 49.08
Floyd Johnston	000214	BJ080916	Board of Supervisors Meeting 08/09/16	\$ 200.00
Hopping Green & Sams	000206	88871	General/Monthly Legal Services 06/16	\$ 456.67
John E. Kirkbride	000215	JK080916	Board of Supervisors Meeting 08/09/16	\$ 200.00
Keith Sherman	000217	KS080916	Board of Supervisors Meeting 08/09/16	\$ 200.00
Louis G. Sanchez	000216	LS080916	Board of Supervisors Meeting 08/09/16	\$ 200.00
Richard Bonito	000212	RB080916	Board of Supervisors Meeting 08/09/16	\$ 200.00
Rizzetta & Company, Inc.	000207	3407	District Management Fees 08/16	\$ 3,470.67
Rizzetta Technology Services, LLC	000208	INV0000001495	Website & Email Hosting Services 07/16	\$ 175.00
The Breeze Corporation	000210	103322 07/20/16	Acct #L00993 Legal Advertising 07/20/16	<u>\$ 82.71</u>
Report Total				<u>\$ 5,739.13</u>



Aquatic Systems, Inc.

LAKE & WETLAND MANAGEMENT SERVICES

2100 NW 33rd Street Pompano Beach, FL 33069

1-800-432-4302 - Fax (954) 977-7877

Invoice

INVOICE DATE:	8/1/2016
INVOICE NUMBER:	0000349200
CUSTOMER NUMBER:	0590680
PO NUMBER:	
PAYMENT TERMS:	Net 30

Catalina@Winkler CDD-AM
 C/O Rizzetta & Company
 3434 Colwell Ave., Suite 200
 Tampa, FL 33614

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Quarterly Aerator Maintenance - August		250.00	250.00

Date Rec'd Rizzetta & Co., Inc. AUG 02 2016
 D/M approval [Signature] Date 8/8/16
 Date entered AUG 04 2016
 Fund 001 GL 53800 OC 4601
 Check # _____

SALES TAX: (0.0%)	\$0.00
LESS PAYMENT:	\$0.00
TOTAL DUE:	\$250.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT.
 MAKE CHECKS PAYABLE TO: **Aquatic Systems, Inc.**

Address Changes (Note on Back of this Slip)
 Please include contact name and phone number

DATE:	8/1/2016
INVOICE NUMBER:	0000349200
CUSTOMER NUMBER:	0590680
TOTAL AMOUNT DUE:	\$250.00

Aquatic Systems, Inc.
 2100 NW 33rd Street
 Pompano Beach, FL 33069

AMOUNT PAID:

THANK YOU FOR YOUR BUSINESS!



Aquatic Systems, Inc.

LAKE & WETLAND MANAGEMENT SERVICES

2100 NW 33rd Street Pompano Beach, FL 33069

1-800-432-4302 - Fax (954) 977-7877

Invoice

INVOICE DATE:	8/1/2016
INVOICE NUMBER:	0000349201
CUSTOMER NUMBER:	0590780
PO NUMBER:	
PAYMENT TERMS:	Net 30

Catalina@Winkler CDD-FM
 C/O Rizzetta & Company
 3434 Colwell Ave., Suite 200
 Tampa, FL 33614

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Quarterly Fountain Maintenance - August		115.00	115.00

Date Rec'd Rizzetta & Co., Inc. AUG 0 9 2016
 D/M approval [Signature] Date 8/8/16
 Date entered AUG 0 1 2016
 Fund 001 GL 53800 OC 4601
 Check # _____

SALES TAX: (0.0%)	\$0.00
LESS PAYMENT:	\$0.00
TOTAL DUE:	\$115.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT.
 MAKE CHECKS PAYABLE TO: **Aquatic Systems, Inc.**

Address Changes (Note on Back of this Slip)
 Please include contact name and phone number

DATE:	8/1/2016
INVOICE NUMBER:	0000349201
CUSTOMER NUMBER:	0590780
TOTAL AMOUNT DUE:	\$115.00

Aquatic Systems, Inc.
 2100 NW 33rd Street
 Pompano Beach, FL 33069

AMOUNT PAID:

THANK YOU FOR YOUR BUSINESS!

INVOICE

Catalina at Winkler
12650 Whitehall Drive
Fort Myers, FL 33907

DATE: July 31, 2016
INVOICE # Jul-16
FOR: Electric Service

Bill To:
Catalina at Winkler Preserve CDD
3434 Colwell Ave., Suite 200
Tampa, FL 33614

DESCRIPTION	AMOUNT
July - Aerator electrical service running of pool electric at Catalina <p style="text-align: right;">AUG 1 2 2016</p> Date Rec'd Rizzetta & Co., Inc. _____ D/M approval <u>[Signature]</u> Date <u>8/15/16</u> Date entered <u>AUG 1 2 2016</u> Fund <u>001</u> GL <u>53100</u> OC <u>4311</u> Check # _____	\$140.00
TOTAL	\$140.00

Please make check payable to:

Catalina at Winkler
12650 Whitehall Drive
Ft Myers, FL 33907

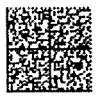


/ 27

5319112460834838094000000

Please request changes on the back.
Notes on the front will not be detected.

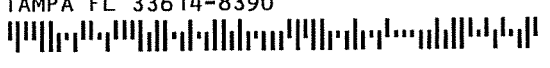
B 5,8 5319 3
AUTO **CO 1459 117662



CATALINA AT WINKLER
PRESERVE CDD
C/O RIZZETTA & COMPANY INC
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
11246-08348	\$49.08	Aug 17 2016	\$

Your electric statement

Account number: 11246-08348

For: Jun 27 2016 to Jul 27 2016 (30 days)
Customer name: CATALINA AT WINKLER
Service address: 17213 WRIGLEY CIR # AERATOR

Statement date: Jul 27 2016
Next meter reading: Aug 29 2016

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
37.40	37.40 CR	0.00	0.00	49.08	\$49.08	Aug 17 2016

Meter reading - Meter ACD7626

Current reading 26743
Previous reading - 26317
kWh used 426

Amount of your last bill 37.40
Payment received - Thank you 37.40 CR
Balance before new charges \$0.00

Energy usage

	Last Year	This Year
kWh this month	382	426
Service days	32	30
kWh per day	12	14

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)	
Electric service amount	45.16**
Storm charge	0.55
Gross receipts tax	1.17
Franchise charge	2.20
Total new charges	\$49.08

**The electric service amount includes the following charges:

Customer charge: \$7.75
Fuel: \$10.66
(\$0.025020 per kWh)
Non-fuel: \$26.75
(\$0.062780 per kWh)

Total amount you owe \$49.08

- Payment received after **October 19, 2016** is considered **LATE**; a late payment charge of **1%** will apply.
- Record heat means higher bills. That's because the A/C runs longer. Lower your bill by setting the thermostat to 78 degrees. Learn more at FPL.com/summertips.
- The Public Service Commission will hold a technical hearing in August regarding FPL's request for a base rate adjustment. View Energy News (residential) or Energy Notes (business), or visit FPL.com/answers for details.

Date Rec'd Rizzetta & Co., Inc. AUG 02 2016
D/M approval [Signature] Date 8/8/16
Date entered AUG 04 2016
Fund 001 Gl. 53100 OC 4311
Check # _____

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com



**CATALINA AT WINKLER PRESERVE
SUPERVISOR PAY REQUEST**

Meeting Date: August 9, 2016

Name of Board Supervisor	Check if present	Check if paid
Keith Sherman	X	X
John Kirkbride <i>phone</i>	X	X
Butch Johnston <i>phone</i>	X	X
Richard Bonito	X	X
Louis Sanchez	X	X

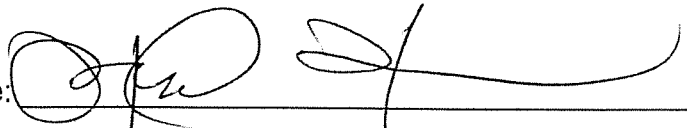
EXTENDED MEETING TIMECARD

Meeting Start Time:	2:32 3:33	
Meeting End Time:	3:35 <i>gl</i>	
Total Meeting Time:		

Time Over _____ () Hours: _____


Total at \$175 per Hour: _____

Bill Client for above?	yes
Accumulate for future billing?	yes

DM Signature: 

Please forward completed timecard to Marcia Eannetta and copy Susan Garcia.

Date Rec'd Rizzetta & Co., Inc. AUG 10 2016

D/M approval  Date 8/15/16

Date entered AUG 17 2016

Fund 001 GL 51100 OC 1101

Check # _____

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

July 25, 2016

Catalina at Winkler Preserve CDD
c/o Rizzetta & Company, Inc
3434 Colwell Ave
Suite 200
Tampa, FL 33614

Bill Number 88871
Billed through 06/30/2016

General Counsel/Monthly Meeting

CATCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

06/07/16	KEM	Prepare appropriation and assessment resolutions.	0.20 hrs
06/15/16	LCW	Review meeting advertisement proof.	0.10 hrs
06/20/16	MCE	Prepare budget resolution and assessment resolution.	0.30 hrs
06/20/16	KEM	Confirm acceptance of fiscal year 2014-2015 audit; confer with district manager regarding budget and assessment resolutions.	0.20 hrs
06/27/16	MCE	Review election status; prepare for elections.	0.10 hrs
06/27/16	KEM	Research qualified electors.	0.10 hrs
06/28/16	MCE	Prepare board seat vacancy resolution; review history regarding Yorgensen matter; confer with district manager.	0.40 hrs
06/28/16	LCW	Confer with staff regarding status of Yorgensen pipe installation matter.	0.40 hrs
06/28/16	KEM	Prepare resolution declaring vacancies.	0.20 hrs
06/29/16	CNG	Prepare memorandum to district manager regarding impact from 2016 legislative session on public records and website requirements.	0.10 hrs

Total fees for this matter \$453.50

DISBURSEMENTS

Conference Room Rental	3.17
Total disbursements for this matter	\$3.17

MATTER SUMMARY

Gates, Clark N.	0.10 hrs	215 /hr	\$21.50
Ibarra, Katherine E. - Paralegal	0.70 hrs	125 /hr	\$87.50
Whelan, Lindsay C.	0.50 hrs	225 /hr	\$112.50

Eckert, Michael C.	0.80 hrs	290 /hr	\$232.00
TOTAL FEES			\$453.50
TOTAL DISBURSEMENTS			\$3.17
TOTAL CHARGES FOR THIS MATTER			\$456.67

BILLING SUMMARY

Gates, Clark N.	0.10 hrs	215 /hr	\$21.50
Ibarra, Katherine E. - Paralegal	0.70 hrs	125 /hr	\$87.50
Whelan, Lindsay C.	0.50 hrs	225 /hr	\$112.50
Eckert, Michael C.	0.80 hrs	290 /hr	\$232.00
TOTAL FEES			\$453.50
TOTAL DISBURSEMENTS			\$3.17
TOTAL CHARGES FOR THIS BILL			\$456.67

Please include the bill number on your check.

Date Rec'd Rizzetta & Co., Inc. JUL 28 2016

D/M approved  Date 7/29/16

Date entered JUL 28 2016

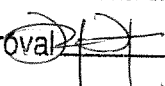
File 001 CL 51400 OC 3107

RIZZETTA & COMPANY, INC.

Suite 200
 5020 W Linebaugh Avenue
 Suite 200

DATE	INVOICE NO.
8/1/2016	3407

BILL TO
CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614

ITEM	DESCRIPTION	QTY	TERMS	PROJECT
			Due Upon Rec't	327 - CDD
			RATE	AMOUNT
	PROFESSIONAL FEES:			
DM	District Management Services 3101		1,604.00	1,604.00
ADMIN	Administrative Services 3100		450.00	450.00
ACTG	Accounting Services 3201		1,000.00	1,000.00
FC	Financial Consulting Services 3111		416.67	416.67
	Services for the period August 1, 2016 through August 31, 2016			
	Date Rec'd Rizzetta & Co., Inc. JUL 2 2016			
	D/M approval  Date 7/29/16			
	Date entered JUL 2 2016			
	Fund 001 GL 51300 OC Various			
	Check # _____			

Total	\$3,470.67
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Rizzetta Technology Services
 5020 W Linebaugh Ave.
 Suite 200
 Tampa FL 33624

Invoice

Date	Invoice #
8/1/2016	INV0000001495

Bill To:

CATALINA AT WINKLER-PRESERVE CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
August		00327

Description	Qty	Rate	Amount
Email Hosting	5	\$15.00	\$75.00
Website Hosting Services	1	\$100.00	\$100.00
Subtotal			\$175.00
Total			\$175.00

Date Rec'd Rizzetta & Co., Inc. JUL 2 2016
 D/M approval [Signature] Date 7/29/16
 Date entered JUL 2 2016
 Fund 001 GL 51300 OC 5103
 Check # _____

Classified/Legal Advertising Invoice

The Breeze Legals

2510 DEL PRADO BLVD.

CAPE CORAL, FL
33904
(239) 574-1110

CATALINA AT WINKLER PRESERVE CDD
9530 MARKETPLACE ROAD
SUITE 206
FORT MYERS, FL

07/19/2016 10:15:03AM

33912

No: 103322

Phone: 239 936-0913

Ad No 103322	Customer No: L00993	Start Date 07-20-2016	Stop Date 07-27-2016	Category: Legals		Classification: MISCELLANEOUS		
Order No	Rate: LA	Lines: 102	Words: 340	Inches: 9.92	Cost 82.71	Payments .00	Balance 82.71	
Publications ... Runs Breeze Legals ... 2 Online Legals ... 2		Solicitor: SM	Origin: 17	Sales Rep: 3	Credit Card	Credit Card Number	Card Expire	
		<table border="1"> <tr> <td align="center">Identifier</td> </tr> <tr> <td>CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT</td> </tr> <tr> <td>NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE</td> </tr> </table> <p align="right">Date Rec'd Rizzetta & Co., Inc. <u>AUG 07 2016</u> D/M approval <u>[Signature]</u> Date <u>8/8/16</u> Date entered <u>AUG 07 2016</u> Fund <u>001</u> GL <u>51300</u> OC <u>4801</u> Check # _____</p>						Identifier
Identifier								
CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT								
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE								
*Extend Expiration Date								

**CAPE CORAL BREEZE
PUBLISHED CAPE CORAL, FLA**

Affidavit of Publication

State of Florida
County of Lee

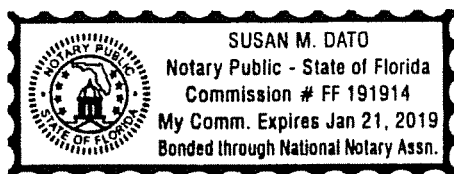
Before the undersigned authority personally appeared Deborah Carletti, who on oath says that he/she is the ADVERTISING REPRESENTATIVE of the Cape Coral Breeze newspaper, published at Cape Coral, Lee County, Florida that the attached copy of advertisement, being a Legal Notice, in the matter of Catalina at Winkler Preserve Community Development District, as published in said newspaper in the issues, July 20, 27, 2016. Affiant further says that the Cape Coral Breeze is a newspaper published at Cape Coral, said Lee County, Florida and that the said newspaper has heretofore been continuously published in said Lee County, Florida, and has been entered as a second class periodicals matter at the post office in Fort Myers in said Lee County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said Newspaper.

Deborah Carletti

SWORN TO AND SUBSCRIBED before me this
July 27, 2016
Notary Public

Susan M. Dato

103322



CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2016/2017 BUDGETS AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors of the Catalina at Winkler Preserve Community Development District will hold a public hearing on August 9, 2016 at 2:30 p.m. at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 for the purpose of hearing comments and objections on the adoption of the budgets of the District for Fiscal Year 2016/2017. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and budgets may be obtained at the offices of the District Manager, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, during normal business hours.

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 936-0913 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 711, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager
Run Dates 7/20/16 & 7/27/16
103322

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

**Operation and Maintenance Expenditures
September 2016
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2016 through September 30, 2016. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,266.53**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Catalina at Winkler Preserve Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2016 Through September 30, 2016

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Catalina at Winkler Homeowner's Association, Inc.	000223	Aug-16	Reimb HOA for Electric Service for Aerator System 08/16	\$ 140.00
Egis Insurance Advisors, LLC	000224	4797	FL Insurance Package 10/01/2016-10/01/2017	\$ 4,619.00
FastSigns	000228	34851124	No Swimming & No Alligator Signs	\$ 531.66
Florida Power and Light Company	000222	11246-08348 08/16	17213 Wrigley Cir #Aerator 08/16	\$ 46.20
Hopping Green & Sams	000218	89231	General/Monthly Legal Services 07/16	\$ 50.50
Lake Masters Aquatic Weed Control, Inc.	000219	16-05980	Monthly Aquatic Weed Control 08/16	\$ 435.00
Lake Masters Aquatic Weed Control, Inc.	000226	16-06875	Monthly Aquatic Weed Control 09/16	\$ 435.00
Rizzetta & Company, Inc.	000220	3513	District Management Fees 09/16	\$ 3,470.67
Rizzetta Technology Services, LLC	000221	INV0000001574	Website & Email Hosting Services 09/16	\$ 175.00
Vertex Water Features	000227	880015916	Replaced Capacitor and Cooling Fan	\$ 141.50
Vertex Water Features	000227	880016105	Service Call - Installed New Cabinet	\$ 222.00
Report Total				<u>\$ 10,266.53</u>

INVOICE

Catalina at Winkler
12650 Whitehall Drive
Fort Myers, FL 33907

DATE: August 31, 2016
INVOICE # Aug-16
FOR: Electric Service

email to: vsmith@rizzetta.com

Bill To:
Catalina at Winkler Preserve CDD
9428 Camden Field Parkway
Riverview FL 33578

DESCRIPTION	AMOUNT
<p>Aug- Aerator electrical service running of pool electric at Catalina</p> <p style="text-align: center;">RECEIVED</p> <p>Date Rec'd Rizzetta & Co., Inc. <u>SEP 09 2016</u></p> <p>D/M approval <u>[Signature]</u> Date <u>9/14/16</u></p> <p>Date entered <u>SEP 09 2016</u></p> <p>Fund <u>001</u> GL <u>53100</u> OC <u>4311</u></p> <p>Check # _____</p> <p>Please make check payable to: Catalina at Winkler 12650 Whitehall Drive Ft Myers, FL 33907</p>	<p style="text-align: right;">\$140.00</p>
TOTAL	\$140.00



INVOICE

Customer	Catalina at Winkler Preserve Community Development District	609
Date	08/23/2016	
Customer Service	Kristina Rudez	
Page	1 of 1	

Catalina at Winkler Preserve Community Development District
 c/o Rizzetta & Company
 9530 Marketplace Rd., Ste 206
 Ft. Myers, FL 33912

Payment Information	
Invoice Summary	4,619.00
Payment Amount	
Payment for:	Invoice#4797
100116605	

Thank You

Please detach and return with payment

✂
 Customer: Catalina at Winkler Preserve Community Development District

Invoice	Effective	Transaction	Description	Amount
4797	10/01/2016	Renew policy	Policy #100116605 10/01/2016-10/01/2017 Florida Insurance Alliance Package - Renew policy Due Date: 9/22/2016 <div style="text-align: center;"> RECEIVED Date Rec'd Rizzetta & Co., Inc. <u>SEP 07 2016</u> D/M approval <u>[Signature]</u> Date <u>9/12/16</u> Date entered <u>SEP 09 2016</u> Fund <u>001</u> GL <u>15500</u> OC _____ Check # _____ </div>	4,619.00
Total				4,619.00

Thank You

REMIT TO: EGIS INSURANCE ADVISORS LLC, LOCKBOX 234021, PO BOX 84021, Chicago, IL 60689-4002
 OVERNIGHT: Egis Insurance Advisors, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Egis Insurance & Risk Advisors 250 International Parkway Suite 254 Lake Mary, FL 32746	(321)320-7665	Date
	cbitner@egisadvisors.com	08/23/2016

Invoice:

348 51124

FASTSIGNS
12211 S. Cleveland Ave.
Ft. Myers, FL 33907
Phone 239-274-0744
Fax. 239-274-3151
Email: 348@fastsigns.com

Customer: **Catalina @ Winkler Preserve Community** ph: (239) 989-0303
Contact: Belinda Blandon
Description: No Swimming sign and Alligators Signs
Sales Person: Paul Hill
Clerk: Paul Hill Email: bblandon@rizzetta.com

	Product	Qty	Sides	H x W	Unit Cost	Item Total
1	Aluminum .080	7	1	18 x 12	\$42.95	\$300.66
	Color: Red on White					
	Description: Aluminum .080 with printed vinyl applied and laminated					
	Text: NO SWIMMING BOATING FISHING					

2	Aluminum .080	7	1	18 x 12	\$33.00	\$231.00
	Color: Red & Black on White					
	Description: Aluminum .080 with cut or printed vinyl applied.					
	Text: DANGER ALLIGATORS AND SNAKES IN AREA STAY AWAY FROM THE WATER DO NOT FEED THE WILDLIFE					

RECEIVED

Date Rec'd Rizzetta & Co., Inc. SEP 26 2016
D/M approval [Signature] Date 10/3/16
Date entered SEP 26 2016
Fund 001 GL 57900 OC 6405
Check # _____

Other Payments: _____
Shipping Notes: Form of Payment / Amount / Initials

Ordered: 9/21/2016 3:44:21PM
Due: 9/23/2016 4:00:00PM
Printed: 9/28/2016 2:34:36PM

Notes:

Line Item Total:	\$531.66
Tax Exempt Amt:	\$531.66
Subtotal:	\$531.66
Taxes:	\$0.00
Total:	\$531.66
Total Payments:	\$0.00
Balance Due:	\$531.66

ATTN: Belinda Blandon
Catalina @ Winkler Preserve Community
8437 Sumner Ave
Ft. Myers, FL 33908

Payment due upon order placement.

Received/Accepted By: _____

/ 27

5319112460834880264000000

Please request changes on the back.
Notes on the front will not be detected.

SEP 02 2016

B 5,8 5319 8



AUTO **CO 1459
127697

CATALINA AT WINKLER
PRESERVE CDD
C/O RIZZETTA & COMPANY INC
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
11246-08348	\$46.20	Sep 19 2016	\$46.20

Your electric statement

Account number: 11246-08348

For: Jul 27 2016 to Aug 29 2016 (33 days)

Customer name: CATALINA AT WINKLER

Statement date: Aug 29 2016

Service address: 17213 WRIGLEY CIR # AERATOR

Next meter reading: Sep 28 2016

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
49.08	49.08 CR	0.00	0.00	46.20	\$46.20	Sep 19 2016

Meter reading - Meter ACD7626

Current reading 27139
Previous reading - 26743
kWh used 396

Amount of your last bill 49.08
Payment received - Thank you 49.08 CR
Balance before new charges \$0.00

Energy usage

	Last Year	This Year
kWh this month	353	396
Service days	30	33
kWh per day	12	12

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount	42.52**
Storm charge	0.51
Gross receipts tax	1.10
Franchise charge	2.07
Total new charges	\$46.20

****The electric service amount includes the following charges:**

Customer charge:	\$7.75
Fuel:	\$9.91
(\$0.025020 per kWh)	
Non-fuel:	\$24.86
(\$0.062780 per kWh)	

Total amount you owe \$46.20

- Payment received after **November 17, 2015** is considered **LATE**; a late payment charge of **1%** will apply.
- Record heat means higher bills. That's because the A/C runs longer. Lower your bill by setting the thermostat to 78 degrees. Learn more at FPL.com/summertips.
- The Florida Public Service Commission is reviewing a routine storm charge adjustment that would apply to your bill beginning in September. Visit FPL.com/rates to learn more about your electric bill.

RECEIVED

Date Rec'd Rizzetta & Co., Inc. SEP 02 2016

D/M approval [Signature] Date 9/2/16

Date entered SEP 02 2016

Fund 001 GL 53100 OC 4311

Check # _____

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

August 19, 2016

Catalina at Winkler Preserve CDD
c/o Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, FL 33578

Bill Number 89231
Billed through 07/31/2016

General Counsel/Monthly Meeting
CATCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

07/27/16	MCE	Review budget question; confer with Hardwick.	0.10 hrs
07/29/16	CNG	Research public records request.	0.10 hrs
Total fees for this matter			\$50.50

MATTER SUMMARY

Gates, Clark N.	0.10 hrs	215 /hr	\$21.50
Eckert, Michael C.	0.10 hrs	290 /hr	\$29.00

TOTAL FEES \$50.50

TOTAL CHARGES FOR THIS MATTER \$50.50

BILLING SUMMARY

Gates, Clark N.	0.10 hrs	215 /hr	\$21.50
Eckert, Michael C.	0.10 hrs	290 /hr	\$29.00

TOTAL FEES \$50.50

TOTAL CHARGES FOR THIS BILL \$50.50

Please include the bill number on your check.

Date Rec'd Rizzetta & Co., Inc. AUG 2 2016

D/M approval [Signature] Date 8/27/16

Date entered AUG 2 2016

Fund 001 GL 51400 OC 3107

Check # _____

Lake Masters Aquatic Weed Control, Inc.
P.O. Box 2300
Palm City, FL 34991
Toll Free: 1-877-745-5729

Invoice

DATE	INVOICE #
8/1/2016	16-05980

Bill To:
CATALINA AT WINKLER PRESERVE CDD 3434 COLWELL AVENUE., SUITE 200 TAMPA, FL 33614

susan.oraczewski@lakemasters.com	P.O. NO.	TERMS	REP	PROJECT
		Net 30	JLM	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL 6.00% SALES TAX	435.00 6.00%	435.00 0.00
<p>Date Rec'd Rizzetta & Co., Inc. <u>100 0 1 2016</u></p> <p>D/M approval <u>[Signature]</u> Date <u>8/8/16</u></p> <p>Date entered <u>AUG 0 1 2016</u></p> <p>Fund <u>001</u> GL <u>53800</u> OC <u>4405</u></p> <p>Check # _____</p>			

THIS INVOICE AND SERVICE IS FOR THE MONTH INDICATED IN THE DATE SECTION ABOVE.

Total	\$435.00
Payments/Credits	\$0.00
Balance Due	\$435.00

Lake Masters Aquatic Weed Control, Inc.
P.O. Box 2300
Palm City, FL 34991
Toll Free: 1-877-745-5729

Invoice

DATE	INVOICE #
9/1/2016	16-06875

Bill To:
CATALINA AT WINKLER PRESERVE CDD 3434 COLWELL AVENUE., SUITE 200 TAMPA, FL 33614

susan.oraczewski@lakemasters.com	P.O. NO.	TERMS	REP	PROJECT
		Net 30	JLM	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL 6.00% SALES TAX	435.00 6.00%	435.00 0.00
<p>RECEIVED</p> <p>Date Rec'd Rizzetta & Co., Inc. <u>SEP 01 2016</u></p> <p>D/M approval <u>[Signature]</u> Date <u>9/2/16</u></p> <p>Date entered <u>SEP 02 2016</u></p> <p>Fund <u>001</u> GL <u>53800</u> OC <u>4605</u></p> <p>Check # _____</p>			

THIS INVOICE AND SERVICE IS FOR THE MONTH INDICATED IN THE DATE SECTION ABOVE.	Total	\$435.00
	Payments/Credits	\$0.00
	Balance Due	\$435.00

RIZZETTA & COMPANY, INC.

Suite 200
 5020 W Linebaugh Avenue
 Tampa, FL 33624

Invoice

DATE	INVOICE NO.
9/1/2016	3513

BILL TO
CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614

TERMS	PROJECT
Due Upon Rec't	327 - CDD

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	PROFESSIONAL FEES:			
DM	District Management Services 3101		1,604.00	1,604.00
ADMIN	Administrative Services 3100		450.00	450.00
ACTG	Accounting Services 3201		1,000.00	1,000.00
FC	Financial Consulting Services 3111		416.67	416.67
	 Services for the period September 1, 2016 through September 30, 2016			
	 Date Rec'd Rizzetta & Co., Inc. <u>AUG 25 2016</u> D/M approval <u>[Signature]</u> Date <u>8/27/16</u> Date entered <u>AUG 25 2016</u> Fund <u>001</u> GL <u>51300</u> OC <u>Various</u> Check # _____			

Total	\$3,470.67
--------------	-------------------

Rizzetta Technology Services
 5020 W Linebaugh Ave.
 Suite 200
 Tampa FL 33624

Invoice

Date	Invoice #
9/1/2016	INV0000001574

Bill To:

CATALINA AT WINKLER PRESERVE CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
September		00327

Description	Qty	Rate	Amount
EEmail Hosting	5	\$15.00	\$75.00
Website Hosting Services	1	\$100.00	\$100.00
Subtotal			\$175.00
Total			\$175.00

Date Rec'd Rizzetta & Co., Inc: 8/27/16
 D/M approval [Signature] Date 8/27/16
 Date entered AUG 27 2016
 Fund 001 GL 51300 OC 5103
 Check # _____



Invoice

2100 NW 33rd Street
 Pompano Beach, FL 33069
 7543079790

Date	Invoice #	Account #
8/30/2016	880015916	0589180

Original Date

Bill To

Catalina at Winkler Pres CDD 0589180
 c/o Rizzetta & Company, Inc.
 3434 Colwell Ave., Suite 200
 Tampa, FL 33614
 USA

Ship To

Catalina at Winkler Pres CDD
 Winkler Rd & Sumner Ave
 Ft. Myers, FL 33908
 USA

P.O. Number	Terms	Rep
	Net 30	BSC
1	During Aeration Maintenance Service replaced (1) capacitor and (1) Cooling Fan.	141.50
		141.50

SEP 09 2016

APPROVAL *[Signature]* Date *9/11/16*
 SEP 16 2016
 ind_001_GL 53800004601

Thank you for your business.
 Please make checks payable to Vertex Water Features.

Total

\$141.50



Invoice

2100 NW 33rd Street
 Pompano Beach, FL 33069
 7543079790

Date	Invoice #	Account #
9/19/2016	880016105	0589180

Original Date

Bill To

Catalina at Winkler Pres CDD 0589180
 c/o Rizzetta & Company, Inc.
 3434 Colwell Ave., Suite 200
 Tampa, FL 33614
 USA

Ship To

Catalina at Winkler Pres CDD
 Winkler Rd & Sumner Ave
 Ft. Myers, FL 33908
 USA

P.O. Number	Terms	Rep
	Net 30	NM
1	Aerator Service Call - Air2 - location: Clubhouse Pond #1 - Installed new cabinet.	222.00
		222.00

SEP 22 2016

Date Rec'd Rizzetta & Co., Inc. _____
 D/M approval RF Date 7-26-16
 Date entered SEP 26 2016
 Fund DDL GL 53800 OC 4601
 Check# _____

Thank you for your business.
 Please make checks payable to Vertex Water Features.

Total \$222.00

Tab 3



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Catalina at Winkler Preserve Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Quotation being provided for:

**Catalina at Winkler Preserve Community Development District
c/o Rizzetta & Company
9530 Marketplace Road, Ste. 206
Ft. Myers, FL 33912**

Term: October 1, 2016 to October 1, 2017

Quote Number: 100116605

PROPERTY COVERAGE

Limits

Blanket Building & Contents Limit	\$29,600
Inland Marine	Not Included
Flood Limit	Included
Excess of NFIP, whether purchased or not	
Earthquake Limit	Included
Boiler & Machinery	Included
TRIA	Not Included

Deductibles

Per Occurrence Building & Contents and Extensions of Coverage	\$2,500
Per Occurrence for Named Windstorm	5 %*
Subject to Minimum of:	\$10,000
Per Flood, (except zones A, V see page 8, Terms and Conditions) excess of NFIP, whether purchased or not)	\$2,500
Per Earth Movement	\$2,500

*5 % of Total Insured Values per location, at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.

TOTAL PROPERTY PREMIUM **\$119**

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 any one occurrence
	B	Animals	No Coverage
X	C	Business Income	\$1,000,000 any one occurrence
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$100,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	N	Personal property of Employees	\$50,000 in any one occurrence
X	O	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	P	Professional Fees	\$50,000 in any one occurrence
X	Q	Recertification of Equipment	Included
X	R	Service Interruption Coverage	\$100,000 in any one occurrence
X	S	Transit	\$250,000 in any one occurrence

X	T	Vehicles as Scheduled Property	Included
X	U	Preservation of Property	\$250,000 in any one occurrence
X	V	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	W	Additional Expenses	\$1,000,000 in any one occurrence

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

COVERAGES	SYMBOL	LIMIT	DEDUCTIBLE
LIABILITY	N/A	Not Included	Not Included
HIRED NON OWNED LIABILITY	8,9	\$1,000,000	\$0
PERSONAL INJURY PROTECTION	5	STATUTORY	\$0
AUTO MEDICAL PAYMENTS	N/A	Not Included	Not Included
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	N/A	Not Included	Not Included
AUTO PHYSICAL DAMAGE	N/A	Not Included	Not Included

Symbol 8, 9 Hired Non-Owned Autos only

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$2,500

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

- Media Content Services Liability
- Network Security Liability
- Privacy Liability
- First Party Extortion Threat First
- Party Crisis Management First
- Party Business Interruption

Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Catalina at Winkler Preserve Community Development District
c/o Rizzetta & Company
9530 Marketplace Road, Ste. 206
Ft. Myers, FL 33912

Term: October 1, 2016 to October 1, 2017

Quote Number: 100116605

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$119
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,250
Public Officials and Employment Practices Liability	\$2,250
TOTAL PREMIUM DUE	\$4,619

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



Florida
Insurance
Alliance™

PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

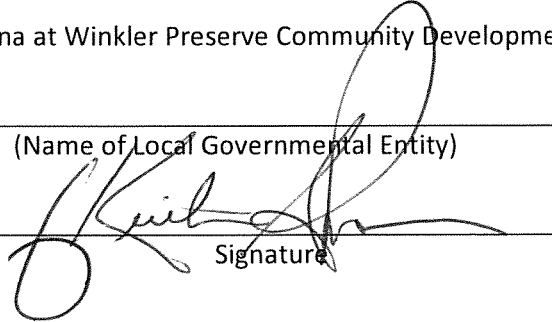
The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2016, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Catalina at Winkler Preserve Community Development District

(Name of Local Governmental Entity)

By:


Signature


Print Name

Witness By:

Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2016

By: _____
Administrator



Florida Insurance Alliance™

PROPERTY VALUATION AUTHORIZATION

**Catalina at Winkler Preserve Community Development District
c/o Rizzetta & Company
9530 Marketplace Road, Ste. 206
Ft. Myers, FL 33912**

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV
- Inland Marine
- Auto Physical Damage
- I reject TRIA (Terrorism Risk Insurance Act) coverage

\$29,600 As per schedule attached
Not Included
Not Included

Signature: _____
Name: _____
Title: _____

Date: 9/5/16



Catalina at Winkler Preserve Community Development District

Quote No.: 100116605

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value		Covering Replaced	Roof Yr Blt
			Roof Covering					
1	Fountain		2000	10/01/2016	\$20,000			
	Winkler Rd Fort Myers FL 33901		Non combustible	10/01/2017			\$20,000	
Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value		Covering Replaced	Roof Yr Blt
			Roof Covering					
2	Components & Cabinets		2000	10/01/2016				
	Sumner Ave / Tremont St Fort Myers FL 33901		Non combustible	10/01/2017	\$6,400		\$6,400	
Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value		Covering Replaced	Roof Yr Blt
			Roof Covering					
3	Components & Cabinets		2000	10/01/2016				
	Sumner Ave / Wrigley Circle Fort Myers FL 33901		Non combustible	10/01/2017	\$3,200		\$3,200	
Total:			Building Value	Contents Value	Insured Value			
			\$20,000	\$9,600	\$29,600			

Sign: 

Print Name: J. KEITH SHANNON

Date: 9/5/16

Tab 5

September 13, 2016

Ms. Belinda Blandon
District Manager
Catalina at Winkler Preserve Community Development District (CDD)
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912

**Re: Catalina at Winkler Preserve CDD
Contract Addendum No. 5**

NPDES MS4 Permit No. FLS000035-003 – Year 5 Annual Report (Cycle 3)

Dear Ms. Blandon:

The Catalina at Winkler Preserve CDD (referenced herein as the District) is an approved co-permittee on the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit issued to Lee County by the Florida Department of Environmental Protection (FDEP). The permit generally operates in five-year cycles, with the most recent cycle, Cycle 3, issued by FDEP under Permit No. FLS000035-003 on September 13, 2011. It is the right of the District, as an approved co-permittee, to discharge stormwater to waters of the State, in accordance with the approved Stormwater Management Programs; but likewise it is the responsibility of the District to adhere to the various requirements of the approved permit, as outlined therein.

Year 5 of the most recent NPDES MS4 permit cycle shall cover the period of time between September 13, 2015 and September 12, 2016. Barraco and Associates, Inc. (BAI) is pleased to offer the following engineering professional services to assist the District with the following Year 5 requirements of the NPDES MS4 permit:

- | | |
|---|-----------------------|
| A. <u>Meeting Representation</u> : BAI shall represent the District at meetings related to the NPDES MS4 permit. These meetings shall include, but are not limited to monthly co-permittee meetings at Lee County to discuss compliance issues and permit requirements, as well as “as needed” local meetings with FDEP in order to obtain updates and/or clarifications related to permit requirements. | \$1,500
(Lump Sum) |
| B. <u>Inspection and Documentation of District Facilities</u> : BAI shall perform documented inspections of the inventoried water management facilities maintained by the District in accordance with the permit requirements and as outlined by the Inspection Schedule for Structural Controls. Documentation for all inspections will be maintained on file by BAI in the event of an FDEP audit so as to demonstrate compliance with permit requirements. | \$2,500
(Lump Sum) |

- C. Proactive Illicit Discharge Inspections: BAI shall perform documented proactive illicit discharge inspections within the District in accordance with the permit requirements and as outlined by the Illicit Discharge Program. Documentation for all inspections will be maintained on file by BAI in the event of an FDEP audit so as to demonstrate compliance with permit requirements. \$1,500
(Lump Sum)
- D. Total Maximum Daily Load (TMDL) Prioritization Report and Monitoring Plan: BAI shall compile a list of all known TMDLs as adopted by FDEP and/or EPA of those water bodies into which the District discharges stormwater for the purpose of creating a Prioritization Report and Monitoring Plan for FDEP review and approval. This task shall include responding to any sufficiency comments issued by FDEP with respect to the Prioritization Report and Monitoring Plan. The TMDL Prioritization Report must be prepared and submitted to FDEP for approval no later than March 12, 2012. Once approved by FDEP, the TMDL Monitoring Plan must be prepared and submitted to FDEP for approval no later than September 12, 2012. Completed in
Year 1
- E. Annual Report Preparation: BAI shall prepare and submit the Year 5 Annual Report to Lee County. Lee County shall compile the Annual Reports for the various approved co-permittees and shall forward all information to FDEP. This task shall include responding to any sufficiency comments issued by FDEP with respect to the completed Annual Report. The Year 5 Annual Report must be prepared and submitted to FDEP for approval no later than March 11, 2017. \$2,500
(Lump Sum)
- F. *Please be advised the tasks outlined above do not represent a comprehensive summary of those responsibilities of the District which may be required for compliance with the approved NPDES MS4 permit. Any professional services which are not explicitly identified above are excluded from this agreement and may be provided by BAI at per diem rates or via separate agreement, including but not limited to the following:* As requested
- *Surveying services*
 - *Modifications to the inventory map as a result of "field truthing"*
 - *Coordination with homeowners associations within the District*
 - *Re-inspection of structural controls due to deficiencies noted during initial inspection*
 - *Reactive illicit discharge inspections*
 - *Water quality sampling*
 - *Public education or training*
 - *Construction site runoff inspections or monitoring*

Total Contract Amount **\$8,000**

Additional Considerations

1. Reserved
2. CONSULTANT shall provide monthly invoices for services rendered and for reimbursable expenses incurred. The invoices will be based upon an estimate of the portion of each task actually completed at the time of billing. OWNER shall make prompt payments in response to monthly statements within 30 days of the date of each invoice. A 1½% interest rate per month may be charged after 30 days (18% annual rate).
3. The fees and rates used as the basis of compensation will remain in effect for one (1) year from the date of this contract. If the OWNER, through no fault of CONSULTANT, delays the work so that engineering work is still being done one year from the date of this contract, subsequent billings may be subject to a 4% increase on all services remaining to be completed. All Out of Scope services and/or any services requested by the client shall be billed at hourly rates current at the time the service is provided.
4. OWNER agrees to carefully read all billing statements and promptly notify CONSULTANT, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the statement. If CONSULTANT is not notified by the OWNER in writing, it is presumed that OWNER agrees with the correctness, accuracy, and fairness of the billing statement.
5. CONSULTANT will use the degree of skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made in connection with this proposal or in the issuance of our oral or written reports.
6. The obligation to provide services under this contract may be terminated by either party upon seven days' written notice; OWNER shall pay all pending invoices at the time of termination, pursuant to this provision, in full within 14 calendar days of the date of formal notice of termination by either party hereto.
7. CONSULTANT has made no warranties or substantive representations to the Owner as to the successful conclusion of the permit application process, and all expressions made are matters of opinion only. CONSULTANT has made no representations to OWNER, and OWNER has not relied on any representations that are not contained in this agreement.
8. Nothing within this contract shall be construed to give any rights or benefits to anyone other than the OWNER and CONSULTANT.
9. The Standard of Care for all professional engineering and related services to be performed or furnished by the CONSULTANT under this Agreement shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar conditions at the same time and in the same geographic area.
10. The CONSULTANT and OWNER recognize that the construction project involves financial and/or other forms of risk. To the maximum extent permitted by law, it is expressly understood and agreed by the parties to this Agreement the amount of damages, of any kind and/or species whatsoever, whether direct, indirect, consequential and/or otherwise, for which the CONSULTANT or Consultant's Officers, Directors or employee(s) be liable, shall be limited to the greater of \$10,000 or the CONSULTANT'S fee. **FURTHER AS PART OF THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY AND PURSUANT TO FLORIDA STATUTE SECTION 558.0035 THE CLIENT AGREES AND WILL NOT HOLD INDIVIDUALLY LIABLE ANY DESIGN PROFESSIONAL EMPLOYEE OR DESIGN PROFESSIONAL AGENT OF CONSULTANT FOR ANY ECONOMIC DAMAGES, EXCEPT THOSE DAMAGES INVOLVING PERSONAL INJURIES OR THOSE TO PROPERTY NOT THE SUBJECT OF THIS AGREEMENT, THAT MAY RESULT FROM NEGLIGENCE**

OCCURRING WITHIN THE COURSE AND SCOPE OF THE PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT.

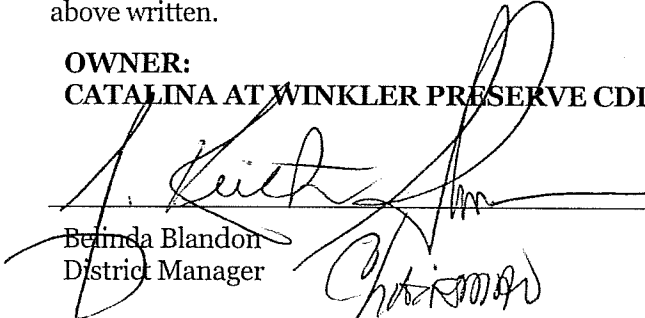
11. The OWNER may elect, without penalty, to delay or stop services on any task at any time. The CONSULTANT shall be due payment for services provided (work in process) up to the date of a written notice to stop or delay services, provided by the OWNER. In no event, and under no circumstances, shall the CONSULTANT be liable for and/or liable for any cost, expense, damages, or compensation of any kind occasioned by any form of delay to the Project, whether such delay be critical, non-critical, and/or whether caused in whole and/or in part by the Consultant. The OWNER shall not be entitled to recover from the CONSULTANT any direct, indirect, consequential, impact, or other costs, expenses, and/or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of any form of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or unforeseeable, or avoidable or unavoidable.
12. Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be appropriate; such legal services are expressly excluded from this Agreement. OWNER shall retain an attorney as needed for the purpose of providing the OWNER with legal counsel and participation as the Owner and/or counsel may deem appropriate. OWNER will serve as project coordinator and shall assure the cooperation of Consultants contracting directly with him.
13. OWNER shall pay all project related fees.
14. All reports, plans, specifications, field data, notes, and other documents, including electronic media, prepared by the CONSULTANT as instruments of service, shall remain the property of the CONSULTANT.
15. It is expressly understood by and between the parties hereto, CONSULTANT has no right to and shall not supervise, direct, or have control over Contractor's work; nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractors for safety precautions and programs incident to the work of Contractors, or for any failure of Contractors furnishing and performing their work. CONSULTANT shall neither guarantee the performance of any construction contracts by Contractors nor assume responsibility for Contractors failure to furnish and perform their work in accordance with the plans and specifications.
16. In the event of any disputes arising out of or are in any way related to the services referenced in this agreement, including account collections for services rendered, Barraco and Associates, Inc. shall be entitled to recover reasonable attorney fees, expert witness fees, and/or such other costs incurred, whether taxable and/or otherwise, whether such fees and/or costs are incurred in the course of litigation, arbitration, mediation or other alternative dispute mechanism.
17. In the event of any dispute as referenced herein, it is expressly understood such dispute shall be resolved by litigation in the circuit court of the 20th Judicial Circuit In and For Lee County, Florida, wherein venue shall be exclusive.
18. In the event of any dispute, the parties expressly agree to participate in mediation in the format generally recognized by the Supreme Court of The State of Florida, relative to which mediation the parties agree to exercise due diligence and good faith in the selection of a mediator and selection of a mutually agreeable time and place for the said mediation.
19. The parties to this Agreement expressly agree the terms and provisions contained herein represent the entirety of their agreement for the performance of services by the CONSULTANT and the payment therefore by the OWNER; any prior agreement and/or understanding not included herein shall be of no effect and null and void.
20. As regards so-called "information provided by others, the OWNER shall be solely responsible for providing, at the OWNER's expense, all information, requirements, reports, data, and/or instructions not otherwise expressly identified herein which are reasonably required for the performance of the services herein. The CONSULTANT shall be entitled to use such information, requirements, reports, data, and/or instructions in performing the services referenced herein and is entitled to reasonably rely upon the accuracy and completeness thereof.

21. The owner shall retain the services of a Professional Geotechnical Engineer registered in the State of Florida to observe all fill operation in all areas receiving structural fill for the purpose of certifying that areas receiving structural fill are adequate for the intended use.
22. New Construction: It is recognized that the OWNER faces certain obligation under the ADA that could affect the design of the Project. It is further recognized that the ADA is civil right legislation that is not part of or necessarily compatible with state, or local law codes and regulations governing construction. Consequently, the CONSULTANT will be unable to make recommendations or professional determinations that will ensure compliance with the ADA or ensure that the design will conform to the ADA standard of "reasonable accommodation." The CONSULTANT strongly advises that the OWNER obtain appropriate legal, financial or ADA specialist counsel with respect to compliance with the ADA. The CONSULTANT will endeavor to design for accessibility by persons with disabilities in conformance with applicable provisions and references in applicable state or local building codes. The CONSULTANT further agrees to include in the design such provisions for persons with disabilities as the OWNER may request in response to the ADA, provided such request are timely made, technically achievable and in conformance with all other pertinent codes and regulations. The OWNER will determine the full extent of its obligations under the ADA. The OWNER shall communicate design requests regarding compliance with the ADA to the CONSULTANT in writing and in a timely manner to allow for incorporation into the construction documents.

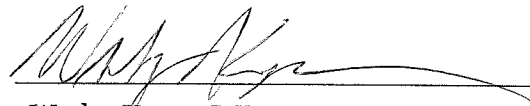
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
CATALINA AT WINKLER PRESERVE CDD

CONSULTANT:
BARRACO AND ASSOCIATES, INC.



Berinda Blandon
District Manager



Wesley Kayne, P.E.
Project Engineer

Tab 5

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT
District Office – 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912

MEMO

To: Board of Supervisors
From: District Management

Topic: Resignation of Prager & Company as District's Dissemination Agent and Proposal for Assumption of these Services

Board Members, your District is required to provide ongoing continuing disclosure of the activities of your District to its bondholders, regulatory agencies, and the public at large. Currently, there are one (1) series of bonds outstanding that require these services. As required under the Securities and Exchange Commission's Rule 15c2-12(b)(5), the District is required to disclose certain information to the public and the Dissemination Agent provides these services as an independent contractor for the District. This ongoing responsibility is also a requirement of the Continuing Disclosure Agreement between the District, the Developer and the Trustee which was originally entered into when the bonds were issued. The requirement remains in place for the term of the bonds; once the bonds are retired then the requirement ends.

Currently, Prager & Co., LLC ("Prager") serves as the Dissemination Agent for the District. Their fee(s) for these services is currently billed annually at \$1,000, and appears in the District's General Fund Budget each year as "Disclosure Report". The pricing for these services are based on the requirements for reporting of various information and events such as status of home construction, sales to end-users, estimated build-out date, the status of assessment collection, reporting of significant events such as bond principal and/or interest payment delinquencies, and various additional information.

Rizzetta & Company, as District Manager, has recently been notified by Prager that they will no longer provide Dissemination Agent Services; a copy of that notice is attached. Per their notice, they are recommending that the District Manager assume these responsibilities. Currently, Rizzetta & Company, Inc. ("Rizzetta") serves as Dissemination Agent for other Community Development Districts which have the same Continuing Reporting requirements.

To transition these duties and responsibilities from Prager to Rizzetta we request that the District review and approve the attached contract. The proposed fees are the same as currently charged by Prager and budgeted in the District's General Fund Budget. Upon approval, we will coordinate with Prager to provide a seamless transition which will not impact the District's requirement to remain in compliance with its responsibilities outlined in the Continuing Disclosure Agreement.

A copy Prager's termination notice is located behind this memo. In addition, you will find the proposed agreement with Rizzetta, and the Continuing Disclosure Agreements outlining the responsibilities of the Dissemination Agent.

Any questions regarding this assignment can be directed to Scott Brizendine, Manager of District Financial Services, at 813-933-5571 or sbrizendine@rizzetta.com

PRAGER & CO., LLC

INVESTMENT BANKERS

TERMINATION OF DISSEMINATION AGREEMENT

August 30, 2016

Catalina at Winkler Preserve Community Development District

c/o Bill Rizzetta
Rizzetta & Company, Inc.

Dear Mr. Rizzetta:

Pursuant to the Dissemination Agreement Section (3) Termination, PRAGER & CO., LLC hereby is providing notice to terminate the agreement as the District's Dissemination Agent effective September 30, 2016.

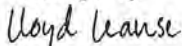
Based upon the District Manager's prior involvement in providing information and assistance in complying with the terms and conditions of the Continuing Disclosure Agreement, we feel that the District will be well served with the District Manager serving as the Dissemination Agent.

It has been a privilege to serve as your Dissemination Agent. Please let us know how we can assist with the transition. Thank you for all of your cooperation and support.

Very truly yours,

PRAGER & CO., LLC

DocuSigned by:



9FDF1292040F433...

Lloyd Leanse
Managing Director

DISSEMINATION AGREEMENT

OCTOBER 1, 2016

District Manager
Catalina at Winkler Preserve Community Development District
9530 Marketplace Road
Suite 206
Ft. Myers, Fl. 33912

Dear Sir or Madam:

Rizzetta & Company (“Rizzetta” or the “Dissemination Agent”) hereby enters into this Dissemination Agreement with the Catalina at Winkler Preserve Community Development District (the “District”) to act as the District’s Dissemination Agent. The duties of the Dissemination Agent are set forth in the Continuing Disclosure Agreement dated December 1, 2005 for the Special Assessment Bonds, Series 2005 (the “Continuing Disclosure Agreement”). The purpose of this Agreement is to facilitate the District’s compliance with the Securities and Exchange Commission’s Rule 15c2-12(b)(5) (the “Rule”) related to continuing disclosure. In performing its duties as Dissemination Agent, Rizzetta is acting as an independent contractor for the purpose of facilitating the District’s Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreement.

1. **Duties:** The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreement. Both the District and Rizzetta understand that the scope of services under this Agreement and the Continuing Disclosure Agreement(s) will change as and when the District is the only remaining Obligated Person (as defined in the Continuing Disclosure Agreement) and Rizzetta will promptly notify the District upon such occurrence.
2. **Fees:** Rizzetta will be responsible for all out-of-pocket expenses. The annual fee for Rizzetta’s service under this agreement is \$1,000 for the Series 2005 Bonds.
3. **Third Party Assistance:** Rizzetta reserves the right to engage a third party for the purpose of assisting Rizzetta in carrying out the services outlined in this Agreement.
4. **Termination:** Both the District and Rizzetta will have the right to terminate this Agreement upon sixty (60) days prior written notice.
5. **Representations of District:** The District represents and warrants that it will not withhold any information necessary for Rizzetta to carry out its duties under this Agreement and that it will supply all information requested by Rizzetta. The District further acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent’s duties are those of collection, collation, and dissemination, and not of authorship or creation. Consequently, the Dissemination Agent shall have no responsibility for the content of the information disseminated by it, except to the extent that such information was/is authored, created, or maintained by Rizzetta (to specifically exclude any information authored or produced by the Developer and/or any other third party) while under contract to provide District Management and/or District Financial Advisory/Consulting Services to

the District. Compliance with all securities law liabilities, including compliance with the Rule, will remain the obligation of the District and the Developer.

6. **Indemnification:** To the extent permitted by law, the District will indemnify Rizzetta for any action or actions brought by Owners, as defined in the Continuing Disclosure Agreement, as a result of the failure of the District to meet any requirement of this Agreement or the Continuing Disclosure Agreement, except for any action(s) arising from Rizzetta's negligence or willful misconduct. To the extent permitted by law, Rizzetta will indemnify the District for any action or actions brought by Owners as a result of Rizzetta's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.
7. **Waiver of Jury Trial:** EACH OF THE DISTRICT AND RIZZETTA KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.
8. **Agreement Governed by Florida Law:** The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

This Agreement shall be effective upon the District's acceptance hereof.

Very truly yours,
Rizzetta & Company, Inc.

By: William J. Rizzetta
President

Approved and Accepted:

Catalina at Winkler Preserve
Community Development District

By: _____

Title: _____

Date: _____

COMPLIANCE WITH PUBLIC RECORDS LAWS:

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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 Consultant 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 Consultant'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 Consultant, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of December 1, 2005 is executed and delivered by CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT (the "District"), D.R. HORTON, INC. (the "Developer"), EQUITY INVESTMENTS, LLC (the "Land Owner") and PRAGER, SEALY & CO., LLC, as dissemination agent ("Prager") in connection with the issuance of \$3,560,000 Special Assessment Bonds, Series 2005 (the "Bonds"). The Bonds are being issued pursuant to a Master Trust Indenture dated as of December 1, 2005, as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2005, each to be entered into between the District and Wachovia Bank, N.A., as trustee (the "Trustee") (collectively, the "Indenture"). The District, the Developer and the Dissemination Agent covenant and agree as follows:

1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District and the Developer to provide information required by the Indenture. The District represents that the information is consistent with the requirements of S.E.C. Rule 15c2-12(b)(5).

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the District, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall mean the non-ad valorem special assessments pledged to the Bonds.

"Business Day" means any day other than a Saturday, Sunday or a day on which the District is required, or authorized or not prohibited by law (including executive orders), to close and is closed.

"Disclosure Representative" shall mean the District Manager of the District or his or her designee, or such other officer or employee as the District shall designate in writing to the Trustee and the Dissemination Agent from time to time.

"Dissemination Agent" shall mean the District, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District and which has

filed with the District and Trustee a written acceptance of such designation. Prager, Sealy & Co., LLC has been designated as the initial Dissemination Agent hereunder.

“Fiscal Year” shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board.

“National Repository” shall mean any of the names and addresses of each National Repository and State Repository as of any date may currently be obtained by calling the SEC’s Fax on Demand Service from a fax machine phone line at (202) 942-8088 and requesting document numbers 0206 and 0207, respectively, or by visiting the SEC’s web site at “<http://www.sec.gov/info/municipal/nrmsir.htm>.”

“Obligated Person(s)” shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds, which person(s) shall include the District, and the Developer for so long as the Developer is the owner of (or is responsible for developing as the case may be) at least twenty percent (20%) of the lands which have been determined by the District to be lands benefited by the project financed with proceeds of the Bonds or are responsible for payment of at least twenty percent (20%) of the Assessments.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. Provision of Annual Reports.

(a) Subject to the following sentence, the District shall provide the Annual Report to the Dissemination Agent and the Trustee no later than 180 days after the close of the District’s Fiscal Year, commencing with the Fiscal Year ended September 30, 2006. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual

Report, and may be submitted up to, but no later than, 365 days after the close of the District's Fiscal Year. The District shall, or shall cause the Dissemination Agent to, provide to each Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty days after same becomes available. If the District's Fiscal Year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If by the 180th day after the close of the District's Fiscal Year the Dissemination Agent has not received a copy of the Annual Report (other than the audited financial statements of the District), the Dissemination Agent shall notify the District in writing that the District has not complied with its obligations under subsection (a) above. If by the 365th day after the close of the District's Fiscal Year the Dissemination Agent has not received a copy of the audited financial statements of the District, the Dissemination Agent shall notify the District in writing that the District has not complied with its obligations under subsection (a) above.

(c) If the Dissemination Agent is unable to verify in writing from the District that the District has filed an Annual Report with the Repositories by the date required in subsection (a) above, the Dissemination Agent shall send a notice to each Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a report with the District and the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all the Repositories to which it was provided.

4. (a) Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(i) The amount of Assessments levied for the most recent Fiscal Year.

(ii) The amount of Assessments collected from the property owners during the most recent Fiscal Year.

(iii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners.

(iv) If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(v) All fund balances in all Funds and Accounts for the Bonds. The District shall provide any Bondholder with this information more frequently than annually within thirty (30) days of the written request of the Bondholder.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid in the current Fiscal Year.

(viii) The most recent audited financial statements of the District (provided, however, if the District has not prepared audited financial statements for its Fiscal Year ending September 30, 2006, the first Annual Report submitted by the District in accordance herewith may include unaudited financial statements for such Fiscal Year).

To the extent any of the items set forth in subsections (i) through (vii) above are included in the audited financial statements referred to in subsection (viii) above, they do not have to be separately set forth. Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each such other document so incorporated by reference.

(b) The parties to this Disclosure Agreement agree to assist the District and the Dissemination Agent in preparing and providing the information necessary to prepare the Annual Report and the quarterly reports. The Developer or its successors or assigns agrees to provide the information necessary to prepare the Annual Report and quarterly reports so long as each is an Obligated Person. If a Developer transfers an interest in its respective component of the Development (as defined in the Limited Offering Memorandum) to an entity which will in turn own at least twenty percent (20%) or more of the Developer's respective component of the Development as determined at the time of delivery of the Bonds, such Developer agrees to assign and retain, if applicable, its obligations set forth herein to its successor in interest.

(c) The financial statements provided by the District shall be audited.

(d) The Developer, so long as it is an owner, optionee or developer, or collectively, they are an owner, optionee or developer, of at least twenty percent (20%) of the property subject to the Assessments, shall also prepare reports no later than thirty (30) days after the end of each calendar quarter commencing March 31, 2006 and provide these reports to the Dissemination Agent and to any Bondholders that request them, provided, however, that so long as the Developer is a reporting company, such thirty (30) days shall be extended to the date of filing of the Developer's 10K or 10Q, if later, as the case may be. At such time as the Developer is no longer an Obligated Person, the Developer will no longer be obligated to prepare the quarterly reports as it relates to such component of the Development.

These quarterly reports may address the following, as applicable:

- (i) The percentage of infrastructure improvements that have been completed with the proceeds of the Bonds.
- (ii) The number of homes planned on property which is being assessed to repay the Bonds.
- (iii) The number and type of property (lots, parcels, raw land, etc.) sold to builders and/or retail buyers.
- (iv) The number of homes constructed.
- (v) The number of homes occupied.
- (vi) The number of units, type of units and square footage of commercial property or other non-residential uses planned on property which is being assessed to repay the Bonds.
- (vii) The number and type of property (parcels, raw land, etc.) sold for non-residential development, if any.
- (viii) The square footage of non-residential property constructed, if any.
- (ix) The estimated date of complete build-out of residential units.
- (x) Whether the Developer has made any bulk sale of the land, subject to the Assessments, within the District other than in the ordinary course of business.
- (xi) The anchor (more than ten percent (10%) of the square footage) tenants of non-residential property, if any.
- (xii) The status of development approvals for the Development.
- (xiii) Materially adverse changes or determinations to permits/approvals for the Development which necessitate changes to the Developer's land-use plans.
- (xiv) Updated plan of finance (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.

5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events:

1. Delinquency in payment when due of any principal or interest on the Bonds.
2. Amendment to the Indenture or this Disclosure Agreement modifying the rights of the owners of the Bonds.
3. Giving a notice of optional or unscheduled redemption of any Bonds.
4. Defeasance of the Bonds or any portion thereof.
5. Any change in any rating of the Bonds.*
6. (A) Receipt of an opinion of nationally recognized bond counsel to the effect that interest on the Bonds is not tax-exempt; or
(B) Any event adversely affecting the tax-exempt status of the Bonds, including, but not limited to:
 - (i) Any audit, investigation or other challenge of the tax-exempt status of the Bonds by the Internal Revenue Service or in any administrative or judicial proceeding; or
 - (ii) The issuance of any regulation, decision or other official pronouncement by the Internal Revenue Service or other official tax authority or by any court adversely affecting the tax-exempt status of the Bonds or bonds of the same type as the Bonds or financing structures of the same type as financed by the Bonds.
7. Any unscheduled draw on the Debt Service Reserve Fund reflecting financial difficulties.
8. Any unscheduled draw on credit enhancements reflecting financial difficulties.**
9. The release, substitution or sale of property securing repayment of the Bonds (including property leased, mortgaged or pledged as such security). The sale of

* Note: The Bonds are not rated

** Note: There are currently no credit or liquidity providers for the Bonds

real property in the District in the ordinary course of the Developer's business shall not be a material event for purposes of the foregoing.

10. The substitution of credit or liquidity providers or their failure to perform.**

11. Occurrence of any Event of Default under the Indenture (other than as described in clause (1) above).

(b) The District shall, within five (5) business days of obtaining actual knowledge of the occurrence of any of the Listed Events, except events listed in clauses (a)(1), (3) or (4), notify the Dissemination Agent in writing of such event and whether or not to report the event pursuant to subsection (e).

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall file a notice of the occurrence of a Listed Event, with (i) the Repositories, or (ii) the State Repository, if any, if material.

(d) If the District sends notice pursuant to subsection (c) or otherwise, the District shall promptly notify the Dissemination Agent. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (e).

(e) If the Dissemination Agent has been instructed by the District to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB. Notwithstanding the foregoing:

(i) notice of the occurrence of a Listed Event, described in subsections (a)(1), (3) and (4) shall be given by the Dissemination Agent unless the District gives the Dissemination Agent affirmative instructions not to disclose such occurrence; and

(ii) notice of Listed Events described in subsections (a)(3) and (4) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Indenture.

6. Termination of Disclosure Agreement. This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the District shall be the Dissemination Agent. The initial Dissemination Agent shall be Prager. The acceptance of such

** Note: There are currently no credit or liquidity providers for the Bonds

designation is evidenced in the Dissemination Agreement of even date herewith, executed by the District and Prager.

8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the District, the Developer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the District, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 8, no amendment to the provisions of Section 4(d) hereof may be made without the consent of the Developer as long as the Developer is an Obligated Person.

In the event of any amendment or waiver of a provision of this Agreement, the District and Dissemination Agent shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

10. Default. In the event of a failure of the District, the Disclosure Representative, the Developer, or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a bond may take such actions as may be necessary and appropriate, including seeking mandate or specify performance by court order, to cause the District, the Disclosure Representative, the Developer, or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by the

Developer shall not be deemed a default by the District hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the District, the Disclosure Representative, the Developer, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Developer, the Dissemination Agent, the Participating Underwriters and Holders of the Bonds, and shall create no rights in any other person or entity.

13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. Tax Roll. The District, through its District Manager, if applicable, agrees to provide the Dissemination Agent with a certified copy of the tax roll provided to the County Tax Collector within 30 days of its delivery to the County Tax Collector.


15. Governing Law. This Agreement shall be governed by the laws of the State of Florida and Federal law and venue shall be in Lee County, Florida.

SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(Catalina at Winkler Preserve Community Development District)

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date and year set forth above.

[SEAL]

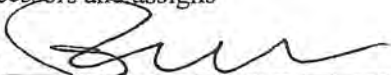
CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT

By: 
Chairman, Board of Supervisors


Consented to and Agreed to by:

DISTRICT MANAGER


RIZZETTA & COMPANY, INC., and its
successors and assigns

By: 
Name: Pete Williams
Title: Director

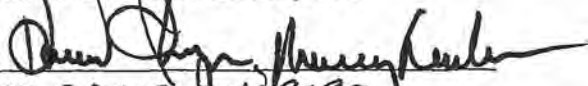
D.R. HORTON, INC.

By: 
Name: Paul Romanowski
Title: Vice President

PRAGER, SEALY & CO., LLC

By: 
Name: JUSTIN ROWAN
Title: Associate

EQUITY INVESTMENTS, LLC

By: 
Name: DAVID SHAPIRO
Title: MANAGING MEMBER

SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(Catalina at Winkler Preserve Community Development District)

Joined by Wachovia Bank, N.A., as Trustee for purposes of Section 10 only.

TRUSTEE:

WACHOVIA BANK, N.A.

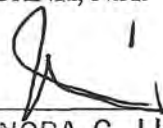
By: 
Name: EDNORA G. LINARES
Title: VICE PRESIDENT

EXHIBIT A

**NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT**

Name of District: Catalina at Winkler Preserve Community Development District
Name of Bond Issue: \$3,560,000 Special Assessment Bonds, Series 2005
Date of Issuance: December __, 2005

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement dated as of December __, 2005, among the District, the District Manager, the Developer, the Dissemination Agent and the Trustee named therein. The District has advised the undersigned that it anticipates that the Annual Report will be filed by _____, 20__.

Dated: _____

PRAGER, SEALY & CO., LLC,
Dissemination Agent

xc: District

#1776066v4

DISSEMINATION AGREEMENT

December 15, 2005

District Manager
Catalina at Winkler Preserve Community Development District
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Dear Sir or Madam:

PRAGER, SEALY, & CO., LLC ("Prager" or the "Dissemination Agent") hereby agrees with the Catalina at Winkler Preserve Community Development District (the "District") to act as the District's Dissemination Agent. The duties of the Dissemination Agent are set forth in this Dissemination Agreement (the "Agreement") and in that certain Continuing Disclosure Agreement dated December 15, 2005 (the "Continuing Disclosure Agreement"). The purpose of this Agreement is to facilitate the District's compliance with the Securities and Exchange Commission's (the "SEC's") Rule 15c2-12(b)(5) (the "Rule") related to continuing disclosure. Prager is acting as an independent contractor for purposes of facilitating the District's Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreement.

1. **Duties:** The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreement.
2. **Fees:** Prager will be responsible for all out-of-pocket expenses. The annual fee for Prager's services under this Agreement is \$5,000 for the Series 2005 Bonds, plus \$1,000 for each additional bond issue of the District, subject to these disclosure requirements.
3. **Assignment:** Prager reserves the right to engage a third party for the purpose of carrying out the services outlined in this Agreement.
4. **Termination:** Both the District and Prager will have the right to terminate this Agreement upon 30 days prior written notice.

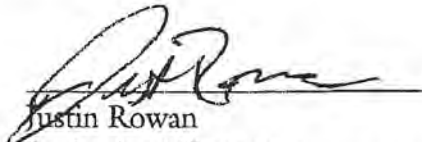
PRAGER, SEALY & CO., LLC
INVESTMENT BANKERS

5. **Representation of the District:** The District represents and warrants that it will not withhold any information necessary for Prager to carry out its duties under this Agreement and that it will supply all information requested by Prager.
6. **Indemnification:** To the extent permitted by law, the District will indemnify PS&Co., LLC for any action or actions brought by Owners as a result of the failure (including omission and misrepresentation) of the District to meet its requirements under this Agreement and the Continuing Disclosure Agreement as determined by a court of competent jurisdiction. To the extent permitted by law, PS&Co., LLC will indemnify the District for any action or actions brought by Owners as a result of PS&Co., LLC's gross negligence or willful misconduct as determined by a court of competent jurisdiction.
7. **Responsibility for Information:** The District acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent's duties are those of collection and collation and not of authorship or production, consequently the Dissemination Agent shall have no responsibility for the content of the information disseminated by it and any and all securities law liabilities, including compliance with the Rule, will remain with the District and the Developer.
8. **Waiver of Jury Trial:** EACH OF THE DISTRICT AND PRAGER KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.
9. **Agreement Governed by Florida Law:** The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

PRAGER, SEALY & CO., LLC
INVESTMENT BANKERS


This Agreement shall be effective upon the District's acceptance hereof.

Very truly yours,


Justin Rowan
Authorized Signatory
PRAGER, SEALY & CO., LLC

Approved and Accepted:

Catalina at Winkler Preserve Community Development
District

By: 
Title: Chairman
Date: 12/15/05

Tab 6

RESOLUTION 2017-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES

WHEREAS, the Board of Supervisors (the “Board”) of Catalina at Winkler Preserve Community Development District (the “District”) is required to adopt an investment policy in accordance with Section 218.415, Florida Statutes, as amended; and

WHEREAS, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current expenses, in accordance with Section 218.415, Florida Statutes, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

1. The Catalina at Winkler Preserve Community Development District hereby adopts the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current expenses, in accordance with Section 218.415, Florida Statutes, as amended.

PASSED AND ADOPTED THIS 8TH DAY OF NOVEMBER, 2016.

ATTEST:

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 7

RESOLUTION 2017-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE TREASURER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Joseph Kennedy as Treasurer pursuant to Resolution 2016-06; and

WHEREAS, the Board now desires to re-designate the Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. William Rizzetta is appointed Treasurer.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 8TH DAY OF NOVEMBER, 2016.

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

Tab 8

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: Board of Supervisors
Catalina at Winkler Preserve Community Development District

From: Mike Eckert

Date: September 9, 2016

Re: Prompt Payment Policies and Procedures

The purpose of this memorandum is to outline the Catalina at Winkler Preserve Community Development District's ("District") responsibilities under the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("Act"). The Act requires districts to establish procedures for marking payment requests or invoices as "received" and to establish dispute resolution procedures in the event a dispute occurs between a district and a contractor.

The accompanying proposed resolution and policy ("Prompt Payment Policies and Procedures") sets forth specific policies and procedures to ensure timely payment to vendors or contractors providing goods or services to the District and to provide guidance in contracting matters. The Prompt Payment Policies and Procedures will provide more protection for the District by establishing a process to deny and resolve instances of improper invoices such as an invoice for goods or services that fail to meet the contract requirements. As required by the Act, the Prompt Payment Policies and Procedures delineate the procedure for accepting and calculating the date of payment for construction services and non-construction goods and services.

If you have questions regarding the Prompt Payment Act, or the attached proposed Resolution and Prompt Payment Policies and Procedures, please do not hesitate to contact me.

RESOLUTION 2017-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Catalina at Winkler Preserve Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Lee 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 (the "Board") accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 8TH DAY OF NOVEMBER, 2016.

ATTEST:

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures **In Accordance With the Local Government Prompt Payment Act** **Chapter 218, Part VII, Florida Statutes**

_____, 2016

Catalina at Winkler Preserve Community Development District
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 Catalina at Winkler Preserve Community Development District (“District”) 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 80-8013450240C-4. 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 (239) 936-0913, email BBlandon@rizzetta.com, Fax (239) 936-1815).

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 Contractor.

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**
Catalina at Winkler Preserve CDD
c/o Accounts Payable
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
2. **Email Address**
BBlandon@rizzetta.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:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. 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 Contractor 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 Contractor shall identify the Agent to which the Contractor 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. Contractor'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:

1. Be provided in writing;
2. Specify any and all known deficiencies; and

3. State actions necessary to correct the Improper Invoice.

c. If a Contractor 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 Contractor

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, 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. 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.

4. 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).
5. 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.
6. 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. (§ 218.74 (4), 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, or the rate specified by agreement, whichever is greater. The Contractor 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. (§ 218.735 (8)(i), 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.).