



Rizzetta & Company

# **Catalina at Winkler Preserve Community Development District**

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## **Board of Supervisors' Meeting August 10, 2021**

**District Office:  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912  
(239) 936-0913**

[www.catalinacdd.org](http://www.catalinacdd.org)

## **CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912

<b>Board of Supervisors</b>	Keith Sherman John Kirkbride Butch Johnston Dick Bonito Mark Tucker	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Lauren Gentry	Hopping Green & Sams, P.A.
<b>District Engineer</b>	Carl Barraco	Barraco and Associates, Inc.

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that 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 · Ft. Myers, Florida · (239) 936-0913

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.catalinacdd.org](http://www.catalinacdd.org)

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August 2, 2021

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, August 10, 2021 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 agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Audit Committee Meeting held on May 11, 2021 ..... Tab 1
  - B. Consideration of the Minutes of the Board of Supervisors' Meeting held on May 11, 2021 ..... Tab 2
  - C. Consideration of the Operation and Maintenance Expenditures for the Months of April, May, and June 2021 ..... Tab 3
- 4. BUSINESS ITEMS**
  - A. Ratification of Engagement of KE Law Group ..... Tab 4
  - B. Consideration of KE Law Group Fee Agreement ..... Tab 5
  - C. Consideration of Third Addendum to Contract for Professional District Services..... Tab 6
  - D. Consideration of Earth Balance Contract Renewal ..... Tab 7
  - E. Consideration of Audit Committee Recommendation
  - F. Public Hearing Regarding the Final Budget for Fiscal Year Year 2021/2022
    1. Presentation of the Proposed Final Budget for Fiscal Year 2021/2022 ..... Tab 8
    2. Consideration of Resolution 2021-00, Adopting a Final Budget for Fiscal Year 2021/2022..... Tab 9
    3. Consideration of Resolution 2021-00, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022 ..... Tab 10
  - G. Consideration of Resolution 2021-00, Adopting a Meeting Schedule for Fiscal Year 2021/2022..... Tab 11

**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: Lauren Gentry, Hopping Green & Sams, PA

# Tab 1



On a Motion by Mr. Kirkbride, seconded by Mr. Sherman, with all in favor, the Audit Committee recommended that the Audit Proposal Instructions provide for a five (5) year contract term, with proposals to be due by Monday, July 26, 2021 at 2:00 pm, for the evaluation criteria to include price, and the second audit committee meeting to be scheduled for August 10, 2021 at 2:30 pm; and authorized District Management to publish the necessary advertisements requesting proposals, for the Audit Committee of the Catalina at Winkler Preserve Community Development District.

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**THIRD ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Johnston, seconded by Mr. Bonito, with all in favor, the Audit Committee adjourned the Audit Committee meeting at 2:46 p.m., for the Audit Committee of the Catalina at Winkler Preserve Community Development District.

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DRAFT

# Tab 2

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 11, 2021 at 2:47 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	<b>Board Supervisor, Chairman</b>
John Kirkbride	<b>Board Supervisor, Vice Chairman</b>
Dick Bonito	<b>Board Supervisor, Assistant Secretary</b>
Butch Johnston	<b>Board Supervisor, Assistant Secretary (via speaker phone)</b>
Mark Tucker	<b>Board Supervisor, Assistant Secretary (via speaker phone)</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Lauren Gentry	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
Wes Kayne	<b>District Engineer, Barraco &amp; Associates, Inc.</b>
Neil Mathes	<b>Barraco &amp; Associates, Inc.</b>

**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 February 9, 2021**

Ms. Blandon presented the minutes of the Board of Supervisors' Meeting held on February 9, 2021 and asked if there were any questions, comments, or changes to the minutes as presented. There were none.

On a Motion by Mr. Sherman, seconded by Mr. Tucker, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on February 9, 2021, for the Catalina at Winkler Preserve Community Development District.

48 **FOURTH ORDER OF BUSINESS**

**Consideration of the Operations and  
Maintenance Expenditures for the  
Months of January, February and  
March 2021**

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53 Ms. Bandon presented the operations and maintenance expenditures for the  
54 period of January 1-31, 2021 which totaled \$8,735.24, the period of February 1-28,  
55 2021 which totaled \$8,728.87, and the period of March 1-31, 2021 which totaled  
56 \$9,201.03. She responded to questions from the Board.  
57

58 On a Motion by Mr. Kirkbride, seconded by Mr. Bonito, with all in favor, the Board  
59 Approved the Operations and Maintenance Expenditures for the Month of January 2021  
60 which totaled \$8,735.24, the Month of February 2021 which totaled \$8,728.87, and the  
61 Month of March 2021 which totaled \$9,201.03, for the Catalina at Winkler Preserve  
62 Community Development District.

63  
64 **FIFTH ORDER OF BUSINESS**

**Consideration of Audit Committee  
Recommendation**

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67 Ms. Bandon advised that the Audit Committee recommended that audit proposal  
68 instructions provide for a five (5) year contract term, with proposals to be due by  
69 Monday, July 26, 2021 at 2:00 p.m., for the evaluation criteria to include price, and the  
70 second audit committee meeting to be scheduled for Thursday, August 10, 2021 at 2:30  
71 p.m.; and authorized District Management to publish the necessary advertisements  
72 requesting proposals.  
73

On a Motion by Mr. Sherman, seconded by Mr. Bonito, with all in favor, the Board  
Accepted the Recommendation of the Audit Committee, for the Catalina at Winkler  
Preserve Community Development District.

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75 **SIXTH ORDER OF BUSINESS**

**Review and Acceptance of 2020 Audit  
as Prepared by Grau & Associates**

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77  
78 Ms. Bandon provided an overview of the Audit for Fiscal Year end September  
79 30, 2020 as prepared by Grau & Associates and asked if there were any questions.  
80 There were none.  
81

82 On a Motion by Mr. Kirkbride, seconded by Mr. Sherman, with all in favor, the Board  
83 Accepted the Audit for Fiscal Year End September 30, 2020, as Prepared by Grau &  
84 Associates, for the Catalina at Winkler Preserve Community Development District.

85  
86 **SEVENTH ORDER OF BUSINESS**

**Review of Fiscal Year 2021/2022  
Proposed Budget**

87  
88  
89 Ms. Gentry reviewed the budget process for the Board.

90  
91 Ms. Bandon provided a detailed overview of the proposed budget advising that  
92 there is no increase being proposed. Discussion ensued.  
93

94 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-02,  
Approving a Proposed Budget for  
Fiscal Year 2021/2022 and Setting a  
Public Hearing Thereon**

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99 Ms. Bandon provided an overview of the resolution and advised that the final  
100 budget hearing will be scheduled for August 10, 2021 at 2:30 p.m. She asked if there  
101 were any questions. There were none.  
102

On a Motion by Mr. Johnston, seconded by Mr. Sherman, with all in favor, the Board Adopted Resolution 2021-02, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon for Tuesday, August 10, 2021 at 2:30 p.m. to be held 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.

103  
104 **NINTH ORDER OF BUSINESS**

**Presentation of Registered Voter  
Count**

105  
106  
107 Ms. Bandon advised that per Florida Statute the District is required, prior to June  
108 1<sup>st</sup> of each year, to announce the number of registered voters residing within the District  
109 as of April 15 of that year. She stated that as of April 15, 2021, there are 547 persons  
110 registered to vote residing within the Catalina at Winkler Preserve Community  
111 Development District, as provided by the Lee County Supervisor of Elections.  
112

113 **TENTH ORDER OF BUSINESS**

**Staff Reports**

114  
115 A. District Counsel

116 Ms. Gentry advised that her firm is monitoring the current legislative session  
117 with anticipation of new bills being sent to the Governor for signature. She  
118 further advised that at the August meeting she will have complete list of bills  
119 signed by the Governor.  
120

121 B. District Engineer

122 Mr. Kayne advised that the NPDES inspections have been completed and  
123 there were no significant issues noted; he further advised that the annual  
124 report is due at the end of October.  
125

126 C. District Manager

127 Ms. Bandon announced that the next regular meeting of the Board of  
128 Supervisors is scheduled for Tuesday, August 10, 2021 at 2:30 pm. She  
129 further advised that the plantings are scheduled for the third week of May  
130 and so EarthBalance will be on site that week.

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**ELEVENTH ORDER OF BUSINESS**                      **Supervisor Requests and Comments**

Ms. Blandon opened the floor to Supervisor requests and comments.

Mr. Sherman inquired as to grasses along the perimeter berm that is dying. Ms. Blandon advised that she will investigate the issue and get back with Mr. Sherman. Mr. Sherman asked that Solitude review lake #1 as it seem murky. Mr. Johnston advised that a homeowner in the area recently had pool construction that may have contributed to the issue.

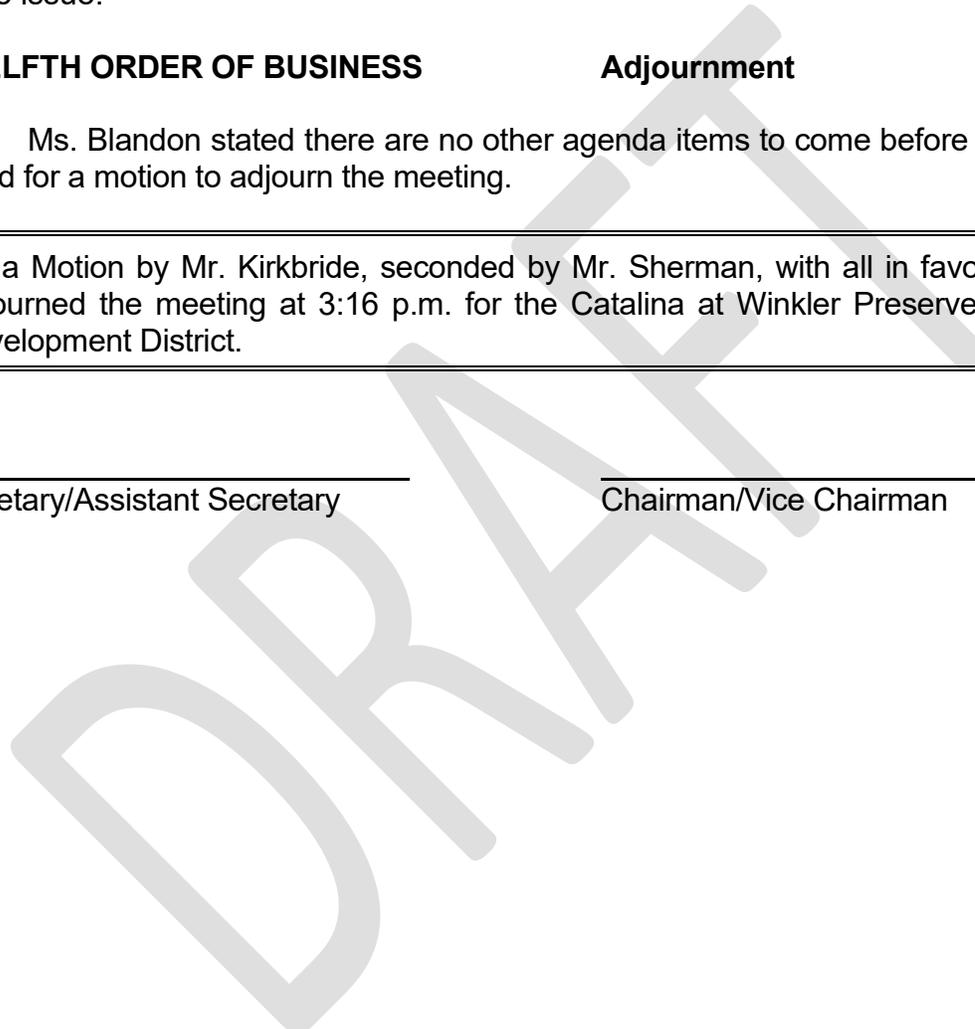
**TWELFTH ORDER OF BUSINESS**                      **Adjournment**

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. Kirkbride, seconded by Mr. Sherman, with all in favor, the Board adjourned the meeting at 3:16 p.m. for the Catalina at Winkler Preserve Community Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman



# Tab 3

# CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

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District Office · Ft. Myers, Florida · (239) 936-0913  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.catalinacdd.org](http://www.catalinacdd.org)

## **Operation and Maintenance Expenditures April 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:           **\$9,087.55**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Catalina at Winkler Preserve Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barraco and Associates, Inc.	001403	22078	Engineering Services 03/21	\$ 4,237.50
Catalina at Winkler Homeowner's Association, Inc.	001404	April 2021	Reimb HOA for Electric Service Aerator System 04/21	\$ 140.00
Florida Power and Light Company	001407	09846-68343 03/21	17043 Tremont St # Aerator 03/21	\$ 99.79
Florida Power and Light Company	001407	11246-08348 03/21	17213 Wrigley Cir # Aerator 03/21	\$ 68.98
Hopping Green & Sams	001408	121633	Legal Services 03/21	\$ 76.50
Rizzetta & Company, Inc.	001405	INV0000057588	District Management Fees 04/21	\$ 3,854.78
Rizzetta Technology Services, LLC	001406	INV0000007382	Website & Email Hosting Services 04/21	\$ 175.00
Solitude Lake Management, LLC	001409	PI-A00580182	Lake & Pond Monthly 04/21	<u>\$ 435.00</u>
<b>Report Total</b>				<b><u>\$ 9,087.55</u></b>

# CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

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## **Operation and Maintenance Expenditures May 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2021 through May 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:           **\$9,259.63**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Catalina at Winkler Preserve Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barraco and Associates, Inc.	001415	22224	Engineering Services 04/21	\$ 550.00
Catalina at Winkler Homeowner's Association, Inc.	001411	May 2021	Reimb HOA for Electric Service Aerator System 05/21	\$ 140.00
EarthBalance Corporation	001421	43947	Quarterly Maintenance 04/21	\$ 2,495.00
Florida Power and Light Company	001414	09846-68343 04/21	17043 Tremont St #Aerator 04/21	\$ 91.21
Florida Power and Light Company	001414	11246-08348 04/21	17213 Wrigley Cir #Aerator 04/21	\$ 64.14
Floyd Johnston	001417	BJ051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
John E. Kirkbride	001418	JK051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
Keith Sherman	001419	KS051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
Mark P Tucker	001420	MT051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
Richard Bonito	001416	RB051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
Rizzetta & Company, Inc.	001412	INV0000058154	District Management Fees 05/21	\$ 3,854.78
Rizzetta Technology Services, LLC	001413	INV0000007477	Website & Email Hosting Services 05/21	\$ 175.00
Solitude Lake Management, LLC	001422	PI-A00595506	Lake & Pond Monthly- Fountain Maint 05/21	\$ 129.00

# Catalina at Winkler Preserve Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management, LLC	001422	PI-A00595507	Aerator Maintenance 05/01/21-07/31/21	\$ 264.00
Solitude Lake Management, LLC	001422	PI-A00598113	Lake & Pond Management Services 05/21	\$ 435.00
The Breeze Corporation	001410	120228 04/28/21	120228 Legal Advertising 04/21	<u>\$ 61.50</u>
<b>Report Total</b>				<b><u>\$ 9,259.63</u></b>

# CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

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District Office · Ft. Myers, Florida · (239) 936-0913  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.catalinacdd.org](http://www.catalinacdd.org)

## **Operation and Maintenance Expenditures June 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2021 through June 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:           **\$9,309.67**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Catalina at Winkler Preserve Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<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.	001424	June 2021	Reimb HOA for Electric Service Aerator System 06/21	\$ 140.00
EarthBalance Corporation	001427	44052	Plant Installation 05/21	\$ 2,850.00
FastSigns	001431	348-70090	Aluminum Signs 05/21	\$ 105.28
Florida Power and Light Company	001428	09846-68343 05/21	17043 Tremont St #Aerator 05/21	\$ 93.14
Florida Power and Light Company	001428	11246-08348 05/21	17213 Wrigley Cir #Aerator 05/21	\$ 66.02
Hopping Green & Sams	001425	122357	Legal Services 04/21	\$ 184.00
Hopping Green & Sams	001432	123142	Legal Services 05/21	\$ 1,345.95
Rizzetta & Company, Inc.	001426	INV0000058925	District Management Fees 06/21	\$ 3,854.78
Rizzetta Technology Services, LLC	001429	INV0000007637	Website & Email Hosting Services 06/21	\$ 175.00
Solitude Lake Management, LLC	001433	PI-A00616042	Lake & Pond Management Services 06/21	\$ 435.00
The Breeze Corporation	001430	120684 06/16/21	L00993 Legal Advertising 06/21	\$ <u>60.50</u>
<b>Report Total</b>				<b>\$ <u>9,309.67</u></b>

# Tab 4

# Hopping Green & Sams

Attorneys and Counselors

July 21, 2021

Catalina CDD  
Belinda Blandon, District Manager  
Keith Sherman, Chairperson  
9530 Marketplace Rd., Suite 206  
Ft. Myers, FL 33912  
[bblandon@rizzetta.com](mailto:bblandon@rizzetta.com)  
[Seat1@catalinacdd.org](mailto:Seat1@catalinacdd.org)

RE: Catalina CDD

VIA EMAIL

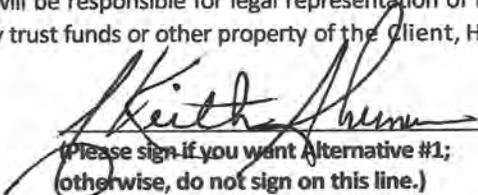
**RE: JOINT LETTER BY HOPPING GREEN & SAMS AND KE LAW GROUP, PLLC, ANNOUNCING THE DEPARTURE OF ROY VAN WYK, JERE EARLYWINE, JENNIFER KILINSKI, SARAH WARREN AND LAUREN GENTRY TO KE LAW GROUP, PLLC**

Dear Belinda and Keith,

As of July 19, 2021, Roy Van Wyk, Jere Earlywine, Sarah Warren, Lauren Gentry, and Jennifer Kilinski ("Attorneys") will be withdrawing as Attorneys from Hopping Green & Sams, P.A. ("HGS") and will be working for KE Law Group, PLLC ("KE Law"). Attorneys have provided services in connection with this Firm's representation of the Client on the above referenced matter(s) (the "Client Matters"). While Attorneys through their new firm, KE Law, and HGS, are each prepared to continue as the Clients' legal counsel with respect to the Client Matters, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and files should be transferred to KE Law, or remain with HGS.

Please select one of the following alternatives:

**1. ALTERNATIVE #1.** The Client asks that the Client Matters be transferred to Attorneys and their new firm, KE Law. Please transfer to Attorneys and their new firm all original files and electronic files relating to the Client Matters. The Client understands that HGS will have the right to keep a copy of those files. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, Attorneys and their new firm, KE Law, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds or property KE Law.

 7/27/21  
(Please sign if you want Alternative #1; [DATE]  
otherwise, do not sign on this line.)

**2. ALTERNATIVE #2.** The Client does not want any files or pending matters transferred to Attorneys or their new firm. HGS should continue to serve as the Clients' legal counsel for all pending matters until the attorney-client relationship is changed sometime after the date of this document. All Client Matters and files should remain in the custody of HGS until further notice.

\_\_\_\_\_  
(Please sign if you want Alternative #2; [DATE]  
otherwise, do not sign this line.)

# Tab 5



P.O. Box 6386, Tallahassee, Florida 32314

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**KE LAW GROUP, PLLC  
FEE AGREEMENT  
CATALINA AT WINKLER PRESERVE CDD**

**I. PARTIES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the following parties:

A. Catalina at Winkler Preserve Community Development District (“Client”)  
c/o District Manager  
9530 Marketplace Rd., Suite 206  
Ft. Myers, FL 33912

and

B. KE Law Group, PLLC (“KE Law”)  
P.O. Box 6386  
Tallahassee, Florida 32314

**II. SCOPE OF SERVICES**

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KE Law as its general legal counsel.
- B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client regarding those matters referenced above.

**III. FEES**

The Client agrees to compensate KE Law for services rendered regarding any matters covered by this Agreement according to the hourly billing rates for individual KE Law lawyers set forth herein, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (**Attachment A**, incorporated herein by reference). For Calendar Year 2021, the discounted hourly rates will be \$270-325 per hour for partners, \$215-285 per hour for associates, \$225 per hour for part-time contract attorneys, and \$165 per hour for paralegals. Hourly rates may be increased annually by up to \$5 per hour. Any hourly rate exceeding \$5 per hour shall require Client consent.

#### **IV. CLIENT FILES**

The files and work product materials ("Client File") of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the Client File will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the Client File, unless KE Law is provided a written request from the Client requesting return of the Client File, to which KE Law will return the Client File at Client's expense.

#### **V. DEFAULT**

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

#### **VI. CONFLICTS**

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

#### **VII. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

#### **VIII. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by KE Law and the Client. The contract formed between KE Law and the Client shall be the operational contract between the parties.

**IX. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and agreed to by:

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**KE LAW GROUP, PLLC**

*Jennifer Kilinski*

By: Keith Sherman

By: Jennifer Kilinski

Its: Chair

Its: Authorized Member

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

Date: July 26, 2021

## ATTACHMENT A

### KE LAW GROUP, PLLC EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS mileage reimbursement rates.

Other Expenses. Other outside expenses, such as court reporters, agency copies, large print projects, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

# Tab 6

**THIRD ADDENDUM TO THE CONTRACT FOR  
PROFESSIONAL DISTRICT SERVICES**

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This Third Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2021 (the “**Effective Date**”), by and between **Catalina at Winkler Preserve Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Lee County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

**RECITALS**

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

*(Remainder of this page is left blank intentionally)*

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Signature

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

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

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

**Exhibit B – Schedule of Fees**

## EXHIBIT B

### Schedule of Fees

<b>STANDARD ON-GOING SERVICES:</b>		
Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:		
	Monthly	Annually
Management	\$1,751	\$21,012
Administrative	\$473	\$5,673
Accounting	\$1,270	\$15,244
Financial & Revenue Collections	\$438	\$5,253
Assessment Roll <sup>(1)</sup>	\$5,253	\$5,253
<b>Total Standard On-Going Services</b>	<b>\$3,932</b>	<b>\$52,435</b>

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed

### ADDITIONAL SERVICES:

Extended and Continued Meetings	Hourly	\$ 175
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to		
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public		
Records Requests	Hourly	Upon Request

**PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

**LITIGATION SUPPORT SERVICES:**                      Hourly                      Upon Request

**ADDITIONAL THIRD-PARTY SERVICES:**

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request

# Tab 7



## Price Quote

PROJECT NAME: Catalina at Winkler Preserve CDD Spartina Remediation

ATTENTION: Belinda Blandon  
Catalina at Winkler Preserve CDD  
c/o Rizzetta & Company  
9530 Marketplace Road, Suite 206  
Fort Myers, FL 33912  
bblandon@rizzetta.com

PRICE QUOTED:

Option	Description	Total Price
<input type="checkbox"/> 1	Dead Cordgrass Removal and 3-gallon Planting	\$6,450.00
<input type="checkbox"/> 2	Dead Cordgrass Removal and 1-gallon Planting	\$4,475.00
<input type="checkbox"/> 3	Dead Cordgrass Trimming	\$2,300.00

SCOPE OF WORK:

Option 1 – Dead Cordgrass Removal and 3-gallon Planting

EarthBalance® will supply labor and materials necessary to supply, deliver, and install three-gallon sand cordgrass (*Spartina bakeri*) along approximately 500 linear ft. of the wetland buffer area at the Catalina at Winkler Preserve located in Lee County, Florida. Plants will be installed where former plantings have died or are missing within the previously planted area on the preserve buffer. Plantings will be installed in staggered rows at 3 ft spacing. Dead sand cordgrass will be cut as low to the ground as conventional tools permit. Excessive debris will be removed and disposed of at an appropriate offsite location. Please refer to the table below for plant species, size, and quantity information. All plants will be delivered disease free and in good health at the time of installation. All work will be directed by a qualified project manager. This proposal does not include the cost of ongoing watering.

Common Name	Scientific Name	Size	Qty
Sand cordgrass	<i>Spartina bakeri</i>	3-Gal	500

EarthBalance® will perform the services described in Option 1 for a fixed fee of \$6,450.00.



Price Quote (continued)

PROJECT NAME: Catalina at Winkler Preserve CDD Spartina Remediation

Option 2 – Dead Cordgrass Removal and 1-gallon Planting

EarthBalance® will supply labor and materials necessary to supply, deliver, and install one-gallon sand cordgrass (Spartina bakeri) along approximately 500 linear ft of the wetland buffer area at the Catalina at Winkler Preserve located in Lee County, Florida. Plants will be installed where former plantings have died or are missing within the previously planted area on the preserve edge. Plantings will be installed in staggered rows at 3 ft spacing. Dead sand cordgrass will be cut as low to the ground as conventional tools permit. Excessive debris will be removed and disposed of at an appropriate offsite location. Please refer to the table below for plant species, size, and quantity information. All plants will be delivered disease free and in good health at the time of installation. All work will be directed by a qualified project manager. This proposal does not include the cost of ongoing watering.

Common Name	Scientific Name	Size	Qty
Sand cordgrass	<i>Spartina bakeri</i>	1-Gal	500

EarthBalance® will perform the services described in Option 2 for a fixed fee of \$4,475.00.

Option 3 – Dead Cordgrass Trimming

EarthBalance® will supply labor and materials necessary to cut back adversely impacted sand cordgrass (Spartina bakeri) along approximately 500 linear feet of the wetland buffer area at the Catalina at Winkler Preserve located in Lee County, Florida. Sand cordgrass within the wetland buffer will be trimmed back to allow natural regrowth. Excessive debris will be removed and disposed of at an appropriate offsite location. All work will be directed by a qualified project manager.

EarthBalance® will perform the services described in Option 3 for a fixed fee of \$2,300.00.



Price Quote (continued)

PROJECT NAME: Catalina at Winkler Preserve CDD Spartina Remediation

CONDITIONS:

This quote shall remain valid for a period not to exceed thirty (30) days beyond the submittal date of June 21, 2021. If not accepted within this period, EarthBalance® reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement and the attached terms and conditions shall be effective upon its full execution.

QUOTED BY: Scott Miller
Project Manager
EarthBalance®
2570 Commerce Parkway
North Port, FL 34289
smiller@earthbalance.com

IN WITNESS WHEREOF, this Agreement is executed on the dates hereinafter stated.

EARTHBALANCE®

CLIENT

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

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

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

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

Title: Vice President \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021

PLEASE INDICATE IF THE CLIENT IS ALSO THE OWNER OF THE PROPERTY ON WHICH THE SERVICES/WORK WILL BE PERFORMED:

\_\_\_\_\_ OWNER

\_\_\_\_\_ NOT THE OWNER

IF THE CLIENT IS NOT THE PROPERTY OWNER, PLEASE PRINT THE NAME AND CONTACT INFORMATION FOR THE PROPERTY OWNER:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_



PRICE QUOTE TERMS AND CONDITIONS

1. **Services.** EarthBalance® hereby agrees to provide all supervision, labor, materials, equipment, and other facilities to complete the Work as described in the attached Price Quote ("Scope of Work" or "Work"). EarthBalance® agrees to use its best efforts in completing the Work. The Work shall be accomplished in a workmanlike and professional manner using the degree of skill and care ordinarily exercised by a reputable member of EarthBalance's® profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended, unless provided in the Scope of Work.

This agreement is limited to Options identified in the attached Price Quote and does not include additional or repeat Work resulting from changes to the project or the information upon which this agreement is based. Modification to the final work products performed at the request of the Client that is not the result of the Contractor's errors or omissions shall be billed to the Client as additional services.

2. **Time.** This quote shall remain valid for a period not to exceed thirty (30) days beyond the date of submittal. If not accepted within this period, EarthBalance® reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement shall be effective upon its full execution.

3. **Duty to Cooperate.** Client agrees to cooperate with EarthBalance® in all respects in connection with EarthBalance's® efforts to discharge the Scope of Work. Client shall make Client's property available to EarthBalance®, shall timely comply with EarthBalance's® requests for information, and shall execute all documents reasonably required by EarthBalance® in discharging the Scope of Work. Client agrees to inform EarthBalance® of any known job site hazards including, but not limited to, hazardous substances, buried debris, ordnance or explosives, sinkholes, wildlife hazards, etc.

4. **Payment.** Client agrees to pay a fee for the Work performed based upon the information contained in attached Price Quote. As soon as may be practicable at the beginning of each month, EarthBalance® shall invoice Client for all work performed in the prior month and any other sums due EarthBalance®. Client shall pay the invoice amount within thirty (30) days after the invoice date. EarthBalance® may cease performing work under the attached Price Quote if any payment due hereunder is not paid within thirty (30) days of the invoice date. EarthBalance® accepts cash, check, credit card, ACH or Wire Transfer as payment. A convenience fee of 5% will be added to all credit card payments.

Client agrees that EarthBalance® may place a lien upon the Property for Work performed under the attached Price Quote and that EarthBalance® may record and enforce the lien for Work performed in accordance with the provisions of Florida's Construction Lien Law. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, if EarthBalance® places this executed Price Quote in the hands of an attorney for the collection of any sums due hereunder, Client agrees to reimburse EarthBalance® for its reasonable attorney's fees and costs relating thereto.

5. **Termination and Default.** This agreement may be terminated by either party giving the other party thirty (30) days written notice of intent to terminate. In addition, upon default by Client, monetary or otherwise, this agreement may be terminated by EarthBalance® with seven (7) days written notice of intent to terminate if the default remains uncured after such notice period. EarthBalance's® liability to Client or any related party for any claim related to or arising out of (i) this agreement or (ii) EarthBalance's® Work shall be limited to two times the amount of fees paid by Client hereunder.

6. **Force Majeure Event.** EarthBalance® shall not be liable to Client for damages resulting from delay in or termination of EarthBalance's® Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, war, terrorism or combined action of the workmen or others, governmental delays, or any acts of God including, but not limited to, severe snowstorms, earthquakes, hurricanes, floods, or any other cause or condition beyond its control making it inadvisable in EarthBalance's® determination to proceed with the Work (collectively, a "Force Majeure Event"). EarthBalance® shall have no obligation to resume Work discontinued under this Section. If EarthBalance® elects not to resume the Work, Client's sole and exclusive remedy shall be payment on a pro-rata basis for the percentage of Work that has actually been completed as of the date of its receipt of EarthBalance's® notice of the Force Majeure Event.

7. **Miscellaneous.** The invalidity of any provision of the agreement shall not impair the validity of any other provision. If any provision of this agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of the agreement shall be enforced.

This agreement shall be construed and interpreted in accordance with, and the validity of this agreement shall be judged by, the laws of the State of Florida.

This agreement sets forth the entire agreement and understanding of the parties hereto. It may only be amended, modified or terminated by the written mutual consent of all the parties hereto and duly executed by the authorized representatives of the parties hereto.

# Tab 8



Rizzetta & Company

# Catalina at Winkler Preserve Community Development District

[www.catalinacdd.org](http://www.catalinacdd.org)

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**Approved Proposed Budget for Fiscal Year 2021-2022**

**Presented by: Rizzetta & Company, Inc.**

**9530 Marketplace Road Suite 206  
Fort Myers, FL 33912  
Phone: 239-936-0913**

**rizzetta.com**

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**Proposed Budget**  
**Catalina at Winkler Preserve Community Development District**  
**General Fund**  
**Fiscal Year 2021/2022**

Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020-2021	Annual Budget for 2020-2021	Projected Budget variance for 2020-2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020-2021	Comments
<b>REVENUES</b>							
Interest Earnings							
Interest Earnings	\$ 35	\$ 47	\$ -	\$ 47	\$ -	\$ -	
Special Assessments							
Tax Roll*	\$ 169,431	\$ 169,431	\$ 169,229	\$ (202)	\$ 151,932.00	\$ (17,297)	
<b>TOTAL REVENUES</b>	<b>\$ 169,466</b>	<b>\$ 169,478</b>	<b>\$ 169,229</b>	<b>\$ (155)</b>	<b>\$ 151,932</b>	<b>\$ (17,297)</b>	
Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 169,466</b>	<b>\$ 169,478</b>	<b>\$ 169,229</b>	<b>\$ (155)</b>	<b>\$ 151,932</b>	<b>\$ (17,297)</b>	
<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
<b>EXPENDITURES - ADMINISTRATIVE</b>							
Legislative							
Supervisor Fees	\$ 3,000	\$ 4,000	\$ 4,000	\$ -	\$ 4,000	\$ -	4 meetings per year. \$ 200.00 per Supervisor.
Financial & Administrative							
Administrative Services	\$ 4,172	\$ 5,562	\$ 5,562	\$ 0	\$ 5,673	\$ 111	2% COL
District Management	\$ 15,450	\$ 20,600	\$ 20,600	\$ -	\$ 21,012	\$ 412	2% COL
District Engineer	\$ 7,041	\$ 9,388	\$ 13,500	\$ 4,112	\$ 13,500	\$ -	
Disclosure Report	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ (1,000)	
Trustees Fees	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ -	As per Hancock
Assessment Roll	\$ 5,150	\$ 5,150	\$ 5,150	\$ -	\$ 5,253	\$ 103	2% COL
Financial & Revenue Collections	\$ 3,863	\$ 5,150	\$ 5,150	\$ 0	\$ 5,253	\$ 103	2% COL
Accounting Services	\$ 11,209	\$ 14,945	\$ 14,945	\$ (0)	\$ 15,244	\$ 299	2% COL
Auditing Services	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ -	Audit RFP in progress
Miscellaneous Mailings	\$ 229	\$ 305	\$ 400	\$ 95	\$ 400	\$ -	Est.
Public Officials Liability Insurance	\$ 2,421	\$ 2,250	\$ 2,537	\$ 287	\$ 2,663	\$ 126	As per estimate provided by Egis
Legal Advertising	\$ 61	\$ 81	\$ 400	\$ 319	\$ 400	\$ -	
Dues, Licenses & Fees	\$ 175	\$ 233	\$ 735	\$ 502	\$ 735	\$ -	(NPDES) \$ 560.00 & Florida
Tax Collector /Property Appraiser Fees	\$ 282	\$ 282	\$ 282	\$ -	\$ 282	\$ -	Fees \$ 1.00 per parcel
Website Hosting, Maintenance, Backup (and Email)	\$ 2,475	\$ 3,300	\$ 3,000	\$ (300)	\$ 3,000	\$ -	Per contract costs \$ 175.00 per month plus ADASC costs \$ 900.00 per year
Legal Counsel							
District Counsel	\$ 3,923	\$ 5,231	\$ 10,000	\$ 4,769	\$ 10,000	\$ -	
<b>Administrative Subtotal</b>	<b>\$ 66,451</b>	<b>\$ 83,477</b>	<b>\$ 95,071</b>	<b>\$ 11,594</b>	<b>\$ 94,415</b>	<b>\$ (656)</b>	
<b>EXPENDITURES - FIELD OPERATIONS</b>							
Electric Utility Services							
Utility-Fountains	\$ 2,669	\$ 3,559	\$ 3,600	\$ 41	\$ 3,900	\$ 300	
Stormwater Control							
Aquatic Maintenance	\$ 3,915	\$ 5,220	\$ 5,220	\$ -	\$ 5,220	\$ -	435.00 per month.
Fountain Service Repairs & Maintenance							
	\$ 1,179	\$ 1,572	\$ 1,592	\$ 20	\$ 1,592	\$ -	Fountain Maintenance \$ 134.00 per quarter, Aerator Maintenance \$ 264.00 per quarter.
Lake/Pond Bank Maintenance	\$ 34	\$ 45	\$ 42,083	\$ 42,083	\$ 25,000	\$ (17,083)	
Mitigation Area Monitoring & Maintenance							
	\$ 5,095	\$ 6,793	\$ 13,280	\$ 10,026	\$ 13,280	\$ -	4 Maintenance Events @ \$ 2,495.00 each. Plus allowance for buffer plantings \$ 3,300.00.
Aquatic Plant Replacement	\$ 2,850	\$ 3,800	\$ 700	\$ 711	\$ 700	\$ -	
Stormwater System Maintenance	\$ 1,284	\$ 1,712	\$ 5,000	\$ 2,500	\$ 5,000	\$ -	
Other Physical Environment							
General Liability Insurance	\$ 2,421	\$ 2,250	\$ 2,537	\$ 2,475	\$ 2,663	\$ 126	As per estimate provided by Egis
Property Insurance	\$ 147	\$ 119	\$ 146	\$ 131	\$ 162	\$ 16	As per estimate provided by Egis
<b>Field Operations Subtotal</b>	<b>\$ 19,594</b>	<b>\$ 25,070</b>	<b>\$ 74,158</b>	<b>\$ 57,987</b>	<b>\$ 57,517</b>	<b>\$ (16,641)</b>	
<b>Contingency for County TRIM Notice</b>							
<b>TOTAL EXPENDITURES</b>	<b>\$ 86,043</b>	<b>\$ 108,548</b>	<b>\$ 169,229</b>	<b>\$ 69,581</b>	<b>\$ 151,932</b>	<b>\$ (17,297)</b>	
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 83,423</b>	<b>\$ 60,930</b>	<b>\$ (0)</b>	<b>\$ 69,426</b>	<b>\$ -</b>	<b>\$ 0</b>	

**Proposed Budget**  
**Catalina at Winkler Preserve Community Development District**  
**Reserve Fund**  
**Fiscal Year 2021/2022**

Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020-2021	Annual Budget for 2020-2021	Projected Budget variance for 2020-2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020-2021	Comments
<b>REVENUES</b>							
Interest Earnings	\$ 8	\$ 11	\$ -	\$ 11	\$ -	\$ -	
Special Assessments						\$ -	
Tax Roll*	\$ 28,472	\$ 28,472	\$ 28,472	\$ -	\$ 29,184.00	\$ 712	Increase as per Reserve Study Recommendations
						\$ -	
<b>TOTAL REVENUES</b>	<b>\$ 28,480</b>	<b>\$ 28,472</b>	<b>\$ 28,472</b>	<b>\$ 11</b>	<b>\$ 29,184</b>	<b>\$ 712</b>	
<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 28,480</b>	<b>\$ 28,472</b>	<b>\$ 28,472</b>	<b>\$ 11</b>	<b>\$ 29,184</b>	<b>\$ 712</b>	
<b>EXPENDITURES</b>							
Contingency							
Capital Reserves	\$ -	\$ -	\$ 28,472	\$ (28,472)	\$ 29,184.00	\$ -	
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,472</b>	<b>\$ (28,472)</b>	<b>\$ 29,184</b>	<b>\$ -</b>	
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 28,480</b>	<b>\$ 28,472</b>	<b>\$ -</b>	<b>\$ 28,483</b>	<b>\$ -</b>	<b>\$ 712</b>	

**Budget Template**  
**Catalina at Winkler Preserve Community Development District**  
**Debt Service**  
**Fiscal Year 2021/2022**

Chart of Accounts Classification	Series 2017	Budget for 2021/2022
<b>REVENUES</b>		
Special Assessments		
Net Special Assessments <sup>(1)</sup>	\$209,035.20	\$209,035.20
<b>TOTAL REVENUES</b>	<b>\$209,035.20</b>	<b>\$209,035.20</b>
<b>EXPENDITURES</b>		
<b>Administrative</b>		
Financial & Administrative		
Debt Service Obligation	\$209,035.20	\$209,035.20
<b>Administrative Subtotal</b>	<b>\$209,035.20</b>	<b>\$209,035.20</b>
<b>TOTAL EXPENDITURES</b>	<b>\$209,035.20</b>	<b>\$209,035.20</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>

Lee County Early Payment Discounts: 4.0%

**Gross assessments \$217,745.00**

**Notes:**

Tax Roll Early Payment Discount for Lee County is 4.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

2021/2022 O&M Budget	\$181,116.00
Lee County 4.0% Collection Cost:	\$7,546.50
Tax Collector Fee (\$1.45 PER PARCEL / LINE)	\$408.90
2021/2022 Total:	<u><u>\$189,071.40</u></u>

2020/2021	\$197,701.00
2021/2022	\$181,116.00
Total Difference:	<u><u>-\$16,585.00</u></u>

	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2020/2021</u>	<u>2021/2022</u>	<u>\$</u>	<u>%</u>
Series 2017 Debt Service - Single Family	\$791.80	\$791.80	\$0.00	0.00%
Operations/Maintenance - Single Family	\$731.73	\$670.47	-\$61.26	-8.37%
<b>Total</b>	<b><u>\$1,523.53</u></b>	<b><u>\$1,462.27</u></b>	<b><u>-\$61.26</u></b>	<b><u>-4.02%</u></b>

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$181,116.00
EARLY PAYMENT DISCOUNT	4.0%	\$7,546.50
TAX COLLECTOR FEE (\$1.45 PER PARCEL / LINE)		\$408.90
TOTAL O&M ASSESSMENT		<u>\$189,071.40</u>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>EAU FACTOR</u>	<u>ALLOCATION OF O&amp;M ASSESSMENT</u>		
	<u>O&amp;M</u>	<u>SERIES 2017 DEBT SERVICE</u> <sup>(1) (2)</sup>		<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&amp;M BUDGET</u>
SINGLE FAMILY	282	275	1.00	282.00	100.00%	\$189,071.40
	<u>282</u>	<u>275</u>		<u>282.00</u>	<u>100.00%</u>	<u>\$189,071.40</u>

<u>PER LOT ANNUAL ASSESSMENT</u>		
<u>O&amp;M</u>	<u>SERVICE</u> <sup>(3)</sup>	<u>TOTAL</u> <sup>(4)</sup>
\$670.47	\$791.80	\$1,462.27

LESS: Lee County Collection Costs (\$1.45 per parcel / line) and Early Payment Discounts (4%): (\$7,955.40)

**Net Revenue to be Collected** \$181,116.00

<sup>(1)</sup> Reflects seven (7) Series 2017 prepayments.

<sup>(2)</sup> Reflects the number of total lots with Series 2017 debt outstanding.

<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2017 bond issue. Annual assessment includes principal, interest, Lee County collection costs and early payment discounts.

<sup>(4)</sup> Annual assessment that will appear on November 2021 Lee County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

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### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Streetlights:** The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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### EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

**DEBT SERVICE FUND BUDGET**  
**ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

**REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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**EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

# Tab 9

**RESOLUTION 2021-03**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2021, submitted to the Board of Supervisors (“**Board**”) of the Catalina at Winkler Preserve Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Catalina at Winkler Preserve Community Development District for the Fiscal Year Ending September 30, 2022.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND, SERIES 2017	\$ _____
RESERVE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

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

**PASSED AND ADOPTED THIS 10TH DAY OF AUGUST, 2021.**

ATTEST:

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

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

**Exhibit A:** Fiscal Year 2021/2022 Budget

**Exhibit A**  
Fiscal Year 2021/2022 Budget

# Tab 10

**RESOLUTION 2021-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is located in Lee County, Florida (“**County**”); and

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

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

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

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

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Catalina at Winkler Preserve Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

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

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 10th day of August, 2021.

ATTEST:

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

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

**Exhibit A:** Fiscal Year 2021/2022 Budget  
**Exhibit B:** Assessment Roll

**Exhibit A**  
Fiscal Year 2021/2022 Budget

**Exhibit B**  
Assessment Roll

Assessment roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, Florida Statutes.

**Tab 11**

**RESOLUTION 2021-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS 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 the Lee County, Florida; and

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

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

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Lee County, a schedule of the District's regular meetings.

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

**PASSED AND ADOPTED THIS 10<sup>TH</sup> DAY OF AUGUST, 2021.**

**ATTEST:**

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
**SECRETARY / ASST. SECRETARY**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN**

**EXHIBIT "A"**  
**BOARD OF SUPERVISORS MEETING DATES**  
**CATALINA AT WINKLER PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**

November 9, 2021

February 8, 2022

May 9, 2022

August 9, 2022

All meetings will convene at 2:30 p.m. and will be held at the office of Rizzetta & Company Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.