



# **CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
& PUBLIC HEARING  
AUGUST 8, 2024  
1:00 P.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

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

561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**CORKSCREW CROSSING**  
**COMMUNITY DEVELOPMENT DISTRICT**  
The River Creek Sales Office  
12776 Springbrook Court  
Estero, Florida 33928  
**REGULAR BOARD MEETING & PUBLIC HEARING**  
August 8, 2024  
1:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. May 9, 2024 Regular Board Meeting.....Page 2
- G. Public Hearing
  - 1. Proof of Publication.....Page 5
  - 2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget
  - 3. Consider Resolution No. 2024-02 – Adopting a Fiscal Year 2024/2025 Final Budget.....Page 6
  - 4. Consider Resolution No. 2024-03 – Adopting a Fiscal Year 2023/2024 Annual Assessment...Page 16
- H. Old Business
- I. New Business
  - 1. Consider Resolution No. 2024-04 – Adopting a Fiscal Year 2024/2025 Meeting Schedule.....Page 34
  - 2. Consider Resolution No. 2024-05 – Adopting Goals and Objectives.....Page 36
  - 3. Consider Approval of Assignment and Assumption of Professional Services Agreement.....Page 39
- J. Administrative Matters
- K. Board Members Comments
- L. Adjourn

**The News-Press**  
**media group**  
 news-press.com A GANNETT COMPANY

Attn:

**CORKSCREW CROSSING COMMUNITY D**  
**2501 BURNS RD**  
**PALM BEACH GARDENS, FL 33410**

State of Wisconsin, County of Brown:

Before the undersigned authority personally appeared

*J. Roberts*

, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Cor

In the Twentieth Judicial Circuit Court was published in said newspaper editions dated in the issues of or by publication on the newspaper's website, if authorized, on :

09/29/2023

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper editions dated:

Sworn to and Subscribed before me this 29th of September 2023, by legal clerk who is personally known to me.

*Denise Roberts*

Affiant

*Nicole Jacobs*

Notary State of Wisconsin, County of Brown

*82-21-26*

My commission expires

# of Affidavits<sup>1</sup>

**This is not an invoice**

NICOLE JACOBS  
 Notary Public  
 State of Wisconsin

**CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Corkscrew Crossing Community Development District will hold Regular Meetings in the RiverCreek Sales Office, 12776 Springbrook Court, Estero, Florida 33928 at 1:00 p.m. on the following dates:

October 12, 2023  
 November 9, 2023  
 December 14, 2023  
 January 11, 2024  
 February 8, 2024  
 March 14, 2024  
 April 11, 2024  
 May 9, 2024  
 June 13, 2024  
 July 11, 2024  
 August 8, 2024  
 September 12, 2024

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting. Meetings may be cancelled from time to time without advertised notice.

CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT  
 www.corkscrewcrossingcdd.org  
 No. 5833786

Sept. 29, 2023

**CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
MAY 9, 2024**

**A. CALL TO ORDER**

The Corkscrew Crossing Community Development District (the “District”) Regular Board Meeting of May 9, 2024, was called to order at 1:05 p.m. the Valencia Bonita Clubhouse located at 16621 Valencia Bonita Boulevard, Bonita Springs, Florida 34135.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Fort Myers News Press* on April 30, 2024, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Chairman	John Asher	Present
Vice Chairman	Craig Callis	Present
Supervisor	Maria Menendez	Absent
Supervisor	Richard Norwalk	Absent
Supervisor	Larry Portnoy	Present

Staff presented included the following:

District Manager	Kathleen Meneely	Special District Services, Inc.
District Counsel	Kyle McGee	Kutak Rock
District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.

Also present was Clayton Ratliff of GL Homes.

**D. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. November 9, 2023, Regular Board Meeting**

The minutes of the November 9, 2023, Regular Board Meeting were presented for Board consideration.

A **motion** was made by Mr. Portnoy, seconded by Mr. Asher and passed unanimously approving the minutes of the November 9, 2023, Regular Board Meeting, as presented.

## **G. OLD BUSINESS**

There were no Old Business items to come before the Board.

## **H. NEW BUSINESS**

### **1. Consider Resolution No. 2024-01 – Adopting a Fiscal Year 2024/2025 Proposed Budget**

Resolution No. 2024-01 was presented, entitled:

#### **RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGETS FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Asher, seconded by Mr. Portnoy and passed unanimously adopting Resolution No. 2024-01, as presented.

### **2. Discussion Regarding Required Ethics Training**

Ms. Meneely went over the required four (4) hours of annual ethics training and indicated that the memo in the agenda packet outlines the options for completing the training.

Mr. Ratliff reminded the Board that July 1<sup>st</sup> was the deadline to electronically file this year's Form 1.

## **I. ADMINISTRATIVE MATTERS**

Ms. Meneely announced that a Landowners' Election would be held on November 5, 2024 at 1:00 p.m. for Seats 3, 4, and 5. Mr. Asher asked if a resident could be put on the Board so that when turnover takes place there is some understanding of what has been accomplished. Mr. Ratliff noted that at a future date, a Board Member can resign and a resident can be appointed at that time.

Ms. Meneely reminded the Board that August 8, 2024, was the next meeting when the budget public hearing would also be held.

## **J. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

## **K. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 1:23 p.m. on a **motion** made by Mr. Portnoy, seconded by Mr. Callis and passed unanimously.

**ATTESTED BY:**

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

\_\_\_\_\_  
Chairperson/Vice-Chair

CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 PROPOSED  
BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (Board) of the Corkscrew Crossing Community Development District (District) will hold a public hearing and regular meeting as follows:

DATE: August 8, 2024

TIME: 1:00 p.m.

LOCATION: River Creek Sales Office

12776 Springbrook Court

Estero, Florida 33928

The purpose of the public hearing is to receive comments and objections on the adoption of the Districts proposed budget(s) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (Proposed Budget). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, c/o Special District Services, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: 561-630-4922 (District Managers Office), during normal business hours, or by visiting the Districts website at <https://www.corkscrewcrossingcdd.org/>.

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/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

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

Kathleen Meneely

District Manager

CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT

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

7/19, 7/26/24 10381896

## RESOLUTION 2024-02

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 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 CORKSCREW CROSSING 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 Corkscrew Crossing Community Development District for the Fiscal Year Ending September 30, 2024."
- 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 2023/2024, the sum of \$1,115,012 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	\$ <u>238,026</u>
DEBT SERVICE FUND – SERIES 2023	\$ <u>876,986</u>
TOTAL ALL FUNDS	\$ <u>1,115,012</u>

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025, or within 60 days following the end of the Fiscal Year 2024/2025, may amend its Adopted Budget for that fiscal year as follows:

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

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

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

**CORKSCREW CROSSING COMMUNITY  
DEVELOPMENT DISTRICT**

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

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**Exhibit A**

Fiscal Year 2024/2025 Budget

# Corkscrew Crossing Community Development District

**Final Budget For  
Fiscal Year 2024/2025  
October 1, 2024 - September 30, 2025**

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- III      DETAILED FINAL DEBT SERVICE FUND BUDGET**
- IV      ASSESSMENT COMPARISON**

**FINAL BUDGET**  
**CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	<b>FISCAL YEAR 2024/2025 BUDGET</b>
<b>REVENUES</b>	
O&M (Operation & Maintenance) Assessments	238,026
Developer Contribution	0
Debt Assessments	876,986
Other Revenue	0
Interest Income	480
<b>TOTAL REVENUES</b>	<b>\$ 1,115,492</b>
<b>EXPENDITURES</b>	
<b>Administrative Expenditures</b>	
Supervisor Fees	0
Management	37,080
Legal	29,000
Assessment Roll	5,000
Audit Fees	4,400
Arbitrage Rebate Fee	650
Insurance	6,000
Legal Advertisements	2,750
Miscellaneous	1,350
Postage	200
Office Supplies	1,400
Dues & Subscriptions	175
Website Management & ADA Compliance	3,000
Trustee Fees	4,100
Continuing Disclosure Fee	1,000
<b>Total Administrative Expenditures</b>	<b>\$ 96,105</b>
<b>Maintenance Expenditures</b>	
Engineering/Inspections	6,000
Miscellaneous Maintenance	1,000
Landscaping	0
Preserve Maintenance	91,000
Lake Littoral Maintenance	6,800
Lake Maintenance	14,100
Lake Native Grass Maintenance	11,600
<b>Total Maintenance Expenditures</b>	<b>\$ 130,500</b>
<b>Total O&amp;M Expenditures</b>	<b>\$ 226,605</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 888,887</b>
Bond Payments	(833,137)
<b>BALANCE</b>	<b>\$ 55,750</b>
County Appraiser & Tax Collector Fee	(11,150)
Discounts For Early Payments	(44,600)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED FINAL BUDGET**  
**CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
<b>REVENUES</b>				
O&M (Operation & Maintenance) Assessments	0	248,435	238,026	Expenditures Less Interest/.95
Developer Contribution	65,906	0	0	
Debt Assessments	0	886,316	876,986	Bond Payments/.95
Other Revenue	16,796	0	0	
Interest Income	507	240	480	Interest Projected At \$40 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 83,209</b>	<b>\$ 1,134,991</b>	<b>\$ 1,115,492</b>	
<b>EXPENDITURES</b>				
<b>Administrative Expenditures</b>				
Supervisor Fees	0	0	0	
Management	36,000	36,000	37,080	CPI Adjustment (Capped At 3%)
Legal	17,450	30,000	29,000	
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	3,200	4,300	4,400	Accepted Amount For 2023/2024 Audit
Arbitrage Rebate Fee	0	650	650	No Change From 2023/2024 Budget
Insurance	5,000	6,000	6,000	FY 2023/2024 Expenditure Was \$5,375
Legal Advertisements	9,637	3,000	2,750	Expenditure Was Higher In 22/23 Due To Bond Issue
Miscellaneous	540	1,500	1,350	\$150 Decrease From 2023/2024 Budget
Postage	764	200	200	No Change From 2023/2024 Budget
Office Supplies	1,749	1,500	1,400	Expenditure Was Higher In 22/23 Due To Bond Issue
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	3,000	3,000	3,000	\$250 X 12 Months
Trustee Fees	0	4,100	4,100	Commences In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	1,000	1,000	No Change From 2023/2024 Budget
<b>Total Administrative Expenditures</b>	<b>\$ 82,515</b>	<b>\$ 96,425</b>	<b>\$ 96,105</b>	
<b>Maintenance Expenditures</b>				
Engineering/Inspections	5,662	6,000	6,000	
Miscellaneous Maintenance	0	1,000	1,000	
Landscaping	0	10,000	0	Line Item Eliminated
Preserve Maintenance	0	105,432	91,000	
Lake Littoral Maintenance	0	0	6,800	
Lake Maintenance	0	14,912	14,100	Lakes Being Conveyed To The District
Lake Native Grass Maintenance	0	0	11,600	
<b>Total Maintenance Expenditures</b>	<b>\$ 5,662</b>	<b>\$ 137,344</b>	<b>\$ 130,500</b>	
<b>Total O&amp;M Expenditures</b>	<b>\$ 88,177</b>	<b>\$ 233,769</b>	<b>\$ 226,605</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ (4,968)</b>	<b>\$ 901,222</b>	<b>\$ 888,887</b>	
Bond Payments	0	(833,137)	(833,137)	2025 P & I Payments
<b>BALANCE</b>	<b>\$ (4,968)</b>	<b>\$ 68,085</b>	<b>\$ 55,750</b>	
County Appraiser & Tax Collector Fee	0	(22,695)	(11,150)	One Percent Of Total Assessment Roll
Discounts For Early Payments	0	(45,390)	(44,600)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (4,968)</b>	<b>\$ -</b>	<b>\$ -</b>	

**DETAILED FINAL DEBT SERVICE FUND BUDGET**  
**CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	17,328	100	500	Projected Interest For 2024/2025
NAV Tax Collection	0	833,137	833,137	Maximum Debt Service Collection
Bond Proceeds	872,085	0	0	
<b>Total Revenues</b>	<b>\$ 889,413</b>	<b>\$ 833,237</b>	<b>\$ 833,637</b>	
<b>EXPENDITURES</b>				
Principal Payments	0	195,000	205,000	Principal Payment Due In 2025
Interest Payments	136,478	634,056	625,806	Interest Payment Due In 2025
Bond Redemption	0	4,181	2,831	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 136,478</b>	<b>\$ 833,237</b>	<b>\$ 833,637</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 752,935</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2023 Bond Information**

Original Par Amount =	\$12,670,000	Annual Principal Payments Due =	May 1st
Interest Rate =	4.125% - 5.3%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	February 2023		
Maturity Date =	May 2053		
Par Amount As Of 3/1/24 =	\$12,670,000		

# Corkscrew Crossing Community Development District Assessment Comparison

	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Assessment*	Fiscal Year 2024/2025 Projected Assessment*
O & M Assessment For 50' Single Family Units	\$ -	\$ 448.44	\$ 429.66
<u>Debt Assessment For 50' Single Family Units</u>	<u>\$ -</u>	<u>\$ 1,600.00</u>	<u>\$ 1,583.01</u>
<b>Total For 50' Single Family Units</b>	<b>\$ -</b>	<b>\$ 2,048.44</b>	<b>\$ 2,012.67</b>

\* Assessments Include the Following :

4% Discount for Early Payments  
0.5% County Tax Collector Fee  
0.5% County Property Appraiser Fee

Overall County Fees Percentage  
Was Lowered From 2% In  
Fiscal Year 2023/2024 to  
1% In 2024/2025

Community Information:

50' Single Family Units 554

## RESOLUTION 2024-03

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

**WHEREAS**, the Corkscrew Crossing 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, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"), attached hereto as **Exhibit "A,"** 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 2024/2025; 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 ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B,"** and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion 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 CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** 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 is shown in **Exhibits "A" and "B,"** and 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 AND ENFORCEMENT; PENALTIES; INTEREST.**

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

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

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property 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 8<sup>th</sup> day of August, 2024.

ATTEST:

**CORKSCREW CROSSING COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chair / Vice Chair, Board of Supervisors

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

**Exhibit A**  
**Budget**

**Exhibit B**

Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

## Corkscrew Crossing Community Development District Assessment Roll 2024-2025

[illegible]

# Corkscrew Crossing Community Development District Assessment Roll 2024-2025

Roll Year	Category	Folio #	Strap #	O&M	DEBT	TOTAL
2024	50' Single Family Units	10624926	31-46-26-E2-09000.5110	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624927	31-46-26-E2-09000.5120	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624928	31-46-26-E2-09000.5130	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624929	31-46-26-E2-09000.5140	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624930	31-46-26-E2-09000.5150	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624931	31-46-26-E2-09000.5160	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624932	31-46-26-E2-09000.5170	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624933	31-46-26-E2-09000.5180	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624934	31-46-26-E2-09000.5190	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624935	31-46-26-E2-09000.5200	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624936	31-46-26-E2-09000.5210	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624937	31-46-26-E2-09000.5220	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624938	31-46-26-E2-09000.5230	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624939	31-46-26-E2-09000.5240	429.66	1,583.01	2,012.67
2024	50' Single Family Units	10624940	31-46-26-E2-09000.5250	429.66	1,583.01	2,012.67
<b>TOTAL FOR CORKSCREW CROSSING</b>				<b>238,031.64</b>	<b>876,987.54</b>	<b>1,115,019.18</b>

**RESOLUTION 2024-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR  
2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2024/2025 annual meeting schedule attached as **Exhibit A**.

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

**SECTION 1.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of August 2024.

ATTEST:

**CORKSCREW CROSSING  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors of the Corkscrew Crossing Community Development District will hold Regular Meetings in the RiverCreek Sales Office, 12776 Springbrook Court, Estero, Florida 33928 at 1:00 p.m. on the following dates:

**October 10, 2024  
November 14, 2024  
December 12, 2024  
January 9, 2025  
February 13, 2025  
March 13, 2025  
April 10, 2025  
May 8, 2025  
June 12, 2025  
July 10, 2025  
August 14, 2025  
September 11, 2025**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

**CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT**

**[www.corkscrewcrossingcdd.org](http://www.corkscrewcrossingcdd.org)**

**PUBLISH: FORT MYERS NEWS PRESS**

## **RESOLUTION 2024-05**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Corkscrew Crossing Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

**WHEREAS**, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

**WHEREAS**, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

**WHEREAS**, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

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

**SECTION 2.** The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

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

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

**PASSED AND ADOPTED** this 8<sup>th</sup> day of August, 2024.

**ATTEST:**

**CORKSCREW CROSSING COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

**Exhibit A:** Performance Measures/Standards and Annual Reporting

## **Exhibit A**

**Program/Activity: District Administration**

**Goal:** Remain compliant with Florida Law for all district meetings

**Objectives:**

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

**Performance Measures:**

- All Meetings publicly noticed as required (yes/no)
- Meeting minutes and post-meeting action completed (yes/no)
- District records retained as required by law (yes/no)

**Program/Activity: District Finance**

**Goal:** Remain Compliant with Florida Law for all district financing activities

**Objectives:**

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

**Performance Measures:**

- District adopted fiscal year budget (yes/no)
- District amended budget at end of fiscal year (yes/no)
- District accounts receivable/payable processed for the year (yes/no)
- “No findings” for annual financial audit (yes/no)
  - If “yes” explain

**Program/Activity: District Operations**

**Goal:** Insure, Operate and Maintain District owned Infrastructure & assets

**Objectives:**

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

**Performance Measures:**

- District insurance renewed and in force (yes/no)
- Contracted Services in force for all District operations (yes/no)
- Permits in compliance (yes/no)

## EXHIBIT A

### ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS, AGNOLI, BARBER & BRUNDAGE, INC.** ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for itself, its successors and assigns, hereby grants, conveys, transfers, assigns and delivers to **LJA ENGINEERING INC.** ("Assignee"), all of its right, title and interest in and to that certain Interim Engineering Services Agreement dated August 4, 2022 for the provision of Engineering services thereto by and between the Assignor and Corkscrew Crossing CDD - Multiple Clients ("Client"), and all purchase orders, task orders, or other such work authorizations thereto (collectively, the "Agreement"), the true and correct copies of which are attached hereto as Exhibit "A" for the following project:

<u>ABB Project Number:</u>	<u>Project:</u>
22-0099	Corkscrew Crossing CDD

Assignee hereby assumes all rights, title, and interest of Assignor in the Agreement and agrees to be bound by and to fully perform and carry out the duties and obligations of Assignor in and relating to the Agreement.

Assignor acknowledges and agrees that it shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances and assurances for the better assigning, granting, transferring, conveying and conferring unto Assignee, its successors, and assigns all the rights hereby granted, transferred, conveyed, assigned and delivered as Assignee or its successors or assigns shall require.

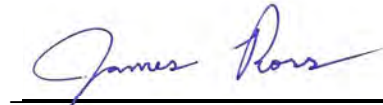
**IN WITNESS WHEREOF**, the undersigned does hereby execute this Assignment effective as of the 29<sup>th</sup> day of February 2024.

**ASSIGNOR: AGNOLI, BARBER & BRUNDAGE, INC.**



Dominick J. Amico, President

**ASSIGNEE: LJA ENGINEERING, INC.**



James D. Ross, President & CEO

## CONSENT OF CLIENT

The undersigned, as "Client" under that certain Agreement, as more fully described above, hereby affirms and consents to the assignment and assumption of the Agreement by **AGNOLI, BARBER & BRUNDAGE, INC.** (the "Assignor"), to **LJA ENGINEERING INC.** (the "Assignee"), and further certifies:

1. The Agreement constitutes the entire agreement between the parties to it and has not been modified or amended.
2. The Agreement, as of the date hereof, is in full force and effect, binding and enforceable in accordance with its terms, and, except as specifically set forth on Exhibit A attached hereto and made a part hereof, there are no other agreements, whether oral or written, or understandings of any nature between the Client and the Assignor which modify or amend the Agreement in any respect whatsoever.
3. There exists no default by AGNOLI, BARBER & BRUNDAGE, INC. under the terms of the Agreement and there are no claims, actions, suits, or proceedings pending by the Client against AGNOLI, BARBER & BRUNDAGE, INC.

The person executing this consent to assignment is duly authorized and empowered in all respects to do so on behalf of the undersigned Client.

### Corkscrew Crossing CDD - Multiple Clients

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

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

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

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

Exhibit A: Agreement

## INTERIM ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 4<sup>th</sup> day of August, 2022, by and between:

**CORKSCREW CROSSING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the Village of Estero, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

**AGNOLI BARBER & BRUNDAGE, INC.**, a Florida corporation, with a mailing address of 7400 Trail Blvd., Suite 200, Naples, Florida 34108 ("Engineer").

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the "Act"), as amended; and

**WHEREAS**, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

**WHEREAS**, the District intends to employ Engineer on an interim basis to perform engineering, surveying, planning, landscaping, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of its services.

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

**SECTION 1. RECITALS.** The Recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES.** Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s), hereinafter defined, including:

- A. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors ("Board");
- B. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks;
- C. Any other items requested by the Board.

**SECTION 3. REPRESENTATIONS.** Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement;
- B. It shall design to and comply with limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements;
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District; and
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**SECTION 4. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District ("Work Authorization"). Each Work Authorization shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under this Agreement shall be at the sole discretion of the District. Work Authorization Number 1 attached hereto as **Exhibit A**, and incorporated herein by this reference, is hereby *approved*.

**SECTION 5. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, the District and Engineer shall use the hourly

compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.

**SECTION 6. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses which are listed as follows:

**A.** Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and in accordance with the District's travel reimbursement policy.

**B.** Expense of reproduction, postage, and handling of drawings and specifications.

**SECTION 7. TERM OF AGREEMENT.** It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

**SECTION 8. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**SECTION 9. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**SECTION 10. OWNERSHIP OF DOCUMENTS.**

**A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**B.** Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work

Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**SECTION 11. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**SECTION 12. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**SECTION 13. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**SECTION 14. INSURANCE.** Subject to the provisions of this Section, Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

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

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer shall, without interruption, and at the District's option, maintain the insurance for at least five (5) years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 15. CONTINGENT FEE.** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**SECTION 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees

or anyone directly or indirectly employed by Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 17. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

**SECTION 18. AUDIT.** Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to this Agreement. Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under this Agreement.

**SECTION 19. INDEMNIFICATION.** Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth herein or Two Million Dollars (\$2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2018), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**SECTION 20. PUBLIC RECORDS.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, 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 this Agreement term and following this Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Engineer'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 Engineer, Engineer 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. Engineer acknowledges that the designated Public Records Custodian for the District is **Kathleen Dailey**.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, 561-630-4922, KDAILEY@SDSINC.ORG.**

**SECTION 21. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to the District:** Corkscrew Crossing Community Development  
District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Engineer:**

Agnoli Barber & Brundage, Inc.  
7400 Trail Blvd., Suite 200  
Naples, Florida 34108  
Attn: \_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 22. EMPLOYMENT VERIFICATION.** Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**SECTION 23. CONTROLLING LAW.** The parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall exclusively be in the court of appropriate jurisdiction, in and for Lee County, Florida.

**SECTION 24. ASSIGNMENT.** Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Section 8 herein.

**SECTION 25. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate this Agreement, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

**SECTION 26. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable

attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 27. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

**SECTION 28. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation of any of the provisions of this Agreement.

**SECTION 29. INDEPENDENT CONTRACTOR.** The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.


**SECTION 30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Remainder of this page intentionally left blank]*

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

ATTEST:

**CORKSCREW CROSSING COMMUNITY  
DEVELOPMENT DISTRICT**

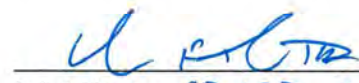
  
Secretary/Assistant Secretary

  
Chairperson, Board of Supervisors

WITNESS:

**AGNOLI BARBER & BRUNDAGE, INC., a  
Florida corporation**

  
Witness

  
Print Name: EDWARD F TRYKA, III  
Title: V.P. TRANSPORTATION

**Exhibit A:** Work Authorization Number 1  
**Exhibit B:** Schedule of Rates

Exhibit A

\_\_\_\_\_, 2022

Corkscrew Crossing Community Development District  
Estero, Florida

Subject: **Work Authorization Number 1**  
**Corkscrew Crossing Community Development District**

Dear Chairperson, Board of Supervisors:

Agnoli Barber & Brundage, Inc. (the "Engineer") is pleased to submit this work authorization to provide interim engineering services for Corkscrew Crossing Community Development District (the "District"). We will provide these services pursuant to our current agreement dated August 4, 2022 ("Interim Agreement") as follows:

**I. Scope of Work**

The District will engage the services of Engineer as the Interim Engineer to prepare an Engineer's Report to support the District's proposed bond issuances and to attend meetings and bond validation proceedings regarding the District's proposed issuance of bonds.

**II. Fees**

The District will compensate Engineer pursuant to the hourly rate schedule contained within the Interim Agreement. The District will reimburse all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Interim Agreement.

This proposal, together with the Interim Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

APPROVED AND ACCEPTED

Sincerely,

By: \_\_\_\_\_  
Authorized Representative of Corkscrew Crossing  
Community Development District

By: \_\_\_\_\_  
Agnoli Barber & Brundage, Inc.

**Exhibit B**

**Schedule of Rates**