

WILDBLUE

COMMUNITY DEVELOPMENT DISTRICT

November 21, 2022

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

WildBlue Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

November 14, 2022

Board of Supervisors
WildBlue Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the WildBlue Community Development District will hold a Regular Meeting on November 21, 2022, immediately following the adjournment of the Continued Landowners' Meeting scheduled to commence at 10:00 a.m., at the offices of Barraco & Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisors [**SEATS 1, 2 & 3**] (*the following to be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2023-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the WildBlue Community Development District, and Providing for an Effective Date

6. Consideration of Transfer of Surface Water Management System Permit from Construction to Operation and Maintenance
 - Consideration of Resolution 2023-03, Expressing its Intent to Accept the Permit for and Operate and Maintain the Water Management System in Accordance with the Same; Providing for Severability and an Effective Date
 - Construction Completion Certification (Environmental Resource Permit No. 36-05075-P)
7. Consideration of Acceptance of Deeds and Easements for Stormwater and Conservation Parcels
 - A. Quit Claim Deed from the WildBlue Master Property Owners Association, Inc.
 - B. Special Warranty Deed for Various Parcels from SD WildBlue, LLC
 - C. Special Warranty Deed for Various Parcels from Lennar Homes, LLC
 - D. Special Warranty Deed for Various Parcels from Pulte Home Company, LLC
 - E. Partial Assignment of Easements from the WildBlue Master Property Owners Association, Inc.
8. Update: Lake Bank Erosion and Retaining Wall Damage Remediation
9. Acceptance of Unaudited Financial Statements as of September 30, 2022
10. Consideration of September 1, 2022 Public Hearing and Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Barraco and Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 1, 2022 at 10:00 A.M.


- QUORUM CHECK

Seat 1		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 2		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 4	Chris Johnson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 5	Russell Smith	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,


Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILDBLUE COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS’ ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners’ meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners’ meeting was held on November 3, 2022 and continued to November 21, 2022, and the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

SEAT	BOARD MEMBER	VOTES
1		
2		
3		

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following term of office:

SEAT	BOARD MEMBER	TERM OF OFFICE
1		__-Year Term
2		__-Year Term
3		__-Year Term

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

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER, 2022.

Attest:

**WILDBLUE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-02

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE WILDBLUE COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Chuck Adams is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Craig Wrathell is appointed Assistant Secretary

2. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21ST DAY OF NOVEMBER, 2022.

ATTEST:

**WILDBLUE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILDBLUE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO ACCEPT THE PERMIT FOR AND OPERATE AND MAINTAIN THE WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH SAME; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the WildBlue Community Development District (“District”) was established by the Lee County, pursuant to Ordinance 17-17 and the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, operate and maintain certain infrastructure including, but not limited to, water management system improvements within or without the boundaries of the District; and

WHEREAS, the District’s improvement plan contemplated the design, construction and/or acquisition, operation and maintenance of certain water management system improvements by the District; and

WHEREAS, at the time the District was established it was intended that the District would operate and maintain the portion of the water management system permitted by the South Florida Water Management District (“SFWMD”), Environmental Resource Permit No. 36-05075-P (the “Water Management System”); and

WHEREAS, pursuant to Resolution 2018-10, the District has been dedicated and accepted easements and maintenance responsibility for the Water Management System; and

WHEREAS, pursuant to Resolution 2018-10, together with motions approved by the District’s Board of Supervisors, the District approved the assignment of portions of the permit for the Water Management System; and

WHEREAS, SFWMD has inspected the Water Management System and issued the Construction Completion Certification Acceptance attached hereto as **Exhibit A**, which converts the permit for the Water Management System from the construction phase to the operation and maintenance phase;

WHEREAS, the District Engineer has provided the certificate attached hereto as **Exhibit B** related to the Water Management System; and

WHEREAS, the Board of Supervisors of the District desires to further express its intent to accept the transfer of the Water Management System permit, and

acknowledgment to be bound by the terms and conditions of such permit, and to operate and maintain the Water Management System in accordance with same.

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

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this resolution.

SECTION 2. OPERATION AND MAINTENANCE OF WATER MANAGEMENT SYSTEM. The Board of Supervisors of the District hereby expresses its intent to accept the transfer of the Water Management System Permit and acknowledgement to be bound by the terms and conditions of such permit, and to operate and maintain the Water Management System in accordance with same. Nothing herein shall predispose or be deemed to determine the means, manner or apportionment of any special assessments, benefit special assessments or maintenance special assessments that may be imposed to fund such operations or maintenance.

SECTION 3. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the TSR Community Development District.

PASSED AND ADOPTED this 21st day of November, 2022.

ATTEST:

**WILDBLUE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Asst. Secretary

Chairman/Vice Chairman

Exhibit A



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

July 25, 2022

Donald Schrottenboer
Alico East Fund, LLC
12800 University Drive, Suite 275
Fort Myers, FL 33907

Delivered via email

Brian Stock
SD Wildblue, LLC
2639 Professional Circle, Suite 101
Naples, FL 34119

Delivered via email

See Distribution List for Additional Recipients

**Subject: Wildblue
Construction Completion Certification (CCC) Acceptance
Environmental Resource Permit (ERP) No. 36-05075-P
Lee County**

Dear Permittees:

The South Florida Water Management District (District) is in receipt of your CCC for the above referenced ERP. Your CCC is accepted and the above referenced ERP is hereby converted from the construction phase to the operation and maintenance phase. The following comments are also included based on recent observations by District Staff:

1. Best management practices shall be utilized in accordance with the Stormwater Pollution Prevention Plan throughout completion of individual lot construction to ensure erosion is not causing sediment to be deposited into the stormwater management system.
2. Throughout completion of individual lot construction rear lot drainage swales shall be graded such that conveyance is in accordance with permitted plans.

This acceptance is based on the District's review of the "As-built Certification and Request for Conversion to Operation Phase", Form 62-330.310(1), and a determination that construction is in substantial conformance with the plans and specifications approved by the District, in accordance with Section 62-330.310, Florida Administrative Code (FAC).

By accepting the Florida registered professional's certification, District staff considers the stormwater management (SWM) system authorized under the above referenced permit/application number(s) to be in compliance with ERP conditions pertaining to the CCC.

The permit transfer request is under review.

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If you have any questions or require additional assistance, please contact Derek Spoerl, E.I. at (239) 338-2929, x7721 or via email at dspoerl@sfwmd.gov.

Sincerely,



Derek Spoerl, E.I.
Engineering Specialist 3, Environmental Resource bureau

eEnclosures: Location Map([180713-10_Exhibit1.0_LocMap.pdf](#))
Final Basin Map ([23372_OVERALL_BASIN_FINAL](#))
Notice of Rights ([Notice of Rights](#))

c: Julie Danielewski, Barraco and Associates, Inc. (E-Mail)

This document is filed in the ePermitting system under Permit Number 36-05075-P via the Application/Permit Section on the Records Search home page

Distribution List

Darin McMurray
Lennar Homes, LLC
10481 Six Mile Cypress
Fort Myers , FL 33966

Delivered via email

Michael Hueniken
Pulte Home Company, LLC
24311 Walden Center Drive
Suite 300
Bonita Springs , FL 34134

Delivered via email

Exhibit B

CERTIFICATE OF DISTRICT ENGINEER

_____, 2022

Board of Supervisors
WildBlue Community Development District

Re: WildBlue Community Development District (Lee County, Florida),
Acquisition of District Property

Ladies and Gentlemen:

Barraco and Associates, Inc., (the “**District Engineer**”), as the District Engineer for the WildBlue Community Development District (the “**District**”) hereby makes the following certifications to the Board of Supervisors of the District in connection with the District’s acquisition of certain improvements and real property within the District (the “**Property**”) and identified on the deeds attached hereto as **Composite Exhibit “A”**.

1. I have reviewed the plans, permits and specifications applicable to the Improvements (as hereinafter defined) and have inspected said Improvements.
2. Any and all drainage improvements or stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes, and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets (collectively, the “**Improvements**”), which are now located on and a part of the Property, were constructed and are completed in accordance with all permits, plans and specifications approved by Lee County and governmental authorities, applicable to such Improvements, and are capable of performing the functions for which they were intended; and
3. Any known plans, permits, and specifications necessary for the operation and maintenance of the Improvements are complete, and have been (or are ready to be) transferred to operations and maintenance status.
4. With this document, I hereby certify that it is appropriate for the District to accept conveyance of Environmental Resource Permit No. 36-05075-P related to improvements on the Property, conveyance of fee title ownership of the Property, and continue operation and maintenance relating to the same.

[Intentionally Blank]

Under penalties of perjury, I certify that I have read the foregoing certificate and that the facts stated in it are true and correct to the best of my knowledge and belief.

Signature

Printed Name

Title

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____ of Barraco and Associates, Inc., [] who is personally known to me or [] who has produced _____ as identification.

Notary Public, State of Florida

Print

Name: _____

Commission

No.: _____

My Commission Expires:

Composite Exhibit A to Certificate of District Engineer

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

Parcel ID Nos.: 17-46-26-L4-U2640.2801; 17-46-26-L4-U2627.2767; and 17-46-26-L4-090L5.00CE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this ____ day of _____ 2022, by **SD WILDBLUE, LLC**, a Florida limited liability company, with a mailing address of 2639 Professional Circle, Suite 101, Naples, Florida 34119 (hereinafter called the “grantor”), in favor of **WILDBLUE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is 9220 Bonita Beach Road, Suite 214, Bonita Springs, Florida 34135 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, further described in **Exhibit A** attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

SD Wildblue, LLC, a Florida limited liability company

Witnesses:

By: _____

Printed Name: _____

Name: _____

Its: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of [] physical presence or [] online notarization
this ____ day of _____ 2022, by _____ as
_____ of SD Wildblue, LLC, a Florida limited liability company, [] who is
personally to me or [] who has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Property

All of TRACTS "C-4," and "C-5," of WILDBLUE, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2017000216031, of the Public Records of Lee County, Florida

All of TRACT "L-5," of WILDBLUE PHASE 1, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2019000066605, of the Public Records of Lee County, Florida

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

Parcel ID Nos.: A portion of 18-46-26-L4-U2531.2759; a portion of 08-46-26-L2-U2712.2986; 19-46-26-L2-080L6.0000; 08-46-26-L1-090L1.00CE; 08-46-26-L1-090L2.00CE; 18-46-26-L1-090L3.00CE; 17-46-26-L1-120L1.0000; 17-46-26-L1-130L1.0000; 08-46-26-L2-130L2.0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this _____ day of _____ 2022, by **LENNAR HOMES, LLC**, a Florida limited liability company, with a mailing address of 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172 (hereinafter called the “grantor”), in favor of **WILDBLUE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is 9220 Bonita Beach Road, Suite 214, Bonita Springs, Florida 34135 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, further described in **Exhibit A** attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Lennar Homes, LLC, a Florida limited liability
company

Witnesses:

By: _____

Name: _____

Printed Name: _____

Its: _____

Name: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization
this _____ day of _____ 2022, by _____ as
_____ of Lennar Homes, LLC, a Florida limited liability company, who is
personally to me or who has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

Property

TRACT "C-1" less and except the North 75 feet, TRACT "C-2" less and except the North 75 feet, and all of Tract "O-6," of WILDBLUE, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2017000216031, of the Public Records of Lee County, Florida

All of TRACT "L-6," of WILDBLUE SOUTHWEST, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2018000256128, of the Public Records of Lee County, Florida

All of TRACTS "L-1," "L-2," and "L-3," of WILDBLUE PHASE 1, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2019000066605, of the Public Records of Lee County, Florida

All of TRACT "L," of WILDBLUE PHASE 1A, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2020000013482, of the Public Records of Lee County, Florida

All of TRACTS "L-1," and "L-2," of WILDBLUE PHASE 2A, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2020000219605, of the Public Records of Lee County, Florida

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

Parcel ID Nos.: 20-46-26-L1-080L1.0000; 19-46-26-L2-080L2.0000; 19-46-26-L2-080L3.0000; 19-46-26-L2-080L4.0000; 19-46-26-L2-080L5.0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this ____ day of _____ 2022, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with a mailing address of 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (hereinafter called the “grantor”), in favor of **WILDBLUE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is 9220 Bonita Beach Road, Suite 214, Bonita Springs, Florida 34135 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, further described in **Exhibit A** attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Pulte Home Company, LLC, a Michigan limited liability company

Witnesses:

By: _____

Name: _____

Printed Name: _____

Its: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization
this _____ day of _____ 2022, by _____ as
_____ of Pulte Home Company, LLC, a Michigan limited liability company,
who is personally to me or who has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Property

All of TRACTS "L-1," "L-2," "L-3," "L-4," and "L-5," of WILDBLUE SOUTHWEST, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2018000256128, of the Public Records of Lee County, Florida

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

7A

PREPARED BY AND RETURN TO:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated this ____ day of _____, 2022, by and from **WILDBLUE MASTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 10481 Six Mile Creek Parkway, Fort Myers, Florida 33966, (hereinafter called the “Grantor”), and the **WILDBLUE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 9220 Bonita Beach Road, Suite 214, Bonita Springs, Florida 34135 (hereinafter called the “Grantee”).

(Whenever used herein the terms “Grantor and Grantee” shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

WHEREAS, Grantor wishes to quit claim its interest in certain land, as more specifically identified and set forth in the attached **Exhibit A** hereto, which by this reference is incorporated herein (“Property”); and

WHEREAS, Grantor hereby determines that execution and delivery of this quit claim deed to Grantee is in Grantor’s best interests.

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby quit-claim unto Grantee forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the Property situate, lying and being in Osceola County, State of Florida, attached hereto as **Exhibit A**.

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behalf of Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

**WILDBLUE MASTER
PROPERTY OWNERS
ASSOCIATION**, a Florida not-for-profit corporation

Print Name: _____

By: _____

Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by _____, as _____ of WildBlue Master Property Owners Association, Inc., a Florida not-for-profit corporation, who [] is personally known to me or has produced _____ as identification.

Notary Public

Exhibit A

Description of the Property

TRACT "C-1" less and except the North 75 feet, TRACT "C-2" less and except the North 75 feet and all of TRACTS "C-4," "C-5," and "O-6," of WILDBLUE, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2017000216031, of the Public Records of Lee County, Florida

All of TRACTS "L-1," "L-2," "L-3," and "L-5," of WILDBLUE PHASE 1, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2019000066605, of the Public Records of Lee County, Florida

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

7B

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

Parcel ID Nos.: 17-46-26-L4-U2640.2801; 17-46-26-L4-U2627.2767; and 17-46-26-L4-090L5.00CE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this ____ day of _____ 2022, by **SD WILDBLUE, LLC**, a Florida limited liability company, with a mailing address of 2639 Professional Circle, Suite 101, Naples, Florida 34119 (hereinafter called the “grantor”), in favor of **WILDBLUE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is 9220 Bonita Beach Road, Suite 214, Bonita Springs, Florida 34135 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, further described in **Exhibit A** attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

Signed, sealed, and delivered
in the presence of:

SD Wildblue, LLC, a Florida limited liability
company

Witnesses:

By: _____

Name: _____

Printed Name: _____

Its: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online
notarization this ____ day of _____ 2022, by _____ as
_____ of SD Wildblue, LLC, a Florida limited liability company,
who is personally to me or who has produced _____ as
identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Property

All of TRACTS "C-4," and "C-5," of WILDBLUE, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2017000216031, of the Public Records of Lee County, Florida

All of TRACT "L-5," of WILDBLUE PHASE 1, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2019000066605, of the Public Records of Lee County, Florida

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

7C

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

Parcel ID Nos.: A portion of 18-46-26-L4-U2531.2759; a portion of 08-46-26-L2-U2712.2986; 19-46-26-L2-080L6.0000; 08-46-26-L1-090L1.00CE; 08-46-26-L1-090L2.00CE; 18-46-26-L1-090L3.00CE; 17-46-26-L1-120L1.0000; 17-46-26-L1-130L1.0000; 08-46-26-L2-130L2.0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this ____ day of _____ 2022, by **LENNAR HOMES, LLC**, a Florida limited liability company, with a mailing address of 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172 (hereinafter called the “grantor”), in favor of **WILDBLUE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is 9220 Bonita Beach Road, Suite 214, Bonita Springs, Florida 34135 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, further described in **Exhibit A** attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Lennar Homes, LLC, a Florida limited
liability company

Witnesses:

By: _____

Name: _____

Printed Name: _____

Its: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online
notarization this ____ day of _____ 2022, by _____ as
_____ of Lennar Homes, LLC, a Florida limited liability company,
who is personally to me or who has produced _____ as
identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Property

TRACT "C-1" less and except the North 75 feet, TRACT "C-2" less and except the North 75 feet, and all of Tract "O-6," of WILDBLUE, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2017000216031, of the Public Records of Lee County, Florida

All of TRACT "L-6," of WILDBLUE SOUTHWEST, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2018000256128, of the Public Records of Lee County, Florida

All of TRACTS "L-1," "L-2," and "L-3," of WILDBLUE PHASE 1, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2019000066605, of the Public Records of Lee County, Florida

All of TRACT "L," of WILDBLUE PHASE 1A, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2020000013482, of the Public Records of Lee County, Florida

All of TRACTS "L-1," and "L-2," of WILDBLUE PHASE 2A, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2020000219605, of the Public Records of Lee County, Florida

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

7D

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

Parcel ID Nos.: 20-46-26-L1-080L1.0000; 19-46-26-L2-080L2.0000; 19-46-26-L2-080L3.0000; 19-46-26-L2-080L4.0000; 19-46-26-L2-080L5.0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this _____ day of _____ 2022, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with a mailing address of 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (hereinafter called the “grantor”), in favor of **WILDBLUE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is 9220 Bonita Beach Road, Suite 214, Bonita Springs, Florida 34135 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, further described in **Exhibit A** attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Pulte Home Company, LLC, a Michigan
limited liability company

Witnesses:

By: _____

Name: _____

Printed Name: _____

Its: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this ____ day of _____ 2022, by _____ as _____ of Pulte Home Company, LLC, a Michigan limited liability company, who is personally to me or who has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Property

All of TRACTS "L-1," "L-2," "L-3," "L-4," and "L-5," of WILDBLUE SOUTHWEST, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2018000256128, of the Public Records of Lee County, Florida

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

7E

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP
P.O. Box 10230
Tallahassee, Florida 323012

PARTIAL ASSIGNMENT OF EASEMENTS

THIS PARTIAL ASSIGNMENT OF EASEMENTS is executed as of this ____ day of _____, 2022, by the **WILDBLUE MASTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 10481 Six Mile Creek Parkway, Fort Myers, Florida 33966 (hereinafter called “Assignor”), in favor of **WILDBLUE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 9220 Bonita Beach Road, Suite 214, Bonita Springs, Florida 34135 (hereinafter called “Assignee”).

W I T N E S S E T H:

That Assignor, for an in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers, and assigns to Assignee the easements described on **Exhibit A** attached hereto.

This Assignment of Easements shall be for the use and benefit of both Assignee and its successors and assigns.

The easement rights granted and assigned herein are not exclusive to Assignee, and Assignor shall be permitted to continue its use of said easements, so long as such use does not unduly interfere with Assignee’s use of said easements.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal the day and year first above written.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Signed, sealed and delivered

WILDBLUE MASTER PROPERTY OWNERS ASSOCIATION, a Florida not-for-profit corporation

Print Name: _____

By: _____
Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by _____, as _____ of WildBlue Master Property Owners Association, Inc., a Florida not-for-profit corporation, who [] is personally known to me or has produced _____ as identification.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Those certain "Access Easements (A.E.)," "Lake Access Easements (L.A.E.)," "Lake Maintenance Easements (L.M.E.)," and "Drainage Easements (D.E.)," on the plat of WILDBLUE PHASE 1, a subdivision according to the plat thereof, as recorded as Official Records Instrument No. 2019000066605, of the Public Records of Lee County, Florida

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2022**

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 322,944	\$ -	\$ -	\$ 322,944
Investments				
Revenue	-	498,015	-	498,015
Reserve	-	697,676	-	697,676
Construction	-	-	92	92
Assessment receivable	38	84	-	122
Utility deposit	400	-	-	400
Prepaid expense	5,988	-	-	5,988
Total assets	<u>\$ 329,370</u>	<u>\$ 1,195,775</u>	<u>\$ 92</u>	<u>\$ 1,525,237</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 97,068	\$ -	\$ -	\$ 97,068
Retainage payable	-	-	433,933	433,933
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>103,068</u>	<u>-</u>	<u>433,933</u>	<u>537,001</u>
Fund balances:				
Restricted for:				
Debt service	-	1,195,775	-	1,195,775
Capital projects	-	-	(433,841)	(433,841)
Unassigned	226,302	-	-	226,302
Total fund balances	<u>226,302</u>	<u>1,195,775</u>	<u>(433,841)</u>	<u>988,236</u>
Total liabilities and fund balances	<u>\$ 329,370</u>	<u>\$ 1,195,775</u>	<u>\$ 92</u>	<u>\$ 1,525,237</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 38	\$ 627,252	\$624,611	100%
Interlocal agreement - Vista Blue	-	-	13,000	0%
Total revenues	<u>38</u>	<u>627,252</u>	<u>637,611</u>	<u>98%</u>
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	48,000	48,000	100%
Legal	3,168	5,776	20,000	29%
Engineering	-	4,405	4,000	110%
Engineering - stormwater analysis	-	4,798	-	N/A
Audit	-	3,000	5,500	55%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	1,000	1,000	100%
Trustee	4,246	4,246	6,500	65%
Telephone	17	200	200	100%
Postage	57	318	500	64%
Printing & binding	42	500	500	100%
Legal advertising	816	1,645	1,200	137%
Annual special district fee	-	175	175	100%
Insurance	-	5,570	5,500	101%
Contingencies/bank charges	-	489	1,200	41%
Website				
Hosting	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>12,429</u>	<u>81,037</u>	<u>95,940</u>	<u>84%</u>
Field operations				
Field management	833	10,000	10,000	100%
Aquatic maintenance	7,546	116,663	70,000	167%
Conservation area maintenance	97,361	266,061	305,000	87%
Conservation area monitoring & reporting	5,286	63,020	69,000	91%
Water level and quality reporting	-	-	26,000	0%
Littoral plant replacements	-	6,017	10,000	60%
Conservation area fence review/repairs	-	734	10,000	7%
Aeration operating supplies	647	5,193	5,000	104%
Contingencies	-	-	10,000	0%
Shoreline/seawall repair and replacements	-	1,350	25,000	5%
Total field operations	<u>111,673</u>	<u>469,038</u>	<u>540,000</u>	<u>87%</u>
Other fees and charges				
Property appraiser	-	673	673	100%
Tax collector	-	976	1,010	97%
Total other fees and charges	<u>-</u>	<u>1,649</u>	<u>1,683</u>	<u>98%</u>
Total expenditures	<u>124,102</u>	<u>551,724</u>	<u>637,623</u>	<u>87%</u>
Excess/(deficiency) of revenues over/(under) expenditures	(124,064)	75,528	(12)	
Fund balances - beginning	350,366	150,774	108,362	
Fund balances - ending	<u>\$226,302</u>	<u>\$ 226,302</u>	<u>\$108,350</u>	

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 84	\$ 1,395,926	\$ 1,392,509	100%
Interest	1,710	4,177	-	N/A
Total revenues	<u>1,794</u>	<u>1,400,103</u>	<u>1,392,509</u>	101%
EXPENDITURES				
Principal	-	445,000	445,000	100%
Interest	-	948,769	948,769	100%
Total expenditures	<u>-</u>	<u>1,393,769</u>	<u>1,393,769</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	1,794	6,334	(1,260)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(87)	-	N/A
Total other financing sources	<u>-</u>	<u>(87)</u>	<u>-</u>	N/A
Net change in fund balances	1,794	6,247	(1,260)	
Fund balances - beginning	1,193,981	1,189,528	1,189,214	
Fund balances - ending	<u>\$ 1,195,775</u>	<u>\$ 1,195,775</u>	<u>\$ 1,187,954</u>	

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 47
Total revenues	-	47
EXPENDITURES		
Capital outlay	-	2,650
Total expenditures	-	2,650
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,603)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	87
Total other financing sources/(uses)	-	87
Fund balances - beginning	(433,841)	(431,325)
Fund balances - ending	\$ (433,841)	\$ (433,841)

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the WildBlue Community Development District held a Public Hearing and Regular Meeting on September 1, 2022 at 10:00 a.m., at the offices of Barraco & Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901.

Present were:

Chris Hasty	Vice Chair
Barry Ernst	Assistant Secretary
Aaron Milosevic	Assistant Secretary
Chris Johnson (via telephone)	Assistant Secretary

Also present, were:

Chuck Adams	District Manager
Wes Haber (via telephone)	District Counsel
Carl Barraco	District Engineer
George Cingle	Resident
Roseann Duffy	Resident
Ron Duffy	Resident
Kristi Houston	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:07 a.m. Supervisors Hasty, Ernst and Milosevic were present, in person. Supervisor Johnson was attending via telephone. Supervisor Smith was not present.

SECOND ORDER OF BUSINESS

Public Comments

Resident George Cingle suggested that the Board incorporate the American flag and the Pledge of Allegiance at meetings. He expressed his disagreement with Mr. Kayne's comment in meeting minutes from a prior meeting that erosion is inevitable. He believes proper engineering could prevent erosion and benefit the community.

39 **THIRD ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year
2022/2023 Budget

40

41

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

43 The proof of publication was included for informational purposes.

44 **B. Consideration of Resolution 2022-06, Relating to the Annual Appropriations and**45 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending**46 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**47 **Date**

48 Mr. Adams presented Resolution 2022-06. He reviewed the proposed Fiscal Year 2023

49 budget, which was unchanged since last presented and keeps assessments flat, year-over-year.

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

51 Resident Roseann Duffy asked Mr. Adams to explain the reduction in the “Conservation

52 area maintenance” line item noted in the minutes from a prior meeting. Mr. Adams stated a

53 contract was recently awarded and overall costs were reduced because monitoring and

54 reporting is less intense than when development began. EarthBalance took over from Sand Hill,

55 the previous environmental contractor. SOLitude is the lake maintenance contractor and

56 manages the lakes.

57 Mr. Cingle asked if the Engineering contract is renewed on an annual basis. Mr. Adams

58 stated it is an ongoing services agreement; fees might be amended from time to time.

59 Ms. Duffy asked where the funds for lake bank erosion repairs come from. Mr. Adams

60 stated the expenses are paid from the assessments levied, including Builder and Developer-

61 owned lots.

62 Ms. Duffy and Mr. Cingle discussed their belief that the Developer should pay for lake

63 erosion issues. Mr. Adams stated the CDD cannot make improvements on private property;

64 CDD improvements will be on lake tracts owned by the CDD. Property owners maintain their

65 private property all the way down to the water’s edge, as part of the Covenants and Deed

66 Restrictions; however, the CDD repairs reoccurring erosion. The CDD is working with the

67 Developer to address similar erosion repairs, where necessary.

68 Erosion and CDD improvements were discussed.

69 Mr. Adams stated the CDD will not make repairs, from the downspouts and down; those
70 repairs need to be addressed with the Developer. The CDD will address erosion repairs at the
71 water's edge and the Builders have committed to solve the problem at new sites but nothing
72 has been discussed for up the bank from there.

73 Mr. Cingle discussed his belief that, while new homes built by Pulte included features
74 designed to eliminate erosion, Pulte should also address issues between existing homes. He felt
75 that a partial solution for new homesites only that does not address past erosion is inadequate
76 and that the entire system needs to be included in the design.

77 Mr. Adams stated that erosion generally begins at the lake's edge and, over time, works
78 its way up the bank; the CDD addressing stormwater runoff will slow the velocity of water's
79 entrance into the lake edge. Mr. Cingle discussed his experience with erosion and issues
80 created by runoff and stated his opinion that the Developer has the responsibility to address
81 the issue. He asked who will guarantee the system will work for existing homeowners.

82 Mr. Barraco stated he met with representatives of the three Builders and proposed
83 some remediation options that were agreed upon. He reiterated that the CDD can only make
84 repairs on CDD property. The Builders and Developers would address those issues but, going
85 forward, the CDD can only address issues within its control. Remediation will not begin until the
86 dry season, when water recedes and work can be done properly. As the CDD performs
87 maintenance, issues will be addressed as they are identified. The CDD cannot go on private
88 property or assign responsibility to the homeowner or the Builder; the CDD can only maintain
89 its facilities and require repairs when CDD facilities are damaged. So far, there is cooperation
90 between the CDD, the Builders and the Developer and it makes no sense to perform lake bank
91 remediation if underlying issues have not been addressed. Issues are addressed on a case-by-
92 case basis and new issues arise every year, such as broken sprinkler heads and pool overflow
93 drains. Awareness of the use of CDD funds is taken into consideration when addressing
94 remediation and maintenance and issues are presented to the appropriate parties. He
95 respectfully disagreed with Mr. Cingle's belief that erosion is preventable, given the powerful
96 forces of nature.

97 Areas of CDD responsibility and issues to be addressed before turnover were discussed.

98 Resident Kristi Huston asked if private homeowners can run French drains down into the
99 lake. Mr. Adams stated the CDD generally does not have an issue with that, provided the CDD
100 approves it in advance to ensure there is no negative impact. Mr. Haber stated homeowners
101 must obtain approval in advance to allow for the Engineer to ensure compliance with permits
102 and work cooperatively with the homeowner.

103 Remediation, water management features and stormwater ponds were discussed.

104 Resident Ron Duffy asked why the Builders are not required to address these issues if
105 the CDD is responsible for the resulting issues. Mr. Barraco stated the stormwater management
106 system was inspected before construction began.

107 Discussion of ongoing construction and the CDD's role in addressing issues ensued.

108 Mr. Barraco stated, during dry season when maintenance is being addressed, the CDD
109 will identify and address the sources of erosion. Mr. Adams noted that enforcement by the
110 Master Association might be necessary.

111 Discussion ensued regarding plant replacements once erosion abatement is complete.

112 Mr. Adams stated the best avenue for homeowners desiring more plantings is to work
113 with the CDD's contractor within the accepted guidelines.

114 Littoral plantings and responsibility for lake management were discussed.

115 **Mr. Haber left the meeting at 10:42 a.m.**

116 Mr. Barraco stated construction completed to date was inspected by the District
117 Engineer, the County and the South Florida Water Management District (SFWMD) to ensure
118 compliance with the plans, including the littorals.

119 Mr. Adams responded to questions about reserves and use of fund balance, and noted
120 that catastrophe response will be covered by excess fund balance.

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

122

123 **On MOTION by Mr. Ernst and seconded by Mr. Milosevic, with all in favor,**
124 **Resolution 2022-06, Relating to the Annual Appropriations and Adopting the**
125 **Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September**
126 **30, 2023; Authorizing Budget Amendments; and Providing an Effective Date,**
127 **was adopted.**

128

129 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2022-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; 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

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141

142 Mr. Adams presented Resolution 2022-07. Although the Resolution outlines an off roll
143 billing component, all assessments are on roll.

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

145 Mr. Cingle asked for the name of the Trustee. Mr. Adams stated U.S. Bank is the Trustee
146 and the Underwriter is FMS Bonds.

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

148

149 **On MOTION by Mr. Ernst and seconded by Mr. Milosevic, with all in favor,**
150 **Resolution 2022-07, Making a Determination of Benefit and Imposing Special**
151 **Assessments for Fiscal Year 2022/2023; Providing for the Collection and**
152 **Enforcement of Special Assessments, Including but Not Limited to Penalties**
153 **and Interest Thereon; Certifying an Assessment Roll; Providing for**
154 **Amendments to the Assessment Roll; Providing a Severability Clause; and**
155 **Providing an Effective Date, was adopted.**

156
157
158

Mr. Haber rejoined the meeting at 10:50 a.m.

159

160 **FIFTH ORDER OF BUSINESS**

Update: Erosion Issues

161
162

This item was discussed during the Third Order of Business.

163 Mr. Adams stated a follow up conference call was held to understand each of the three
164 Builders’ decisions regarding the three options proposed by Mr. Barraco. The options were a
165 spreader berm, installation of erosion material known as “coco mat” and a collection berm with

166 underground piping. Pulte and Stock elected to install coco mat and Lennar elected to install a
167 spreader berm. He discussed the planned remediations and similar approaches and results
168 taken in other CDDs and responded to questions. The CDD will implement spreader berms for
169 repairs for existing Lennar homes at the appropriate time.

170 Discussion ensued regarding erosion observed, timing of repairs and safety issues.

171 Mr. Barraco asked for the exact locations of the issues noted and stated he will inspect
172 these areas. He discussed the differences between the wet and dry seasons and noted that the
173 CDD needs to be informed whenever work is being done at the lake banks.

174 Discussion ensued regarding specific properties to be inspected and remediated.

175

176 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of July 31, 2022**

177

178

179 Mr. Adams presented the Unaudited Financial Statements as of July 31, 2022.

180 The financials were accepted.

181

182 **SEVENTH ORDER OF BUSINESS**

**Consideration of June 2, 2022 Regular
Meeting Minutes**

183

184

185 Mr. Adams presented the June 2, 2022 Regular Meeting Minutes. He stated Mr. Cingle’s
186 comments regarding Mr. Kayne’s comment would be reflected in the meeting minutes of
187 today’s meeting but no adjustment to the previous minutes is needed because the statement
188 was accurate as it was made.

189

190 **On MOTION by Mr. Milosevic and seconded by Mr. Ernst, with all in favor, the**
191 **June 2, 2022 Regular Meeting Minutes, as presented, were approved.**

192

193

194 **EIGHTH ORDER OF BUSINESS**

Staff Reports

195

196 **A. District Counsel: *Kutak Rock LLP***

197 Mr. Cingle asked how Board seats will be filled when the terms expire. Mr. Adams stated
198 that 2024 will be the first year that two Seats go to the General Election process and one seat

199 will be Landowner-elected. Information regarding the upcoming Landowners’ Election in
200 November is published on the CDD website. A Landowner can cast one vote per lot or per acre,
201 per Seat. Nominations and votes will be made at the Landowners’ Meeting and proxy forms are
202 also available. The standard term is four years.

203 **B. District Engineer: *Barraco and Associates, Inc.***

204 There was no report.

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

206 Mr. Adams stated the Stormwater Management Needs Analysis Report was filed before
207 the deadline.

- 208 • **NEXT MEETING DATE: October 6, 2022 at 10:00 A.M.**

- 209 ○ **QUORUM CHECK**

210 The next meeting will be held on October 6, 2022, unless canceled.

211

212 **NINTH ORDER OF BUSINESS** **Board Members’ Comments/Requests**

213

214 There were no Board Members’ comments or requests.

215

216 **TENTH ORDER OF BUSINESS** **Public Comments**

217

218 Regarding the CDD assessments, Mr. Cingle suggested the CDD help residents
219 understand what the assessment includes, particularly, the debt service portion of the
220 assessment. Mr. Adams suggested he direct residents to the CDD website and the last page of
221 the budget, which shows detailed information regarding the budget and assessments. The CDD
222 does disseminate information, via the HOA, and another Town Hall meeting might be scheduled
223 in early 2023 to coincide with the grand opening.

224

225 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

226

227

228 **On MOTION by Mr. Milosevic and seconded by Mr. Ernst, with all in favor, the**
229 **meeting adjourned at 11:14 a.m.**

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237

Secretary/Assistant Secretary

Chair/Vice Chair

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

WILDBLUE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

offices of Barraco and Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2022 CANCELED	Regular Meeting	10:00 AM
November 3, 2022	Landowners' Meeting	10:00 AM
November 3, 2022 CANCELED	Regular Meeting	10:00 AM
November 21, 2022	Continued Landowners' Meeting & Regular Meeting	10:00 AM
December 1, 2022	Regular Meeting	10:00 AM
January 5, 2023	Regular Meeting	10:00 AM
February 2, 2023	Regular Meeting	10:00 AM
March 2, 2023	Regular Meeting	10:00 AM
April 6, 2023	Regular Meeting	10:00 AM
May 4, 2023	Regular Meeting	10:00 AM
June 1, 2023	Regular Meeting	10:00 AM
July 6, 2023	Regular Meeting	10:00 AM
August 3, 2023	Regular Meeting	10:00 AM
September 7, 2023	Regular Meeting	10:00 AM