

WOODCREEK

COMMUNITY DEVELOPMENT DISTRICT

April 28, 2023

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Woodcreek 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

April 21, 2023

Board of Supervisors
Woodcreek Community Development District

Dear Board Members:

The Board of Supervisors of the Woodcreek Community Development District will hold a Regular Meeting on April 28, 2023 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
 - Consideration of Retention and Fee Agreement
4. Consideration of Resolution 2023-03, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2023-04, Appointing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2023-05, Ratifying, Confirming, and Approving the Sale of the Woodcreek Community Development District Capital Improvement Revenue Bonds, Series 2022 (Assessment Area One); Ratifying, Confirming, And Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Woodcreek Community Development District Capital Improvement Revenue Bonds, Series 2022 (Assessment Area One); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Woodcreek Community Association, Inc., CDD/HOA Maintenance Agreement
8. Acceptance of Unaudited Financial Statements as of March 31, 2023

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: Meeting Time and Location

9. Approval of October 5, 2022 Regular Meeting Minutes

10. Staff Reports

A. District Counsel: *Kutak Rock LLP*

B. District Engineer (Interim): *WRA Engineering, LLC*

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

- _____ Registered Voters in District as of April 15, 2023
- NEXT MEETING DATE: May 26, 2023 at 10:00 AM, or immediately following the adjournment of the Avalon Park West CDD and Summerstone CDD meetings

○ QUORUM CHECK

SEAT 1	CHRISTIAN COTTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARK ROSCOE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	RYAN ZOOK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ANDRE CARMACK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,



Cindy Carbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 131 733 0895

WOODCREEK

COMMUNITY DEVELOPMENT DISTRICT

3

Woodcreek Community Development District
c/o Craig Wrathell and
Christian Cotter
Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com
christiancotter@forestar.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

/s/ Jere Earlywine

Instructions

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.



For the Client

**KUTAK ROCK LLP
FEE AGREEMENT FOR
WOODCREEK CDD**

I. PARTIES

THIS FEE AGREEMENT ("Fee Agreement") is made and entered into by and between the following parties, and supersedes on a going forward basis any prior fee agreement between the parties:

A. Woodcreek Community Development District ("Client")
c/o Wrathell, Hunt and Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

B. Kutak Rock LLP ("KUTAK")
107 West College Avenue (32301)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

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

A. The Client agrees to employ and retain KUTAK as its attorney and legal representative for all legal matters involving the District.

B. KUTAK accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. FEES

The Client agrees to compensate KUTAK for services rendered regarding any matters covered by this Fee Agreement according to the hourly billing rates for individual KUTAK lawyers set forth herein, plus actual expenses incurred by KUTAK in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). For Calendar Year 2023, hourly rates will be \$295 per hour for shareholders, \$265 per hour associates, \$235 per hour for contract attorneys and \$190 per hour for paralegals. All hourly rates will be increased annually by \$10 per hour. To the extent that the District issues bonds during Calendar Year 2023, KUTAK will provide issuer's counsel services under a flat fee of \$38,000 per bond issuance. This flat fee will be increased annually by \$1,000 per year.

IV. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by KUTAK will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by KUTAK for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KUTAK may

confidentially destroy or shred the Client File, unless KUTAK is provided a written request from the Client requesting return of the Client File, to which KUTAK will return the Client File at Client's expense.

V. DEFAULT

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

VI. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business.

VII. EXECUTION OF FEE AGREEMENT

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

VIII. ENTIRE CONTRACT

This Fee Agreement constitutes the entire agreement between the parties.

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

By:  _____

Jere L. Earlywine

Its: _____

Date: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY

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

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

Photocopying and Printing. In-house photocopying and printing is charged at \$0.05 per page, which is less than actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the Client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The Client is responsible for notifying the firm of any particular billing arrangements or procedures which the Client requires of the consultant.

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

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

WOODCREEK

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WOODCREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Woodcreek Community Development District (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

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

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____
HOUR: _____
LOCATION: Avalon Park West Amenity Center
5060 River Glen Boulevard
Wesley Chapel, Florida 33545

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

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

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

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

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

PASSED AND ADOPTED THIS 28TH DAY OF APRIL, 2023.

ATTEST:

**WOODCREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2023/2024 Proposed Budget

Exhibit A: FY 2023/2024 Proposed Budget

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1-2
Definitions of General Fund Expenditures	3-4

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 29,169
Allowable discounts (4%)	-				(1,167)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	28,002
Assessment levy: off-roll	-	-	-	-	106,878
Landowner contribution	97,490	28,597	73,147	101,744	-
Total revenues	<u>97,490</u>	<u>28,597</u>	<u>73,147</u>	<u>101,744</u>	<u>134,880</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	22,000	26,000	48,000	48,000
Legal	25,000	-	25,000	25,000	25,000
Engineering	2,000	1,380	620	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	1,500
Dissemination agent	1,000	417	583	1,000	2,000
Trustee	5,500	-	5,500	5,500	10,000
Telephone	200	100	100	200	200
Postage	500	53	447	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,700	449	1,251	1,700	1,700
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	345	155	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Property appraiser	-	1,450	-	1,450	-
Tax collector	-	-	-	-	583
Total professional & administrative	<u>97,490</u>	<u>31,619</u>	<u>66,821</u>	<u>98,440</u>	<u>104,573</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(3,022)	6,326	3,304	30,307

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
Fund balance - beginning (unaudited)	-	(3,304)	(6,326)	(3,304)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	30,268
Unassigned	-	(6,326)	-	-	39
Fund balance - ending	<u>\$ -</u>	<u>\$ (6,326)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 30,307</u>

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

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	10,000
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,700
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	583
Total expenditures	<u><u>\$ 104,573</u></u>

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 288,547
Allowable discounts (4%)	-				(11,542)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	277,005
Assessment levy: off-roll	-	-	109,205	109,205	-
Interest	-	2,246	-	2,246	-
Total revenues	-	2,246	109,205	111,451	277,005
EXPENDITURES					
Debt service					
Principal	-	-	-	-	50,000
Interest	-	-	92,218	92,218	218,410
Tax collector	-	-	-	-	5,771
Underwriter's discount	-	41,635	-	41,635	-
Cost of issuance	-	149,990	-	149,990	-
Total expenditures	-	191,625	92,218	283,843	274,181
Excess/(deficiency) of revenues over/(under) expenditures	-	(189,379)	16,987	(172,392)	2,824
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	404,285	-	404,285	-
Premium	-	21,600	-	21,600	-
Total other financing sources/(uses)	-	425,885	-	425,885	-
Net increase/(decrease) in fund balance	-	236,506	16,987	253,493	2,824
Fund balance:					
Beginning fund balance (unaudited)	-	-	236,506	-	253,493
Ending fund balance (projected)	\$ -	\$ 236,506	\$ 253,493	\$ 253,493	256,317
Use of fund balance:					
Debt service reserve account balance (required)					(135,618)
Interest expense - November 1, 2024					(108,018)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 12,681</u>

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/23		4.750%	92,217.56	92,217.56	3,785,000.00
11/01/23			109,205.00	109,205.00	3,785,000.00
05/01/24	50,000.00	4.750%	109,205.00	159,205.00	3,735,000.00
11/01/24			108,017.50	108,017.50	3,735,000.00
05/01/25	55,000.00	4.750%	108,017.50	163,017.50	3,680,000.00
11/01/25			106,711.25	106,711.25	3,680,000.00
05/01/26	55,000.00	4.750%	106,711.25	161,711.25	3,625,000.00
11/01/26			105,405.00	105,405.00	3,625,000.00
05/01/27	60,000.00	4.750%	105,405.00	165,405.00	3,565,000.00
11/01/27			103,980.00	103,980.00	3,565,000.00
05/01/28	60,000.00	5.200%	103,980.00	163,980.00	3,505,000.00
11/01/28			102,420.00	102,420.00	3,505,000.00
05/01/29	65,000.00	5.200%	102,420.00	167,420.00	3,440,000.00
11/01/29			100,730.00	100,730.00	3,440,000.00
05/01/30	70,000.00	5.200%	100,730.00	170,730.00	3,370,000.00
11/01/30			98,910.00	98,910.00	3,370,000.00
05/01/31	75,000.00	5.200%	98,910.00	173,910.00	3,295,000.00
11/01/31			96,960.00	96,960.00	3,295,000.00
05/01/32	75,000.00	5.200%	96,960.00	171,960.00	3,220,000.00
11/01/32			95,010.00	95,010.00	3,220,000.00
05/01/33	80,000.00	5.700%	95,010.00	175,010.00	3,140,000.00
11/01/33			92,730.00	92,730.00	3,140,000.00
05/01/34	85,000.00	5.700%	92,730.00	177,730.00	3,055,000.00
11/01/34			90,307.50	90,307.50	3,055,000.00
05/01/35	90,000.00	5.700%	90,307.50	180,307.50	2,965,000.00
11/01/35			87,742.50	87,742.50	2,965,000.00
05/01/36	95,000.00	5.700%	87,742.50	182,742.50	2,870,000.00
11/01/36			85,035.00	85,035.00	2,870,000.00
05/01/37	100,000.00	5.700%	85,035.00	185,035.00	2,770,000.00
11/01/37			82,185.00	82,185.00	2,770,000.00
05/01/38	110,000.00	5.700%	82,185.00	192,185.00	2,660,000.00
11/01/38			79,050.00	79,050.00	2,660,000.00
05/01/39	115,000.00	5.700%	79,050.00	194,050.00	2,545,000.00
11/01/39			75,772.50	75,772.50	2,545,000.00
05/01/40	120,000.00	5.700%	75,772.50	195,772.50	2,425,000.00
11/01/40			72,352.50	72,352.50	2,425,000.00
05/01/41	130,000.00	5.700%	72,352.50	202,352.50	2,295,000.00
11/01/41			68,647.50	68,647.50	2,295,000.00
05/01/42	135,000.00	5.700%	68,647.50	203,647.50	2,160,000.00
11/01/42			64,800.00	64,800.00	2,160,000.00
05/01/43	145,000.00	6.000%	64,800.00	209,800.00	2,015,000.00
11/01/43			60,450.00	60,450.00	2,015,000.00
05/01/44	150,000.00	6.000%	60,450.00	210,450.00	1,865,000.00
11/01/44			55,950.00	55,950.00	1,865,000.00
05/01/45	160,000.00	6.000%	55,950.00	215,950.00	1,705,000.00
11/01/45			51,150.00	51,150.00	1,705,000.00
05/01/46	170,000.00	6.000%	51,150.00	221,150.00	1,535,000.00

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/46			46,050.00	46,050.00	1,535,000.00
05/01/47	180,000.00	6.000%	46,050.00	226,050.00	1,355,000.00
11/01/47			40,650.00	40,650.00	1,355,000.00
05/01/48	195,000.00	6.000%	40,650.00	235,650.00	1,160,000.00
11/01/48			34,800.00	34,800.00	1,160,000.00
05/01/49	205,000.00	6.000%	34,800.00	239,800.00	955,000.00
11/01/49			28,650.00	28,650.00	955,000.00
05/01/50	220,000.00	6.000%	28,650.00	248,650.00	735,000.00
11/01/50			22,050.00	22,050.00	735,000.00
05/01/51	230,000.00	6.000%	22,050.00	252,050.00	505,000.00
11/01/51			15,150.00	15,150.00	505,000.00
05/01/52	245,000.00	6.000%	15,150.00	260,150.00	260,000.00
11/01/52			7,800.00	7,800.00	260,000.00
05/01/53	260,000.00	6.000%	7,800.00	267,800.00	-
Total	3,785,000.00		4,469,560.06	8,254,560.06	

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

On-Roll Assessments (Series 2022 Bonds)					
Product/Parcel	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
Villas 35'	80	148.82	1,063.18	1,212.00	n/a
SF 50'	58	148.82	1,594.77	1,743.59	n/a
SF 60'	58	148.82	1,913.73	2,062.55	n/a
Total	196				

WOODCREEK

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WOODCREEK COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Woodcreek 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 Pasco County, Florida; and

WHEREAS, the District's Board of Supervisors desires to appoint and remove Officers of the District.

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

SECTION 1. The following are appointed as Officers of the District:

Cindy Cerbone Assistant Secretary

Jamie Sanchez Assistant Secretary

SECTION 2. The following Offices shall be removed as Officer.

Kristen Suit Assistant Secretary

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 28TH DAY OF APRIL, 2023.

ATTEST:

WOODCREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WOODCREEK

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WOODCREEK COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE WOODCREEK COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022 (ASSESSMENT AREA ONE); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE WOODCREEK COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022 (ASSESSMENT AREA ONE); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Woodcreek Community Development District (“District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Capital Improvement Revenue Bonds, Series 2022 (Assessment Area One), in the par amount of \$3,785,000 (“Series 2022 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2022 Bonds on November 29, 2022; and

WHEREAS, as prerequisites to the issuance of the Series 2022 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2022 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2022 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2022 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and

affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2022 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2022 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of April, 2023.

ATTEST:

**WOODCREEK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WOODCREEK

COMMUNITY DEVELOPMENT DISTRICT

7

Page 1 of 8
CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2023, by and between:

Woodcreek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Woodcreek Community Association, Inc., a Florida not-for-profit corporation, whose address is c/o 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750 ("**Association**").

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work, including the scope of the Work, shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- G. **Billing.** Association, on behalf of the District, shall be solely responsible for the budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.

- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- I. **Reporting.**
- i. The Association agrees to meet with the District's representative at the District's request no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.
 - ii. The Association shall provide to the District copies of all contracts and amendments thereto for the Work (e.g., aquatics maintenance contract, landscape maintenance contract, wetlands maintenance contract, etc.).
 - iii. The Association shall require that contractors provide – and shall provide to the District – periodic reports (at least once per quarter) describing the Work being performed and the status of any items of concern.
 - iv. The Association on an annual basis and prior to February 1 of each year shall provide a report to the District that: (a) describes the Work performed during the past year, (b) identifies all contractors used in the past year to perform the Work, (c) details the amounts spent to perform the Work during the past year, (d) provides the anticipated budget and the projected fee collection to support such budget, subject to the reasonable approval of the District, to perform the Work in the upcoming year, and (e) identifies any items of current or future concern reasonably known to the Association and related to the Work and/or the District's property.

SECTION 3. COMPENSATION. The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, 2023 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. INSURANCE. The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, industry standard Worker's Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance. The District shall be an additional insured under all such insurance.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District.

SECTION 14. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 18. 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 the District and the Association.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. 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 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of

any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 22. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Pasco County, Florida.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association

participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 26. 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.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

WOODCREEK COMMUNITY DEVELOPMENT DISTRICT

By: _____

Its: _____

WOODCREEK COMMUNITY ASSOCIATION, INC.

By: _____

Its: _____

DRAFT

EXHIBIT A: Scope of Work

Page 8 of 8
EXHIBIT A
SCOPE OF WORK

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District improvements:

- **Roadway, Hardscape & Landscape, Stormwater and Wetland Improvements** – All roadway, hardscape/landscape, stormwater and wetland improvements within Tracts B-1, B-2, B-3, B-4, B-5, R, and L, and within all Drainage Easements as identified on the plat entitled *Wyndfields Phases 1A and 1A1*, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida.

MAINTENANCE PROGRAM

- **Roadways** - On an annual or more frequent basis, HOA will hire a licensed engineer to conduct a visual inspection of roadway improvements and to ensure that no dangerous conditions exist, and HOA shall maintain and repair the improvements as needed.
- **Hardscaping** - On an annual or more frequent basis, HOA will hire a licensed engineer to conduct a visual inspection of hardscape improvements and to ensure that no dangerous conditions exist, and HOA shall maintain and repair the improvements as needed. Also, on an annual or more frequent basis, HOA shall conduct power washing of all hardscape improvements.
- **Landscaping & Common Areas**
 - HOA shall conduct common mowing of the District common areas and lake banks (every other week from March 1 through November 1, and once per month from November 1 through March 1).
 - HOA shall conduct weeding, edging and tree trimming on an as needed basis.
 - HOA shall provide pest control, fertilizer and mulch to all common area flower/tree beds and other landscaping on a schedule necessary to meet community standards.
- **Stormwater Structures** - On an annual or more frequent basis, HOA will hire a licensed engineer to conduct a visual inspection of stormwater improvements and to ensure that no dangerous conditions exist and that the system is operating in accordance with permit conditions. HOA shall maintain and repair the improvements as needed.
- **Aquatics** - On a monthly basis, HOA shall conduct any monitoring, treatment and maintenance of the stormwater ponds to meet permit requirements and ensure that the ponds are maintained in a manner consistent with community standards.
- **Conservation** - On a schedule necessary to meet the applicable District permit requirements, HOA shall conduct any monitoring and maintenance of any conservation / mitigation areas – including removal of nuisance / exotic species – to ensure that the District is in compliance with applicable permit requirements.

WOODCREEK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 5,300	\$ -	\$ -	\$ 5,300
Investments				
Reserve	-	135,618	-	135,618
Capitalized interest	-	94,403	-	94,403
Cost of issuance	-	6,487	-	6,487
Due from Landowner	6,326	-	-	6,326
Total assets	<u>\$ 11,626</u>	<u>\$ 236,508</u>	<u>\$ -</u>	<u>\$ 248,134</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 5,626	\$ -	\$ -	\$ 5,626
Due to Landowner	-	1,560	-	1,560
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>11,626</u>	<u>1,560</u>	<u>-</u>	<u>13,186</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	6,326	-	-	6,326
Total deferred inflows of resources	<u>6,326</u>	<u>-</u>	<u>-</u>	<u>6,326</u>
Fund balances:				
Restricted for:				
Debt service	-	234,948	-	234,948
Unassigned	(6,326)	-	-	(6,326)
Total fund balances	<u>(6,326)</u>	<u>234,948</u>	<u>-</u>	<u>228,622</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 11,626</u>	<u>\$ 236,508</u>	<u>\$ -</u>	<u>\$ 248,134</u>

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 4,225	\$ 28,597	\$ 97,490	29%
Total revenues	<u>4,225</u>	<u>28,597</u>	<u>97,490</u>	29%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	22,000	48,000	46%
Legal	-	-	25,000	0%
Engineering	37	1,380	2,000	69%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	417	1,000	42%
Trustee*	-	-	5,500	0%
Telephone	16	100	200	50%
Postage	53	53	500	11%
Printing & binding	42	250	500	50%
Legal advertising	-	449	1,700	26%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	345	500	69%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,231</u>	<u>30,169</u>	<u>97,490</u>	31%
Other fees & charges				
Property appraiser	750	1,450	-	N/A
Total other fees & charges	<u>750</u>	<u>1,450</u>	<u>-</u>	N/A
Total expenditures	<u>4,981</u>	<u>31,619</u>	<u>97,490</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	(756)	(3,022)	-	
Fund balances - beginning	(5,570)	(3,304)	-	
Fund balances - ending	<u>\$ (6,326)</u>	<u>\$ (6,326)</u>	<u>\$ -</u>	

*These items will be realized after the issuance of bonds.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 730	\$ 2,247
Total revenues	730	2,247
EXPENDITURES		
Cost of issuance	-	150,381
Total expenditures	-	150,381
Excess/(deficiency) of revenues over/(under) expenditures	730	(148,134)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	404,285
Premium	-	21,600
Underwriter's discount	-	(41,635)
Total other financing sources	-	384,250
Net change in fund balances	730	236,116
Fund balances - beginning	234,218	(1,168)
Fund balances - ending	\$ 234,948	\$ 234,948

**WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	-	<u>3,380,715</u>
Total expenditures	<u>-</u>	<u>3,380,715</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	(3,380,715)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	<u>3,380,715</u>
Total other financing sources/(uses)	<u>-</u>	<u>3,380,715</u>
 Net change in fund balances	-	-
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>

WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
WOODCREEK COMMUNITY DEVELOPMENT DISTRICT**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

The Board of Supervisors of the Woodcreek Community Development District held a Regular Meeting on October 5, 2022 at 11:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present at the meeting were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Ryan Zook	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Joe Cimino (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:01 a.m. The Oath of Office was administered to Mr. Zook prior to today's meeting.

Supervisors Moulton, Cotter, and Zook were present in person. Supervisors Roscoe and Carmack were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor Ryan Zook (*the following will be provided in a separate package*)

Ms. Suit reiterated that the Oath of Office was administered to Mr. Zook prior to the meeting. Having served on several CDD Boards, Mr. Zook was familiar with the following:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Chapter 190, Florida Statutes**
- D. Financial Disclosure Forms**

- 41 I. Form 1: Statement of Financial Interests
- 42 II. Form 1X: Amendment to Form 1, Statement of Financial Interests
- 43 III. Form 1F: Final Statement of Financial Interests
- 44 E. Form 8B: Memorandum of Voting Conflict

45

46 **FOURTH ORDER OF BUSINESS**

47 Consideration of Resolution 2023-01,
48 Delegating to the Chairman of the Board of
49 Supervisors of Woodcreek Community
50 Development District (the "District") the
51 Authority to Approve the Sale, Issuance
52 and Terms of Sale of Woodcreek
53 Community Development District Capital
54 Improvement Revenue Bonds, Series 2022
55 (Assessment Area One), as a Single Series
56 of Bonds Under the Master Trust Indenture
57 (the "Series 2022 Bonds") in Order to
58 Finance the Assessment Area One Project;
59 Establishing the Parameters for the
60 Principal Amounts, Interest Rates,
61 Maturity Dates, Redemption Provisions
62 and Other Details Thereof; Approving the
63 Form of and Authorizing the Chairman to
64 Accept the Bond Purchase Contract for the
65 Series 2022 Bonds; Approving a Negotiated
66 Sale of the Series 2022 Bonds to the
67 Underwriter; Approving the Forms of the
68 Master Trust Indenture and First
69 Supplemental Trust Indenture and
70 Authorizing the Execution and Delivery
71 Thereof by Certain Officers of the District;
72 Appointing a Trustee, Paying Agent and
73 Bond Registrar for the Series 2022 Bonds;
74 Approving the Form of the Series 2022
75 Bonds; Approving the Form of and
76 Authorizing the Use of the Preliminary
77 Limited Offering Memorandum and
78 Limited Offering Memorandum Relating to
79 the Series 2022 Bonds; Approving the Form
80 of the Continuing Disclosure Agreement
81 Relating to the Series 2022 Bonds;
82 Authorizing Certain Officers of the District
83 to Take All Actions Required and to
84 Execute and Deliver All Documents,
85 Instruments and Certificates Necessary in
Connection with the Issuance, Sale and

86 Delivery of the Series 2022 Bonds;
 87 Authorizing the Vice Chairman and
 88 Assistant Secretaries to Act in the Stead of
 89 the Chairman or the Secretary, as the Case
 90 May Be; Specifying the Application of the
 91 Proceeds of the Series 2022 Bonds;
 92 Authorizing Certain Officers of the District
 93 to Take All Actions and Enter into All
 94 Agreements Required in Connection With
 95 the Acquisition and Construction of the
 96 Assessment Area One Project; and
 97 Providing an Effective Date
 98

99 Mr. Earlywine presented Resolution 2023-01, also known as the Delegated Award
 100 Resolution, which accomplishes the following:

- 101 ➤ Authorizes the sale of the bonds.
- 102 ➤ Approves the various forms of documents including the Purchase Contract, Master and
 103 Supplemental Trust Indentures, Preliminary Offering Memorandum and the Continuing
 104 Disclosure Agreement.
- 105 ➤ Sets forth the terms and parameters for the sale of the bonds.

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2023-01, Delegating to the Chairman of the Board of Supervisors of Woodcreek Community Development District (the "District") the Authority to Approve the Sale, Issuance and Terms of Sale of Woodcreek Community Development District Capital Improvement Revenue Bonds, Series 2022 (Assessment Area One), as a Single Series of Bonds Under the Master Trust Indenture (the "Series 2022 Bonds") in Order to Finance the Assessment Area One Project; Establishing the Parameters for the Principal Amounts, Interest Rates, Maturity Dates, Redemption Provisions and Other Details Thereof; Approving the Form of and Authorizing the Chairman to Accept the Bond Purchase Contract for the Series 2022 Bonds; Approving a Negotiated Sale of the Series 2022 Bonds to the Underwriter; Approving the Forms of the Master Trust Indenture and First Supplemental Trust Indenture and Authorizing the Execution and Delivery Thereof by Certain Officers of the District; Appointing a Trustee, Paying Agent and Bond Registrar for the Series 2022 Bonds; Approving the Form of the Series 2022 Bonds; Approving the Form of and Authorizing the Use of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum Relating to the Series 2022 Bonds; Approving the Form of the Continuing Disclosure Agreement Relating to the Series 2022 Bonds; Authorizing Certain Officers of the District to Take All Actions Required and to Execute and Deliver All Documents, Instruments and Certificates Necessary in Connection with the Issuance, Sale and Delivery of the Series 2022 Bonds;

129
130
131
132
133
134

Authorizing the Vice Chairman and Assistant Secretaries to Act in the Stead of the Chairman or the Secretary, as the Case May Be; Specifying the Application of the Proceeds of the Series 2022 Bonds; Authorizing Certain Officers of the District to Take All Actions and Enter into All Agreements Required in Connection With the Acquisition and Construction of the Assessment Area One Project; and Providing an Effective Date, was adopted.

135
136

FIFTH ORDER OF BUSINESS

Presentation of Supplemental Engineer’s Report

138
139

140 Mr. Cimino presented the First Supplemental Engineer’s Report dated October 3, 2022
141 and noted that Phases 1A and 1A1 are proceeding; the Supplemental Report shows the costs to
142 bring them online. Initial up-front costs make the first phase more expensive, as the master
143 infrastructure is put in place.

144

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Supplemental Engineer’s Report, in substantial form, was approved.

145
146

147
148

SIXTH ORDER OF BUSINESS

Presentation of Supplemental Special Assessment Methodology Report

150
151

152 Ms. Suit presented the First Supplemental Special Assessment Methodology Report
153 dated October 5, 2022, including the development program, the Capital Improvement Plan
154 (CIP), financing program, par amount of bonds, types of bonds proposed, Developer
155 contribution, True-up Mechanism and the Appendix Tables. She noted the following:

156
157
158
159
160
161
162
163
164
165

- Phases 1A1 and 1A account for approximately 80.48 acres within the CDD.
- At the time of the writing of the Assessment Report, the total cost of the public improvements is estimated at \$32,390,000, with the actual cost of the 2022 Project at \$9,648,750 and the cost of the Future Phases estimated at \$22,741,250.
- The estimated principal amount to be issued is \$3,880,000.
- The current development plan anticipates 876 residential units developed in two or more phases with Phases 1A1 and 1A consisting of a total of 196 residential units.
- With the bonds funding approximately \$3,357,090 in costs for the 2022 Project, the Developer is anticipated to fund improvements valued at an estimated \$6,291,660, which will not be funded with the proceeds of the Series 2022 bonds.

166 ➤ The total par amount of bonds, including the cost of financing, capitalized interest and
167 debt service reserve, will be \$3,880,000.

168

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the
170 First Supplemental Special Assessment Methodology Report dated October 5,
171 2022, in substantial form, was approved.**

172

173

174 SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-02,
Setting Forth the Specific Terms of the
District’s Special Assessment Revenue
Bonds, Series 2022; Making Certain
Additional Findings and Confirming and/or
Adopting a Supplemental Engineer’s
Report and a Supplemental Assessment
Report; Delegating Authority to Prepare
Final Reports and Update this Resolution;
Confirming the Maximum Assessment Lien
Securing the Bonds; Addressing the
Allocation and Collection of the
Assessments Securing the Bonds;
Addressing Prepayments; Addressing True-
Up Payments; Providing for the
Supplementation of the Improvement Lien
Book; and Providing for Conflicts,
Severability and an Effective Date

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193 Mr. Earlywine presented Resolution 2023-02. This Resolution authorizes the final levying
194 of assessments consistent with the Delegated Award Resolution and the aforementioned
195 Reports.

196

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,
198 Resolution 2023-02, Setting Forth the Specific Terms of the District’s Special
199 Assessment Revenue Bonds, Series 2022; Making Certain Additional Findings
200 and Confirming and/or Adopting a Supplemental Engineer’s Report and a
201 Supplemental Assessment Report; Delegating Authority to Prepare Final
202 Reports and Update this Resolution; Confirming the Maximum Assessment Lien
203 Securing the Bonds; Addressing the Allocation and Collection of the
204 Assessments Securing the Bonds; Addressing Prepayments; Addressing True-
205 Up Payments; Providing for the Supplementation of the Improvement Lien
206 Book; and Providing for Conflicts, Severability and an Effective Date, and
207 authorizing the Chair to execute, was adopted.**

197

198

199

200

201

202

203

204

205

206

207

208

209
210
211
212
213
214
215
216
217
218
219
220

EIGHTH ORDER OF BUSINESS

Consideration of Forms of Issuer’s Counsel Documents

Mr. Earlywine presented the following:

- A. **Collateral Assignment Agreement**
- B. **Completion Agreement**
- C. **Declaration of Consent**
- D. **Disclosure of Public Finance**
- E. **Notice of Special Assessments**
- F. **True-Up Agreement**

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Collateral Assignment Agreement, Completion Agreement, Declaration of Consent, Disclosure of Public Finance, Notice of Special Assessments and True-Up Agreement, all in substantial form, were approved.

225
226

NINTH ORDER OF BUSINESS

Consideration of Acquisition of Work Product and Improvements

Mr. Earlywine stated Mr. Cimino has been very helpful with the turnover of improvements; over \$6 million in improvements are completed.

232

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Acquisition of Work Product and Improvements, in an amount not to exceed the amount indicated in the Engineer’s Report, and subject to preparation of the necessary documents by District Staff, and authorizing the Chair to execute, was approved.

238
239

TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of August 31, 2022

Ms. Suit presented the Unaudited Financial Statements as of August 31, 2022.

244

On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, the Unaudited Financial Statements as of August 31, 2022, were accepted.

247
248

249 **ELEVENTH ORDER OF BUSINESS**

**Approval of August 3, 2022 Public Hearings
and Regular Meeting Minutes**

250
251
252
253

Ms. Suit presented the August 3, 2022 Public Hearings and Regular Meeting Minutes.

On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, the August 3, 2022 Public Hearings and Regular Meeting Minutes, as presented, were approved.

254
255
256
257
258

259 **TWELFTH ORDER OF BUSINESS**

Staff Reports

260
261

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

There was no report.

262
263

B. District Engineer (Interim): *WRA Engineering, LLC*

There was no report.

264
265

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

- **NEXT MEETING DATE: November 2, 2022 at 11:00 AM**

- **QUORUM CHECK**

The November 2, 2022 is being canceled.

The next meeting will be coordinated with the Chair.

266
267
268
269
270

271 **THIRTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

There were no Board Members' comments or requests.

272
273
274

275 **FOURTEENTH ORDER OF BUSINESS**

Public Comments

No members of the public spoke.

276
277
278

279 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the meeting adjourned at 11:12 a.m.

280
281
282
283

284
285
286
287
288
289

Secretary/Assistant Secretary

Chair/Vice Chair

WOODCREEK
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

WOODCREEK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2022	Regular Meeting	11:00 AM
November 2, 2022 CANCELED	Regular Meeting	11:00 AM
December 7, 2022 CANCELED	Regular Meeting	11:00 AM
January 4, 2023 CANCELED	Regular Meeting	11:00 AM
February 1, 2023 CANCELED	Regular Meeting	11:00 AM
March 1, 2023 CANCELED <i>rescheduled to March 24, 2023</i>	Regular Meeting	11:00 AM
March 24, 2023 CANCELED	Regular Meeting	10:00 AM*
April 5, 2023 <i>rescheduled to April 28, 2023</i>	Regular Meeting	11:00 AM
April 28, 2023	Regular Meeting	10:00 AM*
May 3, 2023 <i>rescheduled to May 26, 2023</i>	Regular Meeting	11:00 AM
May 26, 2023	Regular Meeting	10:00 AM*
June 7, 2023 <i>rescheduled to June 23, 2023</i>	Regular Meeting	11:00 AM
June 23, 2023	Regular Meeting	10:00 AM*
July 5, 2023 <i>rescheduled to July 28, 2023</i>	Regular Meeting	11:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
July 28, 2023	Regular Meeting	10:00 AM*
August 2, 2023 <i>rescheduled to August 25, 2023</i>	Regular Meeting	11:00 AM
August 25, 2023	Regular Meeting	10:00 AM*
September 6, 2023 <i>rescheduled to September 22, 2023</i>	Regular Meeting	11:00 AM
September 22, 2023	Regular Meeting	10:00 AM*
<i>*Meetings will convene immediately following the adjournment of the Avalon Park West CDD and Summerstone CDD meetings, scheduled to commence at 10:00 AM.</i>		
CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 801 901 3513		