

# **WOODCREEK**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**November 17, 2023**

**BOARD OF SUPERVISORS  
SPECIAL MEETING AND  
AUDIT COMMITTEE  
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**

November 10, 2023

Board of Supervisors  
Woodcreek Community Development District

Dear Board Members:

The Board of Supervisors of the Woodcreek Community Development District will hold a Special Meeting and Audit Committee Meeting on November 17, 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. Acceptance of John Wiggins Notice of Intent to Decline Appointment to Board Seat
4. Consider Appointment of Nicholas Craniotis to Fill Unexpired Term of Seat 3; *Term Expires November 2024*
  - Administration of Oath of Office (*the following will 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. Chapter 190, Florida Statutes
    - D. 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
    - E. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2024-01, Appointing and Removing Officers of the District and Providing for an Effective Date

**ATTENDEES:**

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

**NOTE: Meeting Time and Location**

6. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
  - A. Affidavit of Publication
  - B. RFQ Package
  - C. Respondents:
    - I. Lighthouse Engineering, Inc.
    - II. WRA Engineering, LLC
  - D. Competitive Selection Criteria/Ranking
  - E. Award of Contract
7. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
  - A. Review of Response to Request for Proposals (RFP) for Annual Audit Services
    - I. Affidavit of Publication
    - II. RFP Package
    - III. Respondents:
      - a. Berger, Toombs, Elam, Gaines & Frank
      - b. Grau & Associates
    - IV. Auditor Evaluation Matrix/Ranking
8. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting
9. Consider Recommendation of Audit Selection Committee
  - Award of Contract
10. Ratification Items
  - A. Requisition Number 2: Forestar (USA) Real Estate Group, Inc. [\$68,411.72]
  - B. Special Warranty Deed
  - C. QuitClaim Bill of Sale
11. Acceptance of Unaudited Financial Statements as of September 30, 2023
12. Approval of August 25, 2023 Public Hearings and Regular Meeting Minutes

13. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer (Interim): *WRA Engineering, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: January 26, 2024 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	NICHOLAS CRANIOTIS	<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

14. Board Members' Comments/Requests

15. Public Comments

16. 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*

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**

**NOTICE OF INTENT TO DECLINE APPOINTMENT TO BOARD**

To: Board of Supervisors  
Woodcreek Community Development District  
Attn: Cindy Cerbone and Jamie Sanchez, District Managers  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: John Wiggins  
Printed Name

Date: 11-14-2023  
Date

I hereby decline the appointment to the Board of Supervisors of the *Woodcreek Community Development District*. My tendered Notice of Intent to Decline Appointment to Board to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Intent to Decline Appointment to Board has been executed by me and [ ] personally presented at a duly noticed meeting of the Board of Supervisors, [ ] scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) or [ ] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

  
Signature

# **WOODCREEK**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **5**



**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE 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

**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 is/are appointed as Officer(s) of the District effective November 17, 2023:

- \_\_\_\_\_ is appointed Chair
- \_\_\_\_\_ is appointed Vice Chair
- \_\_\_\_\_ is appointed Assistant Secretary
- \_\_\_\_\_ is appointed Assistant Secretary
- \_\_\_\_\_ is appointed Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of November 17, 2023:

- |              |                     |
|--------------|---------------------|
| John Wiggins | Assistant Secretary |
| _____        | _____               |
| _____        | _____               |

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Jamie Sanchez is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 17TH DAY OF NOVEMBER 2023.**

ATTEST:

**WOODCREEK COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **WOODCREEK**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **6A**

**Tampa Bay Times**  
**Published Daily**

STATE OF FLORIDA  
COUNTY OF Pasco

Before the undersigned authority personally appeared **Carol Chewing** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Woodcreek Community Development District - RFQ for Engineering Services** was published in said newspaper by print in the issues of: **9/17/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco County, Florida** and that the said newspaper has heretofore been continuously published in said **Pasco County, Florida** each day and has been entered as a second class mail matter at the post office in said **Pasco County, Florida** for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

} SS

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES  
FOR THE WOODCREEK COMMUNITY DEVELOPMENT  
DISTRICT**

RFQ for Engineering Services

The Woodcreek Community Development District ("District"), located in Pasco County, Florida, announces that professional engineering services will be required on a continuing basis for the District's stormwater systems, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Pasco County, Florida; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on October 3, 2023 by email to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

District Manager

09/17/2023

0000306715

Signature Affiant

Sworn to and subscribed before me this 09/17/2023

*[Handwritten Signature]*

Signature of Notary Public

Personally known     X     or produced identification

Type of identification produced \_\_\_\_\_



# **WOODCREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6B**

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES  
FOR THE WOODCREEK COMMUNITY DEVELOPMENT DISTRICT**

*RFQ for Engineering Services*

The Woodcreek Community Development District (“**District**”), located in Pasco County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s stormwater systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Pasco County, Florida; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on October 3, 2023 by email to gillyardd@whhassociates.com (“**District Manager’s Office**”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse

Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT**

**DISTRICT ENGINEER PROPOSALS**

**COMPETITIVE SELECTION CRITERIA**

**1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)**

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

**2) Consultant's Past Performance (Weight: 25 Points)**

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

**3) Geographic Location (Weight: 20 Points)**

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

**4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)**

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

**5) Certified Minority Business Enterprise (Weight: 5 Points)**

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

**6) Recent, Current and Projected Workloads (Weight: 5 Points)**

Consider the recent, current and projected workloads of the firm.

**7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)**

Consider the desire to diversify the firms that receive work from the District; etc.



**WOODCREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6C1**

October 31, 2022

Wrathell, Hunt and Associates, LIC  
C/O D Gillyardd  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431



**Re: Woodcreek Community Development District: Request for Qualifications for Engineering Services**

Dear Selection Committee,

Lighthouse Engineering (LHE) submits this proposal for professional services with a strong interest to enter a partnership with Woodcreek Community Development District (CDD) as your **District Engineer**. LHE is a multi-discipline civil/site engineering firm with three senior professional engineers and affiliates who are highly qualified for this work. An electronic version of Standard Form No. 330 and Qualification Statement are included in this proposal, along with all applicable licenses.

Lighthouse Engineering  
has professionals  
experienced with CDD  
operations.

Lighthouse Engineering (LHE) had provided engineering services for Meadow Pointe II CDD in Wesley Chapel, Florida with Bob Nanni is the District Manager.

**WHY HIRE LHE? Quite simply, we offer the best value for our professional services. LHE is an engineering firm with very competitive overhead and the highest quality standards. Our engineers have a combined experience of over 100 years and this knowledge allows us to examine, evaluate and quickly solve both complex and minor tasks. We feel this knowledge provides the best value for our clients.**

LHE provides this value through having executive/ senior professionals that are highly qualified for their work. In addition, our operations run efficiently through purchasing and acquiring the same or greater IT infrastructure and office equipment utilized by our competitors and placing them in home offices. As the District Engineer, we would adopt a **safety-first approach**. We will protect the safety of the community first and foremost. We will support the **economic** interests of the community through adhering to capital budgeting requirements. For our part, we commit that we will provide the engineering services for the CDD in accordance with the budget.

**WHY IS THIS IMPORTANT TO THE CDD? It means that our engineering work is easily bid by contractors and produces regular low bids for work. Also, Design-Build projects typically have zero change orders. This allows the CDD to finish more work with less financial and management resources.**

If you wish to discuss our abilities further, we would welcome the opportunity to meet face to face with you.

If you have any additional questions, please let us know.

Sincerely,

A handwritten signature in blue ink that reads 'Bradley S. Foran'.

**Brad Foran, PE**  
**Lighthouse Engineering, Inc.**

Lighthouse Engineering, Inc.  
701 Enterprise Road East, Suite 410  
Safety Harbor, FL 34695  
727-726-7856 (office) 727-683-9848 (fax)

# ARCHITECT – ENGINEER QUALIFICATIONS

## PART I – CONTRACT SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

**Request for Qualifications for Engineering Services Woodcreek Community Development District, Pasco County**

2. PUBLIC NOTICE DATE  
11/4/2022

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Brad Foran, P.E., President

5. NAME OF FIRM

**Lighthouse Engineering, Inc.**

6. TELEPHONE NUMBER  
727.726.7856

7. FAX NUMBER  
727.683.9848

8. E-MAIL ADDRESS  
bforan@lighthouseenginc.com

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	<input checked="" type="checkbox"/>			<b>Lighthouse Engineering, Inc.</b>  <input type="checkbox"/> CHECK IF BRANCH OFFICE	701 Enterprise Road East Suite 410 Safety Harbor, FL 34695	Project Management, Environmental Permitting, Drainage, Traffic, Design, QA/QC, Specifications
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

**[X]** *(Attached)*

# ORGANIZATIONAL CHART



X	A. Design Phase
X	B. Construction and Inspection Phase Services (Minor Projects Only)
X	C. Project Administration
X	D. General Civil/ Stormwater Engineering
X	E. Traffic Engineering
X	F. Water / Wastewater Engineering
X	G. Geotechnical Engineering
X	H. Pavement Management
X	I. Geographic Information Systems Services (GIS)
X	J. Grant Administration
X	K. General Engineering Consultation / Peer Review / Quality Assurance Review

**CDD  
PROJECT MANAGER**

**PROJECT MANAGER  
Brad Foran, P.E.**

**OFFICE ADMINISTRATION AND  
MARKETING  
Amy Palmer**

**DESIGN TEAM**

**QA/QC  
Frank Foran, P.E.**

**ASSISTANT PROJECT MANAGER  
Thomas Liu, P.E.**

**DESIGN ENGINEERING  
CEI  
PROJECT ADMINISTRATION**

**GEN CIV PLAN REVIEW, COST EST.  
PROJECT CONCEPTUALIZATION**

**TRAFFIC ENGINEERING**

**WATER/ WASTEWATER  
ENGINEERING**

**Brad Foran, PE  
Thomas Liu, PE  
Sandy Fabrizio**

**Brad Foran, PE  
Frank Foran, PE  
Thomas Liu, PE**

**Brad Foran, PE  
Frank Foran, PE  
Thomas Liu, PE**

**Thomas Liu, PE  
Frank Foran, PE**

**GEN CIV SURVEYING  
MAPPING**

**PAVEMENT MANAGEMENT**

**GEOTECHNICAL ENGINEERING**

**GRANT ADMINISTRATION**

**Geodata**

**Brad Foran, PE  
Thomas Liu, PE**

**Driggers**

**Renee Foran  
Sandy Fabrizio**

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Bradley S. Foran, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Project Manager</b>	14. YEARS EXPERIENCE a. TOTAL 27	
15. FIRM NAME AND LOCATION <i>(City and State)</i> <b>Lighthouse Engineering, Inc. Safety Harbor, FL</b>		b. WITH CURRENT FIRM 16	
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S.C.E. / Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer: Florida, 1998, #52634	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> FDOT Training / Contract Estimating System, Access Mgmt Guidelines for Project Development, Basic Lighting and Electricity, Advanced Work Zone Traffic Control Course, Specifications, Electronic Submittal			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	<b>Meadow Pointe II CDD – Wesley Chapel, Florida</b>	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm <b>EOR</b> for the gen. engineering consultant for this CDD community which contains 108 ponds, is home to almost 3500 residents and has almost 75 miles of roads. Over a 12-year period LHE was tasked to produce pavement evaluations, pond evaluations and evaluations of all the existing facilities that include the 2500 SF club house, pool, multipurpose courts and all of their existing wholly owned and operated infrastructure. As the GEC for the CDD we routinely interacted with the board and provided reports, evaluation, and financial guidance for current and future needs of the community. We engaged in the reissuance of bonds for the CDD that totaled more than ten million dollars and upgraded the existing infrastructure and produced monies for future expansion of the community facilities. As the GEC for the CDD, he was responsible to the CDD for all its engineering needs.		
b.	<b>City of Clearwater – Bayshore Blvd. multi-use path</b>	2016	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm <b>Project Manager</b> for the design of a new 10-foot-wide multi use path on the east side of Bayshore Blvd. Beginning at the Ream Wilson Trail Crossing and continuing to Bayshore Blvd's Tee into SR 60. This new trail will be the final link between Pinellas and Hillsborough County. The Bayshore Trail will interconnect the Friendship Trail and the Pinellas Trail that extends throughout Pinellas County. Extensive permits were required with a full Southwest Florida Water Management District (SWFWMD) ERP and US Army Core of Engineering Nationwide #14 permits.		
c.	<b>City of Tampa – Hawthorne Road from MacDill to Bayshore Blvd. Improvements</b>	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm <b>Project Manager and EOR</b> for the design services for the Hawthorne Rd between Bayshore Blvd. and MacDill Ave. improvements. Project included saving the existing Oak trees, eliminating ponding on roadways, reprofiling of Hawthorne Road, removal of portions of the curb, and placement of curb inlets.		
d.	<b>City of Tampa – Howard Ave-Dekle Ave-De Soto Ave Improvements</b>	2015	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm <b>Project Manager</b> and EOR for intersection redesign to improve the ADA access and operational maneuvering of this three-way intersection. Coordinated with the public and have assisted with the City for the Howard Ave corridor. (\$110,000)		
e.	<b>I-275 / SR 93 Bus on Shoulder from Alt US 19/SR595/5th Ave N to SR 694/ Gandy Blvd. – Pinellas County FL *AWARD WINNING*</b>	2019-2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm <b>Project Manager/EOR</b> contracted to generate the Project System Engineering Plan (PSEMP) and the Requirement Traceability Verification Matrix (RTVM). Responsible for the installation of the RSS at the northbound and southbound ramps from 38th Ave. N. and 54th Ave. N. Also executed the removal and replacement of an ITS system components that are impacted by the Design-Build Firm's scope of work. Project also included paved shoulder widening, milling and resurfacing, drainage, signing and pavement markings, and lighting.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Thomas Liu, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Project Engineering and Environmental Permitting</b>	11. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 11
15. FIRM NAME AND LOCATION <i>(City and State)</i> <b>Lighthouse Engineering, Inc., Safety Harbor, FL</b>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S.C.E./1994/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer: Florida, 2000, #58258	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> FDOT Training: Project Management, Drainage, HY-8, AdICPR, HydroCAD, erosion control, Advanced Traffic Control, Specifications, Electronic Submittals			

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
	<b>FDOT District 7 – Withlacoochee Trail from Hernando County Line to Marion County Line – Citrus County, FL</b>	2020	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm <b>Project Engineer</b> responsible for roadway design, drainage analysis, signing and pavement marking, and Temporary Traffic Control Plans for this rehabilitation project. Also provided necessary documentation for the procurement and installation of the signalization and ITS system devices		
	<b>City of Clearwater, FL – Bayshore Blvd – Urban Multi Use Trail</b>	2015	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm <b>Project Engineer</b> for the design of a new 10 foot wide multi-use path on the east side of the Bayshore Boulevard. Extensive permits were required with a full SWFWMD ERP and US Army Core of Engineering Nationwide #14 permits		
	<b>Tampa Hillsborough Expressway Authority, Selmon Greenway – Tampa, FL</b>	2013	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm <b>Project Engineer</b> for design, permitting, construction and performing all other services necessary for a 15' on average (12' to 24' in some locations) multi-use trail to connect the City of Tampa's River Walk in the vicinity of Ashley Drive to the vicinity of 10 <sup>th</sup> Street.		
	<b>US 41/ SR45/S. 50<sup>th</sup> St from Denver St. to N. of 27<sup>th</sup> Ave. S., Pinellas County, FL</b>	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm <b>Project Engineer</b> for the 3R project that includes milling and resurfacing, upgrading curb ramps to meet ADA standards, utility coordination, signing and pavement markings, signalization, traffic studies and lighting.		
	<b>City of Tampa General Engineering Services – Howard and Dekle Ave. Tampa, FL</b>	2020	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm <b>Project Engineer</b> for the redesign of an existing intersection that will accommodate the realignment of the intersection at Howard Ave and DeSoto/Dekle. The design included public involvement, utility relocation, roadway design, and signing and pavement markings.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Frank. Foran, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Project Manager</b>	14. YEARS EXPERIENCE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">a. TOTAL 48</td> <td style="width:50%; text-align: center;">b. WITH CURRENT FIRM 16</td> </tr> </table>		a. TOTAL 48	b. WITH CURRENT FIRM 16
a. TOTAL 48	b. WITH CURRENT FIRM 16				
15. FIRM NAME AND LOCATION <i>(City and State)</i> <b>Lighthouse Engineering, Inc. Safety Harbor, FL</b>					
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S.C.E. / Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer: Florida, #11635			
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Affiliations: Florida Engineering Society, American Society of Civil Engineers, American Society of Highway Engineers					

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	<b>FDOT District 7 – Withlacoochee Trail from Hernando County Line to Marion County Line – Citrus County, FL</b>	2020	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>QC Manager</b> responsible for roadway design, drainage analysis, signing and pavement marking, and Temporary Traffic Control Plans for this rehabilitation project. Also provided necessary documentation for the procurement and installation of the signalization and ITS system devices.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	<b>City of Clearwater, FL – Bayshore Blvd – Urban Multi Use Trail</b>	2015	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>QC Manager</b> for the design of a new 10 foot wide multi-use path on the east side of the Bayshore Boulevard. Extensive permits were required with a full SWFWMD ERP and US Army Core of Engineering Nationwide #14 permits.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	<b>Tampa Hillsborough Expressway Authority, Selmon Greenway – Tampa, FL</b>	2013	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>QC Manager</b> for design, permitting, construction and performing all other services necessary for a 15' on average (12' to 24' in some locations) multi-use trail to connect the City of Tampa's River Walk in the vicinity of Ashley Drive to the vicinity of 10 <sup>th</sup> Street.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	<b>US 41/ SR45/S. 50<sup>th</sup> St from Denver St. to N. of 27<sup>th</sup> Ave. S., Pinellas County, FL</b>	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>QC Manager</b> for the 3R project that includes milling and resurfacing, upgrading curb ramps to meet ADA standards, utility coordination, signing and pavement markings, signalization, traffic studies and lighting.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	<b>City of Tampa General Engineering Services – Howard and Dekle Ave. Tampa, FL</b>	2020	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>QC Manager</b> for the redesign of an existing intersection that will accommodate the realignment of the intersection at Howard Ave and DeSoto/Dekle. The design included public involvement, utility relocation, roadway design, and signing and pavement markings.	<input checked="" type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1 THEA Project P-02113
21. TITLE AND LOCATION <i>(City and State)</i> Tampa Hillsborough Expressway Authority, Selmon Greenway Tampa, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2015 CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Tampa Hillsborough Expressway Authority THEA	b. POINT OF CONTACT NAME Bob Frey	c. POINT OF CONTACT TELEPHONE NUMBER 813-276-2466
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The project scope for the Tampa-Hillsborough County Expressway Authority (THEA) was the design/build project entitled "Design/Build - Selmon Greenway Project Phase I" for the design, permitting, construction and performing all other services necessary for a 15' wide (12' to 24' in some locations) multi-use trail to connect the City of Tampa's River Walk in the vicinity of Ashley Drive to the vicinity of 19th Street. Project site is in Tampa, Hillsborough County, Florida.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
	Lighthouse Engineering, Inc.	Safety Harbor, FL	Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> BayShore Boulevard – Urban Multi-Use Trail City of Clearwater, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES 2015 CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER City of Clearwater	b. POINT OF CONTACT NAME Leroy chin	c. POINT OF CONTACT TELEPHONE NUMBER 727-562-4856
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project scope was for the design of a new multi-use path along the east side of Bayshore Boulevard with boardwalk and asphalt path from the Ream Wilson Trail to SR 60. The project included the removal and replacement of the existing sidewalk within the project limits and provided a new 10 foot wide multi-use path. It also required drainage design necessary to reroute drainage flow into an existing inlet which was located in the area that is not desirable, to a modified or new inlet that did not impede the physical travel lane. It also required addressing the sidewalk profile to raise the existing profile of the sidewalk and ensure positive stormwater conveyance into the existing open drainage system.

LHE provided contract administration, design, drainage improvements, erosion control, drainage studies, permitting mitigation impacts, management services, utility coordination, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the improvements. Project cost was 1 million dollars.



*Before*



*After*

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3 Contract # E7R25
21. TITLE AND LOCATION <i>(City and State)</i> FDOT District 7 – Withlacoochee Trail from Hernando County Line to Marion County Line Citrus County - Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION <i>(If applicable)</i>
<b>23. PROJECT OWNER'S INFORMATION</b>		
a. PROJECT OWNER FDOT District 7	b. POINT OF CONTACT NAME Kevin Lee, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER 813-975-6272
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Withlacoochee State Trail is a shared use path that connects Pasco, Hernando and Citrus Counties. This trail is 46 miles long. The improvements proposed consisted of rehabilitating segment of the Trail that were experiencing pavement failure. Parts of the existing trail were raised approximately 1.5 to 3 inches to above existing grade to minimize standing water. Signing and pavement markings along with the installation of Rectangular Rapid Flashing Beacon (RRFB) was installed for pedestrian safety at the trail crossing at CR 48 East Orange Avenue.

Responsible for the coordination of survey, geotechnical investigation, design, preparation of all documentation related to the acquisition of all permits not acquired by the Department, maintenance of traffic, demolition, and construction on or before the Project completion date, and utility relocations. Also responsible for the compliance with Design and Construction Criteria regarding survey, design, construction, and maintenance of traffic during construction, project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and public.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4 21717
21. TITLE AND LOCATION <i>(City and State)</i> US 41 / SR 45/S. 50 <sup>th</sup> St. from Denver St to N. of 27 <sup>th</sup> Ave. S. Hillsborough, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION <i>(If applicable)</i>
<b>23. PROJECT OWNER'S INFORMATION</b>		
a. PROJECT OWNER FDOT District 7	b. POINT OF CONTACT NAME Pia Cormier	c. POINT OF CONTACT TELEPHONE NUMBER 813-975-6176
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

US 41/SR 45/S. 50th St., from Denver St. to north of 27th Ave. S., is classified as an urban principal arterial on the State Highway System with a context classification designated as C3C -Suburban Commercial roadway. Cracking was identified throughout the existing roadway. To extend the life of the existing pavement, the proposal called for the milling and resurfacing of US 41 from Denver St. to north of 27<sup>th</sup> Ave. S. for a total project length of 1.100 miles. The project also included upgrading curb ramps to meet current ADA standards and perform general safety modification works. There was an existing railroad crossing at US 41 that required coordination through the District Rail Office.

Due to heavy truck traffic and narrow outside thru lane width of the roadway, the existing curb and gutter inlet tops were damaged. Structurally deficient drainage structures were evaluated for repair and/or replacement throughout the project limits.

LHE prepared contract documents including plans, specification, supporting engineering analysis, calculation and other technical documents.

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Prime Consultant
<b>b.</b>	(1) FIRM NAME Bala Consulting Services, LLC	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Signing and pavement markings
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> I-275 / SR 93 Bus on Shoulder from ALT US 19 / SR 595 / 5 <sup>th</sup> Ave N. to SR 694 / Gandy Blvd. Pinellas County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER FDOT District 7	b. POINT OF CONTACT NAME Craig Fox, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER 813-975-6082
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

I-275/SR93 (from Alt. US19/SR595/5th Ave. N. to SR694/Gandy Blvd.) is an Urban Principal Arterial Interstate. Located in Pinellas County, the project corridor is a northbound and southbound interstate with existing three (3) 12-foot travel lanes in each direction, 12 foot outside shoulder, and 8 foot (median) inside shoulder. The total project length was 5.203 miles.

Due to increasing public demand for transit ridership, the Department partnered with Pinellas Suncoast Transit Authority (PSTA) to implement the I-275 Bus on Shoulder Pilot Project which consisted of widening and resurfacing the northbound and southbound outside paved shoulder of I-275 (from Alt. US19/SR595/5th Ave. N. to SR694/Gandy Blvd.) from 10 feet to 12 feet. The shoulder widening will allow for transit vehicles to travel along the shoulder when traffic congestions slowed down the travel lanes to 35 mph. The existing three (3) 12-foot travel lanes were maintained along the northbound and southbound of I-275.

Project improvements consisted of shoulder milling/resurfacing, and shoulder widening. Existing drainage structures, pavement markings, signs, guardrail, lighting, and other features impacted by the project were replaced or relocated. Furthermore, side slopes affected by the shoulder widening were regraded and stabilized.

This was a roadway milling and resurfacing project which included pavement evaluation, mainline cross slope correction, and utility coordination. Signing and pavement marking design, specifications and cost estimating were also included. Project cost was 5 million dollars.



**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION <i>(City and State)</i> FDOT District 7 – SR 39 from County Line to Bay Ave. Pasco County - Florida	22. YEAR COMPLETED PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER FDOT District 7	b. POINT OF CONTACT NAME Pia Cormier	c. POINT OF CONTACT TELEPHONE NUMBER 813-975-6176
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The purpose of this RRR project was to preserve and extend the life of the existing pavement and perform general safety modification work. It included design of keyhole widening, cross slope correction, milling and resurfacing, signing and pavement markings, utility coordination, and permitting from SR 39 (Paul S. Buchman Hwy.) from Hillsborough County Line to South of Bay Ave. The segment of SR39 is classified as an urban principal arterial roadway with two typical sections. The first section consists of two lane undivided with 12' wide travel lanes, 8" wide shoulder (5' paved with bike lanes), and ditches on both sides. The second section is a two-lane divided with 12' wide travel lanes, 12' paved median, 8' shoulder (5' paved with bike lanes) and ditches on both sides. The project limit is from milepost 0.000 to milepost 0.679.

LHE provided drainage plans to accomplish the following goals:

- \*Identify existing drainage issues and provide the most cost-effective solutions.
- \*Enhance the safety level of the drainage structures
- \* Replace or repair structurally deficient drainage structures
- \*Ensure existing drainage features were not adversely impacted by the project
- \*Desilt all storm drain/side drain/cross drainpipes within the project limits.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION <i>(City and State)</i> City of Tampa – Himes and Azeele Signal Improvements Tampa, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2015 CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER City of Tampa	b. POINT OF CONTACT NAME Vik Bhide	c. POINT OF CONTACT TELEPHONE NUMBER 813-274-3101
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project scope was for the design of signal and ADA upgrades of the subject intersection. The project included new pedestrian countdown signals, sidewalk, roadway improvements, and mast arms. Additional elements included public involvement, utility relocation, signing and pavement marking, and all project management to complete the design.

Our scope of services included the following tasks:

- \* The design accommodated 4 legs of the intersection. Survey was required.
- \* Survey included all utilities above and below ground as well as all other above ground entities.
- \* Underground utilities were located via Subsurface Utility Engineering (SUE) in the vicinity of proposed pole foundation.
- \* Geotechnical services were required for mast arm pole.
- \* The limits of the project were milled and resurfaced to remove conflicting pavement markings.
- \* Himes was crowned to remove the “bump” both north and south of Azeele and to drain to the inlets in all four corners of the intersection.
- \* Data collection including traffic data and count information, sewer, water, storm sewer data, other planned projects in the vicinity, and all utilities
- \* Field Review and Analysis of project site conditions.
- \* Design Survey/SUE/Utility Coordination
- \* Design and Construction Plan Preparation
- \* Quality Assurance / Quality Review

Project cost was \$200,000.



Before



After

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8 Contract #14-D-560
21. TITLE AND LOCATION <i>(City and State)</i> City of Tampa General Engineering Services – Palm Ave Tampa, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER City of Tampa	b. POINT OF CONTACT NAME Milton Martinez, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER 813-274-8998
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project scope included upgrades to the ADA facilities along Palm Ave (between Nuccio and 19th Ave), add detectable warnings surfaces, and/or reconstruct ADA ramps with modifications to the median to allow pedestrians to cross at mid-block locations. Design also included RRFB's for pedestrian mid-block crossings along Palm Ave. at 17th and North 19. We also provided utility coordination and project management services necessary to complete the design.

Project Cost was \$100,000.



**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION <i>(City and State)</i> City of Tampa General Engineering Services – Howard Ave at Dekle / DeSoto Ave. Tampa, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER City of Tampa	b. POINT OF CONTACT NAME Milton Martinez, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER 813-274-8998
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project scope was for the redesign of the existing intersection that will accommodate the realignment of the intersection at Howard Ave. and DeSoto/Dekle Ave. The design included public involvement, utility relocation, roadway design, signing and pavement marking, and all project management to complete the design. Tasks to complete this project included the following:

- \*Update the design and concept plan to accommodate the additional parking spaces south on Dekle Ave. Additional meetings were required to gain the approval of the concept plan by the City and other design firms involved in the corridor study of the project area.
- \* Landscape and Irrigation plan for the green space between Dekle and De Soto.
- \* Obtained additional survey south on Dekle for the additional parking spaces.
- \* Provided utility coordination for the relocation of existing utilities within the project area as required as part of the new intersection configuration
- \* Provided a set of construction documents based on the concept plans.
- \* Provided construction phasing as part of the MOT

LHE provided utility coordination, design and construction plan preparation, pedestrian ramp/crosswalk design, design review, construction plans, quality assurance / quality review; as well as attended all field and coordination meetings. Project Cost was \$500,000.



Before



After

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION <i>(City and State)</i> Meadow Pointe II Community Development District (CDD) General Engineering Consultant (GEC) – Wesley Chapel, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Meadow Pointe II CDD	b. POINT OF CONTACT NAME Bob Nanni	c. POINT OF CONTACT TELEPHONE NUMBER 813-991-1116 X105
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

LHE was the general engineering consultant for this CDD community which contains 108 ponds, is home to almost 3500 residents and has almost 75 miles of roads. Over a 12-year period, LHE was tasked to produce pavement evaluations, pond evaluations and evaluations of all of the existing facilities that included the 2500 SF club house, pool, multipurpose courts and all of their existing wholly owned and operated infrastructure. LHE was also tasked with the tree removal and replanting within the communities. As the GEC for the CDD we routinely interacted with the board and provided reports, evaluation, and financial guidance for current and future needs of the community. We were engaged in the reissuance of bonds for the CDD that totaled more than ten million dollars and were intended to upgrade the existing infrastructure and produce monies for future expansion of the community facilities. As the GEC for the CDD we were responsible to the CDD for all its engineering needs.

The project consisted of the milling and resurfacing of the existing roadway within eleven sub-divisions of Meadow Point II CDD including the clubhouse. The communities included are listed below:

- |                 |                |
|-----------------|----------------|
| 1. Charlesworth | 7. Long leaf   |
| 2. Colehaven    | 8. Manor Isle  |
| 3. Covina Key   | 9. Sedgwick    |
| 4. Glenham      | 10. Vermillion |
| 5. Iverson      | 11. Wrencrest  |
| 6. Lettingwell  |                |

The scope included the following requirements:

1. Mobilization
2. Maintenance of traffic
3. Prevent asphalt and/or debris from entering existing inlets during construction
4. Mill existing asphalt pavement
5. Resurface the milled roadway with asphalt
6. Pavement restriping
7. Clean up site

**FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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## H. ADDITIONAL INFORMATION

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

LHE's strong local presence in the Tampa Bay area is supported by local professionals with a spectrum of expertise, enabling us to provide our clients with the most effective project solutions on time and under budget.

### Introduction: The Lighthouse Engineering Team

Founded in 2006, LIGHTHOUSE ENGINEERING, INC. is a multi-disciplinary engineering firm located in Pinellas County and is a **Certified Statewide SBE and Small Local Business Enterprise (SLBE)**.

Over the past 16 years, Lighthouse Engineering (LHE) has advanced the concept of providing a total package of engineering services to public and private clients. We maintain a broad spectrum of expertise, including our primary service areas:

- Roadway Transportation Design, Planning
- Permitting
- Site/Civil Engineering and Planning
- Traffic Engineering
- Signing and Marking Design
- Signalization Design
- Lighting



This diversity enables our organization to offer a unified “in-house” team approach composed of highly skilled and experienced professionals in a variety of specialties. The result is high-quality consulting services provided in a professional and timely manner. **The advantage to selecting LHE is that our engineers are diverse and multi-discipline.** As a small business, this is a unique advantage as we can service a project with as few as three professionals and deliver the project to you. By keeping the project team small, compact, and efficient, LHE can service this contract and provide immense value to Woodcreek Community Development District. Logically, Woodcreek CDD should see that when three multi-discipline engineers work together, the project is much more manageable when compared to the engineering team that the larger corporations need to finish this project.

Even though we have a small staff, we have a combined experience of over 100 years in the design of roadway transportation design, water, sewer, drainage, intersection improvements, permitting and other similar types of designs normally required by CDDs. We are familiar with and are experienced in design, construction inspection, project administration, and general civil support for any project that the CDD may undertake. We have designed, permitted and performed construction phase services for hundreds of projects ranging from the most complex Interstate highways to projects as small as local traffic calming, park design or small parking lot additions.

### Local Knowledge

LHE has on staff a number of professionals who have a great deal of experience in roadway design. ***Previous staff experience was obtained on City projects such as the Intersection Improvement Project for Dale Mabry and Kennedy Blvd, Himes and Azeele Signal upgrades, Palm Ave Improvements and Intersection Improvement Project for Fowler Avenue and 50th Street.*** In

addition, our staff has extensive local experience in roadway, storm water and utility design projects for clients such as Hillsborough County, Pasco County and the Florida Department of Transportation (FDOT), District Seven; as well as many private clients including Meadow Pointe II Community Development District (CDD).

In the past 16 years, LHE has completed over 70 roadway projects, solidifying an expertise that reduces project risk for our clients.

### Accelerated Schedules Resulting from Permitting Expertise

Our project staff knows the pitfalls that delay permitting and how to avoid them from both a design and timing standpoint. **Because of our competence and speed in obtaining permitting from Southwest Florida Water Management District (SWFWMD) and the US Army Corps of Engineers (USACE), and proactive coordination with the various utility companies in the area, we are able to accelerate project plans and production schedules.**

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## Comprehensive Transportation Expertise Provided by Local Professionals

LHE has assembled a qualified team of professionals with extensive transportation engineering experience. Our combined team of multi-disciplined personnel specifically designated for this project is highly skilled in the areas of roadway and drainage design as well as utility conflict avoidance, coordination, and permitting. Including support staff, the LHE Tampa Bay area office currently has 5 full time employees. Our team has relationships and workflow processes that are established within the group to efficiently complete work and deliver quality products to the City of Tampa.

## Capability and Ability to Deliver Project

We have a seasoned design team that is more than capable of delivering all the necessary components of a project and routinely handle larger scale projects with high dollar values. Our Project Manager completed an FDOT project in Pinellas County within the City of Tarpon Springs whereby the City will be reborn with a downtown revitalization of new sidewalk, utilities, lighting and upgraded pedestrian features. **This project was placed on an accelerated schedule and involved more than seven local utilities.** The utility work alone took almost a year to complete and the total cost of this exceeds more than 17 million dollars. We have the business tools, necessary design team, proper computer technology and a seasoned staff who are excited at the opportunity to serve the City and the place we call home.

## Exceptional Staff Competence from Continued Training and Education

LHE is committed to ensuring that every staff member affecting product quality is fully competent to perform their assigned tasks. All personnel assigned to production have recent experience in their respective areas of responsibility. Competency is established through education, training, experience, and demonstration of skills.

Continuing education of our technical and professional staff is strongly encouraged. Many of our employees are enrolled in continuing education seminars and conferences offered by FDOT and other professional associations. Examples of these courses include the FDOT Project Management Course, Quality Assurance/Quality Control Training, FDOT Project Engineer Training, Traffic Control Zone Certification, Cost Estimating, and Long-Range Estimates Systems. Many of our engineers attend national seminars, where a variety of engineering trends and innovations are presented. Keeping up to date with the latest in technology and management solutions allows us to provide more value to our clients.

## Proposed LHE Staff Members

The **accompanying resumes in Section E** present proposed staff members and their education, years of experience, role on this proposed contract, and specialized experience. The following paragraphs illustrate highlights of the qualifications and experience of our proposed project management team and key staff:

### Project Manager

**Brad Foran, P.E.**, has a long history of working with both State and Local agencies and has helped many Cities, CDDs and Counties achieve their capital work programs. He was the Project Manager for the State's rehabilitation project in Tarpon Springs where new sidewalk, roadway, water and sewer upgrades as well as streetscaping improvements were constructed. In addition, he served as the Project Manager for the City of Safety Harbor's SR 590 improvements. He also possesses a work experience that highlights his knowledge of highway design, permitting, and hydraulic analysis of existing and proposed facilities. He served as project manager and Engineer of Record for the Florida Department of Transportation on design contracts for Districts 1, 2, 3, 4, 6 and 7 and has worked on numerous major and minor roadway restoration projects. He designed the signalization improvement at Himes and Azelee for the City of Tampa and the enhancement project at Howard and Dekle. He is experienced in the evaluation, design, and permitting of existing and proposed facilities through either 3R or New Construction standards. He recently completed the Selmon Greenway Design Build Contract with Tampa-Hillsborough Expressway Authority (THEA) and will be coordinating with the City's TIGER grant project.

His most recent projects have focused on Florida Department of Transportation's 3R criteria and work with local agencies throughout Tampa Bay. These projects have included the complete evaluation of the enhancement projects new design projects criteria including the hydraulic analysis, pavement design, and variance approval for urban and rural projects. He is experienced in taking the design plans to completion and subsequently toward the construction phase of the project. **Mr. Foran brings to this project a wealth of experience and has the resources to assign and address design issues, ensure compliance with schedules, and provide a successful contract for the City of Tampa. Mr. Foran was the former Florida Engineering Society's (FES) Pinellas Chapter President and was a member of its Board of Directors.**

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## Assistant Project Manager/ Roadway Design / Drainage Design

**Thomas Liu, P.E.** Mr. Liu has over 20 years of roadway design and drainage experience on City, Florida Department of Transportation, County, and Private Development projects in Florida. Mr. Liu has served as Project Engineer on several projects in the City of Tampa. Mr. Liu's drainage experience includes design of stormwater treatment systems including treatment and attenuation requirements for SWFWMD and SFWMD permits. Mr. Liu also has both design and project management experience in traffic operations (signalization, signing and marking, highway lighting). He has extensive experience in transportation engineering

*"We have a long-standing relationship with LHE and have collaborated on multiple jobs together. We can always depend on Brad and his team to be knowledgeable of all design aspects of the project, be innovative with their approach, dependable with deadlines and communication, and responsive to any challenges that may arise. When anyone asks for a recommendation for an engineer, I do not hesitate to put them in touch with Brad and Lighthouse."*

**Jeff Nelson, President  
Nelson Construction**

including design for rural and urban highways, limited access expressways, and rural and urban interchanges. Technical aspects of design include horizontal and vertical geometry, development of traffic control plans, drainage design, utility conflicts, and permitting. His expertise also includes basin delineation, pond siting reports, inlet locations, pavement drainage, hydraulic calculation for storm sewer networks, cross-drain analysis, stormwater routing, floodplain analysis, water quality, optional culvert material, dredge and fill impacts, coordination with water management agencies for permitting, and formulating technical stormwater reports.

## Principal-In-Charge, Quality Assurance/Quality Control

**Frank Foran, P.E.**, LHE's Vice President for Southeast Transportation with oversight responsibility of the Florida operations, is a Highway Design Engineer with more than 40 years of experience in the Tampa Bay Area. He will provide the direction for our **Quality Control** program out of our Tampa Bay area office located in Safety Harbor. Mr. Foran is certified with the Florida Department of Transportation (FDOT) in the preparation of traffic control plans and has also received training from the Department in cost estimating and long-range estimating systems. In addition to writing Quality Control Plans for various assignments at LHE,

Mr. Foran has performed quality assurance plan reviews for other consulting firms. Recent projects include the Largo Medical Office Complex, St. Catherine's Catholic Church in Largo, First Community Bank in St. Petersburg, Blake Medical Center Expansion in Bradenton, Water and Sewer line replacement work in Tarpon Springs, Water and Sewer Line Relocation in Safety Harbor and many other projects in Manatee County, Sarasota County and Lee County.

## Customer Centric Focus Yields Repeat Business

The LHE Team understands that adherence to schedule, quality, and budget standards are not the only measures of past performance. We also measure the quality of our services through customer satisfaction and the level of business-like concern for governmental client interests.

We pride ourselves on a reputation for reasonable and cooperative behavior from proposal and initial negotiations through contract modifications and final delivery. The LHE project team members take great pride in both their individual and team record of service for our clients. We recognize that the **quality of service provided to a client is directly related to the potential for repeat business.**

The number of letters of appreciation, repeat clients, and repeat contracts we have been awarded reflects our product quality and consistent history of preparing innovative and realistic design solutions that are consistently within four (4) percent of the competitive low bid and meet the client's most demanding schedules. **Repeat business now constitutes roughly ninety (90) percent of our business.**

LHE seeks to continually improve our job performance, quality of products and services, and responsiveness. We have formally interviewed both private and public sector clients to determine how our staff could better fill their needs. We have implemented many of their suggestions and will provide you with a top team of experienced professionals ready to respond to every need.

## Current and Projected Workload

The current workload of LHE will allow us to begin work immediately. We are currently working for Hillsborough County on a Design job at US 41/SR 45 from Denver St. to N. of 27<sup>th</sup> Ave. S. that is set to be completed in November 2022. Our available design staff can provide more than 200 staff hours per month from our office in Safety Harbor. LHE routinely handles a multitude of project involving various disciplines.

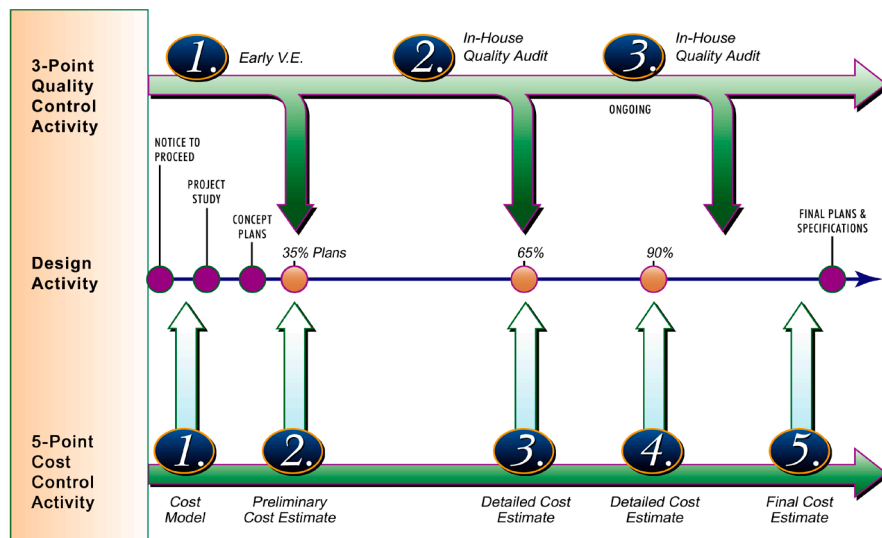
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We recently completed several significant projects including the AWARD WINNING I-275 bus on Shoulder project or Pinellas County, and Bayshore Blvd – Urban Multi-Use Trail for the City of Clearwater. Our projected workload falls within the capacity of our staff.

As with any firm, our workload is not always constant, but has peaks and valleys. The dedication of our staff enables LHE to meet our clients' goals by working overtime during peaks and improving out technical skills during slower periods. LHE assures the CDD that we have competent personnel available to deliver a quality project on schedule and our entire team will pull together to ensure that we meet the CDD's needs.

## Successful Projects Result from Our Quality Assurance Program

*Lighthouse Engineering believes that leadership in our industry can be achieved only through quality. Meeting quality goals at Lighthouse Engineering means commitment to the full satisfaction of every internal and external client. We continuously improve our management and technical processes in order to meet client requirements the first time, every time. Every team member of Lighthouse Engineering is dedicated to continuous improvement.*



LHE Construction Cost and Quality Control Process.

The head of the QA/QC Team for this contract will be Frank Foran. Mr. Foran, P.E. will serve as the Management Representative responsible for implementing and maintaining the quality system and for regularly reporting system, process, or product failures with a view to continually improving the quality system. LHE recognizes that a quality product is the key to the successful performance of a contract, having maintained QA/QC standards and procedures since the company was founded in 2006. LHE has embraced the philosophy of Six Sigma Quality Management, which focuses on constantly monitoring performance, anticipating and preventing future problems by changing processes rather than merely reacting to mistakes. Our Six Sigma Program is client-and-product focused and is an established part of our corporate culture. The QA Program provides the controls and continuity necessary to perform a project in a defined, systematic manner and includes adequate provisions for changes. Our subcontractors are briefed on this process and fully comply with all procedures.

### I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

*Bradley S. Foran*

32. DATE

11/4/2022

33. NAME AND TITLE

Bradley S. Foran, P.E., President





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Florida Coastal Insurance Agency 1234 Court Street Ste B  Clearwater, FL 33756	<b>CONTACT NAME:</b> Richard Ficca <b>PHONE (A/C, No, Ext):</b> (727) 569-6000 <b>E-MAIL ADDRESS:</b> rficca@gmail.com	<b>FAX (A/C, No):</b> (727) 490-0356
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Lighthouse Engineering, Inc 701 Enterprise Rd E #410  Safety Harbor FL 34695	<b>INSURER A:</b> First Community Insurance Company	
	<b>INSURER B:</b> First Community Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			09 0004998745 8 07	04/09/2021	04/09/2022	EACH OCCURRENCE	\$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ Included in Gen A	
	OTHER:						GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<b>AUTOMOBILE LIABILITY</b>			09 0004998745 8 07	04/09/2021	04/09/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$	
	<b>EXCESS LIAB</b>						AGGREGATE	\$	
	DED							\$	
	RETENTION \$							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Building (Coverage A) Special \$145,656 LIMIT OF INSURANCE

Business Personal Property (Coverage B) Special \$10,000 LIMIT OF INSURANCE

Business Income and Extra Expense Special \$36,414 LIMIT OF INSURANCE

**CERTIFICATE HOLDER****CANCELLATION**

For Informational Purposes Only  
 For a company specific certificate please contact Florida Coastal Insurance Agency at 727-569-6000 or Fax 727-490-0356

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Florida Coastal Insurance Agency		NAMED INSURED Lighthouse Engineering, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Hired & Non Owned Auto included in Bankers BOP Policy



Ron DeSantis, Governor



## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**FORAN, BRADLEY SCOTT**

701 ENTERPRISE ROAD E  
SUITE 410  
SAFETY HARBOR FL 34695

**LICENSE NUMBER: PE52634**

**EXPIRATION DATE: FEBRUARY 28, 2023**

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Ron DeSantis, Governor



## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

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PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**LIU, THOMAS**

8509 W. HANNA AVE.  
TAMPA FL 33615

**LICENSE NUMBER: PE58258**

**EXPIRATION DATE: FEBRUARY 28, 2023**

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**FORAN, HUBERT F.**

24 TWIN PEAKS DRIVE  
MAGGIE VALLEY NC 28751

**LICENSE NUMBER: PE11635**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

July 26, 2021

Bradley Foran, President  
LIGHTHOUSE ENGINEERING, INC. d/b/a LHE  
701 Enterprise Road East, Suite 410  
Safety Harbor, Florida 34695

Dear Mr. Foran:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design

- Group 6 - Traffic Engineering and Operations Studies
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
  - 6.3.2 - Intelligent Transportation Systems Implementation

- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
199.49%*	3.206%	Reimbursed	No	1.21%

\*For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

## Licensee Details

### Licensee Information

Name: **LIGHTHOUSE ENGINEERING INC. DBA LHE, INC. (Primary Name)**

Main Address: **701 ENTERPRISE ROAD EAST  
SUITE 410  
SAFETY HARBOR Florida 34695**

County: **PINELLAS**

License Mailing:

LicenseLocation:

### License Information

License Type: **Registry**

Rank: **Registry**

License Number: **28576**

Status: **Current**

Licensure Date: **05/15/2009**

Expires:

**Special Qualifications**                      **Qualification Effective**

### Alternate Names

[View Related License Information](#)

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**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



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## Detail by Entity Name

Florida Profit Corporation  
LIGHTHOUSE ENGINEERING INC.

### Filing Information

<b>Document Number</b>	P06000152907
<b>FEI/EIN Number</b>	20-8032896
<b>Date Filed</b>	12/12/2006
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	05/01/2009

### Principal Address

701 ENTERPRISE ROAD EAST  
SUITE 410  
SAFETY HARBOR, FL 34695

Changed: 03/31/2016

### Mailing Address

701 ENTERPRISE ROAD EAST  
SUITE 410  
SAFETY HARBOR, FL 34695

Changed: 03/31/2016

### Registered Agent Name & Address

FABRIZIO, SANDRA K, MRS.  
701 ENTERPRISE ROAD  
SUITE 410



SAFETY HARBOR, FL 34695

Name Changed: 03/07/2014

Address Changed: 03/07/2014

**Officer/Director Detail****Name & Address**

Title PTD

FORAN, BRADLEY S  
 65 TURNSTONE DR  
 SAFETY HARBOR, FL 34695

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	01/22/2020
2021	03/08/2021
2022	03/08/2022

**Document Images**

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<a href="#">01/13/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/07/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/21/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/21/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/23/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2009 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/23/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/12/2006 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

[Previous On List](#)[Next On List](#)[Return to List](#)



# CITY OF SAFETY HARBOR

BRAD FOLAN  
701 ENTERPRIDE RD E  
SAFETY HARBOR, FL 34695

ACCOUNT NO: 2022-13802

ISSUED: 07/22/2021

EXPIRES: 09/30/2022

## BUSINESS TAX RECEIPT FOR FISCAL YEAR 2021-2022

KEEP CONSPICUOUSLY POSTED AT THE PLACE OF BUSINESS SHOWN

### INDIVIDUAL/BUSINESS NAME AND ADDRESS

LIGHTHOUSE ENGINEERING  
701 ENTERPRISE RD E 410  
SAFETY HARBOR, FL 34695

### OWNER NAME AND ADDRESS

BRAD FOLAN  
701 ENTERPRISE RD E 410  
SAFETY HARBOR, FL 34695

THE PERSON OR FIRM NAMED ABOVE IS HEREBY REGISTERED TO ENGAGE  
IN THE BUSINESS, PROFESSION OR TRADE LISTED BELOW IN THE CITY OF  
SAFETY HARBOR, FLORIDA.

<u>FEE DESCRIPTION(S)</u>	<u>AMOUNT PAID</u>
PROFESSIONAL STATE OR BOARD CERTIFIED	\$190.00
FIRE INSPECTION FEE	\$25.00
TOTAL:	\$215.00



From: Pinellas County Economic Development, Small Business Enterprise Program  
April 27, 2022  
Subject: Pinellas County Small Business Enterprise Program Renewal Application Approved

Dear Bradley Foran, P.E.:

Congratulations! Your [Renewal]application for designation as a Small Business Enterprise in the SBE Program is approved. The approval is contingent upon your firm successfully completing the eligibility listed below. We have designated Lighthouse Engineering, Inc. DBA LHE as eligible to [continue to] participate in the SBE program, and sheltered market program with an effective date of 4/8/2022. This certificate is specific to Pinellas County and covers only the company that is listed in this letter, not any other company with which you may be associated. Your firm will appear on the list of approved registered vendors.

As part of our SBE program, **we do require you to register your business** in our SBDC system as well. This registration will make it easier to sign up for classes and any time you need one-on-one free counseling for questions with procuring contracts with Government (County or Federal). Please visit our website, at <https://www.pced.org/page/Consulting>, to register and learn more or call 727-453-7200 for your consultation. During the registration process it will ask for nature of "counseling requested", select from any of the boxes you wish and then scroll down to the bottom and in the additional area please indicate "*Pinellas County SBE*" in the text box.

No additional eligibility. You are successfully registered. We encourage your firm to view our list of workshops to assist your business with getting the most out of working with Pinellas County. Please visit our website, at <https://pinellas.obsres.com/economic/Info.aspx?EventID=3005>, to register and learn more. These workshops are not mandatory, however, recommended.

Please visit our website, at <https://pinellas.obsres.com/economic/Info.aspx?EventID=3005>, to register and learn more or call 727-453-7200 for your consultation.

Form Name: Pinellas County Small Business Enterprise Program Renewal Application  
Business: Lighthouse Engineering, Inc. DBA LHE  
Contact: Bradley Foran, P.E.  
Submission Date: 4/8/2022  
Review Date: 4/12/2022  
Expiration Date: 4/11/2025

Your approved Pinellas County Small Business Enterprise Program Renewal Application will expire 4/11/2025. If there are changes to your business, please contact staff to ensure the most accurate representation of your business. This includes changes to your company contacts, products, or services.

Thank you for your continued interest in participating with Pinellas County and the SBE Program. If you have any additional questions please email us at [Businesshelp@pinellascounty.org](mailto:Businesshelp@pinellascounty.org) or call 727-453-7200.

PINELLAS COUNTY  
SMALL BUSINESS ENTERPRISE  
PROGRAM

THIS CERTIFICATE IS AWARDED TO

**Lighthouse Engineering, Inc. DBA  
LHE**

HAS SUCCESSFULLY COMPLETED THE  
SBE Certification Requirements for:  
Construction  
Professional, Scientific, and Technical Services  
Certification Expires:  
4/11/2025

Approved:  
**4/12/2022**



SIGNED, *Corey McCaster*





## **Minority and Small Business Development**

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

**Lighthouse Engineering, Inc. DBA LHE**

is hereby certified as a

**Small Local Business Enterprise (SLBE)**

In the following specialty(ies)

**Construction-Related Services**

**The certification is valid from January 15, 2021 to January 15, 2023**

---

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

**Gregory K. Hart, Manager  
Minority and Small Business Manager**



**Board of County Commissioners  
Economic Development Department  
Minority and Disadvantaged Business Development**

## **Small Business Registration**

Lighthouse Engineering, Inc. DBA LHE

HC-1873/22

Valid from March 2, 2022 - March 2, 2024

**Approved Lines of Business:**

**Engineering - Civil, Construction-Related Services**

A handwritten signature in black ink, appearing to read "Theresa Kempa".

Theresa Kempa  
Minority and Disadvantaged Business Manager  
Economic Development Department



**PORT TAMPA BAY™**

## ***Small Business Enterprise Certification***

***Lighthouse Engineering Inc.***

***Federal ID #20-8032896***

***Services Provided: Architect-Engineer & Other Professional  
Design Services; Consulting Services***

***Valid from 04/25/2022 to 04/24/2023***

***Donna L. Casey***

---

***SBE & Contracts Manager***

***Please note this certificate is valid only with Port Tampa Bay.  
It is not reciprocal with the City of Tampa or Hillsborough County and may not be reciprocal with any other local governmental agency.***

***Member since 2023***



# The City of St. Petersburg Small Business Enterprise Certification

*This certificate is awarded to*  
**Lighthouse Engineering, Inc. DBA LHE**

**SBE Certification Number: 124586**

*This certificate is applicable in*  
**Engineering - Civil, Construction-Related Services, The City of St. Petersburg**

*Certified: April 4, 2022*

*Expires: March 2, 2024*

Stephanie Swinson, Esq.  
Contracts Compliance Manager  
727-893-4109  
[Stephanie.Swinson@stpete.org](mailto:Stephanie.Swinson@stpete.org)

In accordance with the City of St. Petersburg's Small Business Enterprise Ordinance #789-G, your business is certified as a Small Business Enterprise by the City of St. Petersburg. You will need to show proof of your new Occupational License each year, as well as renew your certification with this agency every three years. If at anytime the composition of the SBE status of your firm changes, you need to complete another SBE affidavit. The City of St. Petersburg Government reserves the right to terminate or cancel this certification at anytime when it is found that the composition of the Organization has changed and no longer meets the definition established for SBE certification.



**WOODCREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6C11**

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Woodcreek CDD Support – Pasco County, Florida

2. PUBLIC NOTICE DATE

September 18, 2023

3. SOLICITATION OR PROJECT NUMBER

Woodcreek CDD

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Joe Cimino, P.E. Principal

Water Resource Associates, LLC (aka WRA)

6. TELEPHONE NUMBER

813 265 3130

7. FAX NUMBER

NA

8. E-MAIL ADDRESS

jcimino@wraengineering.com

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WRA <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	12363 Hampton Park, Blvd. Tampa, Fl 33624	Project Mgmt., Civil Engineering Environmental Science Construction Mgmt.,

RFQ Responses:

1. WRA currently holds applicable federal, state and local licenses.
2. WRA is authorized to do business in the state of Florida.
3. Qualification Statement:
  - a. WRA's professional personnel are able and adequate.
  - b. WRA is not a certified minority business.
  - c. WRA is willing to meet time and budget requirements.
  - d. WRA has previously been the CDD Engineer for the Preserve at South Branch CDD.
  - e. WRA's headquarters are in Tampa Florida.
  - f. WRA is extremely busy with other projects currently but is willing to assist the CDD in this role.
  - g. WRA has not been officially contracted with the CDD for any previous work.
  - h. Joe Cimino, P.E. will be the specific individual handline CDD support.



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Between

**WRA and Woodcreek CDD**

Proposal #23-243 October 2, 2023

**DESIGN PROFESSIONAL:**

Water Resource Associates, LLC  
12363 Hampton Park Blvd.  
Tampa, FL 33624

**CLIENT:**

Woodcreek CDD

**Project Name and Scope of Services:**

**South Branch Ranch CDD Support:** This agreement is to provide engineering, environmental, planning and other support services for the establishment and operation of the Woodcreek Community Development District (CDD).

**Fee Arrangement:**

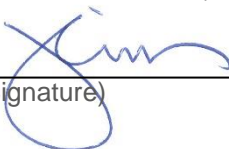
Compensation for providing General Services will be based on Time and Materials not to exceed **\$15,000** plus reimbursables per the WRA 2023 Fee Schedule enclosed as Attachment A. No services will be performed without written authorization from the CLIENT (which may include email authorization).

DESIGN PROFESSIONAL:

CLIENT:

Joseph A. Cimino P.E., Principal  
\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Printed Name/Title)

  
\_\_\_\_\_  
(Signature) 10-02-2023  
(Date)

\_\_\_\_\_  
(Signature) (Date)

Water Resource Associates, LLC.  
\_\_\_\_\_  
(Name of DESIGN PROFESSIONAL)

\_\_\_\_\_  
(Name of CLIENT)



## ATTACHMENT A - 2023 FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

### PROFESSIONAL SERVICES RATES (per hour)

Engineering	Principal	\$250.00
	Senior Professional Engineer	\$195.00
	Senior Construction Engineer	\$195.00
	Project Manager	\$180.00
	Senior Facilitator	\$170.00
	Professional Engineer	\$175.00
	Construction Engineer	\$165.00
	Civil Engineer	\$150.00
Geology and Hydrology	Senior Professional Hydrogeologist	\$185.00
	Senior Hydrologist	\$160.00
Environmental	Environmental Manager	\$185.00
	Senior Environmental Scientist	\$140.00
	Environmental Scientist	\$115.00
	Environmental Field Technician	\$95.00
GIS	Senior GIS Analyst	\$140.00
	GIS Analyst	\$100.00
Design and Planning	Sr. Landscape Architect	\$175.00
	Senior Planner	\$175.00
	CADD Designer	\$110.00
	Technician	\$85.00
Survey	Professional Surveyor	\$185.00
	Survey Crew (2 person)	\$160.00
	Survey CADD Technician	\$130.00
Administrative	Permit Coordinator	\$95.00
	Administrative Assistant	\$75.00

### OTHER DIRECT CHARGES

Copying (B/W Prints)	\$0.25 per page
Copying (Color Prints)	\$0.50 per page
Drawings (B/W & Color Prints)	\$3.50 per sheet
Mylars	\$10.00 per sheet
Mileage	\$0.655 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%



## ATTACHMENT D

### TERMS AND CONDITIONS OF AGREEMENT

#### **A. Invoice Procedures & Payment**

1. WRA shall submit invoices to CLIENT for work accomplished once during each calendar month; the amount of each monthly invoice shall be based on time charges or a "percentage of completion method" applicable Lump Sum cited herein for the work accomplished during the invoicing period. Said invoices shall be submitted by WRA as soon as accomplished and shall be due and payable by CLIENT upon receipt.

CLIENT, as owner or authorized agent for the owner, or as an authorized representative of a governmental entity, hereby agrees that payment as provided herein will be made for said work within thirty (30) days from the date the invoice for same is mailed to CLIENT at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable Attorney's fees, whether action be brought or not. CLIENT hereby acknowledges that unpaid invoices shall accrue interest at 18% per annum, or 1½% per month, after they have been outstanding for over thirty (30) days. Upon cancellation, abandonment or suspension of the project by CLIENT prior to completion of services to be performed, WRA shall be paid for all work accomplished to the date of cancellation, abandonment or suspension on a quantum merit basis in accordance with the provisions for compensation contained herein.

WRA agrees to provide CLIENT with mechanic's lien waivers at the time of any payment by CLIENT with respect to the work covered by such payment.

WRA shall have the exclusive right to terminate or suspend work progress due to excessive unpaid outstanding fees earned over 90-days. WRA will not be responsible or liable for damages caused due to termination and suspension of work as a result of non-payment. WRA shall provide written notice of work suspension to the client. The notice will be provided five (5) business days prior to suspension.

#### **2. Set-offs, Back-charges, Discounts**

Payment of invoices shall not be subject to any discounts or set-offs by CLIENT, unless agreed to in writing by WRA. Payment to WRA for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

#### **3. Disputed Invoices**

If CLIENT objects to any portion of an invoice, CLIENT shall so notify WRA in writing within 30 calendar days of receipt of the invoice. CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.



Interest as stated above shall be paid by CLIENT on all disputed invoice amounts that are subsequently resolved in WRA's favor and shall be calculated on the unpaid balance from the due date of the invoice.

#### **4. Suspension of Services**

If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, WRA may suspend performance of the services upon 10 calendar days' notice to CLIENT, WRA shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by CLIENT. Upon payment in full by CLIENT, WRA shall resume services under this Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for WRA to resume performance. In addition, WRA has the right to not start work for CLIENT based upon delinquent past due invoices.

#### **5. Termination of Services for Failure of Payment**

If CLIENT fails to make payment to WRA in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of the Agreement by WRA.

### **B. Liability**

In performing its professional services hereunder, WRA will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by WRA's undertaking herein or its performance of services hereunder. WRA agrees to hold CLIENT harmless from loss, damage, injury, or liability arising directly and solely from the negligent acts or omissions of WRA, its employees, agents, subcontractors and their employees and agents but only to the extent set forth as follows. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability in the aggregate of WRA and WRA's officers, directors, employees, agents, and WRA's sub-consultants, and any of them, to CLIENT or to anyone claiming by, through and under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty express or implied of WRA or WRA's officers, directors, employees, agents, WRA's sub-consultants or any or them, shall not exceed the total compensation received by WRA under this Agreement or the total lump sum amount of this proposal, whichever is greater. Under no circumstances shall WRA be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors or materialmen to install work in accordance with the plans and specifications.



**C. Underground Utilities**

CLIENT agrees to hold WRA harmless as a result of unforeseen utility conflicts encountered during construction. The location of existing utilities shown on the design plans will be determined for the best-information available without benefit of physically excavating to determine exact locations. The above ground survey, local municipality utility atlases and available as-builts will be used as a basis-of-design.

**D. Arbitration**

All claims, counterclaims, disputes, and other matters in question between CLIENT and WRA arising out of this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, at the sole discretion of WRA. Notice of demand for arbitration must be filed in writing with the other party to this Agreement and with the American Arbitration Association no later than that date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. In addition, no arbitration proceedings shall include by consolidation, joinder, or in any other manner, any party other than CLIENT and WRA, and arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in questions shall not be expanded to include any other issue. The restriction of the previous sentence as to parties to and issues of the arbitration proceedings may be amended by specific written approval of CLIENT and WRA for each exception.

**E. Notice to Owner**

If CLIENT is not Fee Owner of the property, the undersigned Fee Owner hereby acknowledges that the services requested of WRA are pursuant to a direct contract between CLIENT and Fee Owner and are intended to improve the real property of Fee Owner. In consideration of the improvements, CLIENT agrees to permit WRA to provide "Notice to Owner" prior to initiation of professional services.

**F. Site Sign**

CLIENT agrees to allow WRA to install a site sign, either 2' x 4', 4' x 4', or 4' x 8', if appropriate. Such sign shall be installed upon submittal of plans to public agencies.

**G. Termination**

Either CLIENT or WRA may terminate this AGREEMENT without penalty at any time with or without cause upon giving the other party 15-calendar days' prior written notice. CLIENT shall within 15-calendar days of termination pay WRA for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this AGREEMENT. CLIENT shall also reimburse WRA for all of WRA's termination expenses, including, but not limited to, those associated with demobilization reassignment of personnel, and space and equipment costs.



**WOODCREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6D**



**Woodcreek Community Development District  
Request for Qualifications – District Engineering Services**

**Competitive Selection Criteria**

	Ability and Adequacy of Professional Personnel	Consultant’s Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
<i>weight factor</i>	<b>25</b>	<b>25</b>	<b>20</b>	<b>15</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>100</b>
NAME OF RESPONDENT								
1 <b>Lighthouse Engineering, Inc.</b>								
2 <b>WRA Engineering, LLC</b>								

\_\_\_\_\_

Board Member’s Signature

\_\_\_\_\_

Date

# **WOODCREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

**7AI**

**Tampa Bay Times**  
**Published Daily**

STATE OF FLORIDA  
COUNTY OF Pasco

} SS

Before the undersigned authority personally appeared **Carol Chewning** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Woodcreek Request for Proposals** was published in said newspaper by print in the issues of: **10/18/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco** County, Florida and that the said newspaper has heretofore been continuously published in said **Pasco** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pasco** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Woodcreek Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Pasco County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Woodcreek Community Development District." Proposals must be received by 12:00 p.m., on October 26, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager  
10/18/2023 0000312509

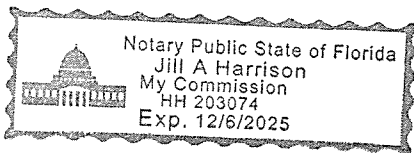
\_\_\_\_\_  
Signature Affiant

Sworn to and subscribed before me this 10/18/2023

\_\_\_\_\_  
Signature of Notary Public

Personally known     X     or produced identification

Type of identification produced \_\_\_\_\_



# **WOODCREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

**7A11**

**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

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District Manager

## WOODCREEK COMMUNITY DEVELOPMENT DISTRICT

### REQUEST FOR PROPOSALS

#### District Auditing Services for Fiscal Year 2023

Pasco County, Florida

#### INSTRUCTIONS TO PROPOSERS

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **October 26, 2023**, at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Woodcreek Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (“**Proposal Documents**”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

**SECTION 13. PROTESTS.** In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be

filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.



**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. Ability of Personnel. (20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience. (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work. (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. Price. (20 Points)\*\*\***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

**Total (100 Points)**

\*\*\*Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**WOODCREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7A111a**

**WOODCREEK  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSAL FOR AUDIT SERVICES**

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**PROPOSED BY:**

Berger, Toombs, Elam, Gaines & Frank  
CERTIFIED PUBLIC ACCOUNTANTS, PL

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600 Citrus Avenue, Suite 200  
Fort Pierce, Florida 34950

(772) 461-6120

**CONTACT PERSON:**

J. W. Gaines, CPA, Director

**DATE OF PROPOSAL:**

October 26, 2023

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# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

October 26, 2023

Woodcreek Community Development District  
District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Woodcreek Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Woodcreek Community Development District. We will provide you with top quality, responsive service.

## **Experience**

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Fort Pierce / Stuart

Member AICPA

- 1 -  
Member AICPA Division for CPA Firms  
Private Companies practice Section

Member FICPA

Woodcreek Community Development District  
October 26, 2023

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Woodcreek Community Development District.

Very truly yours,

*Berger Toombs Elam  
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

## **PROFILE OF THE PROPOSER**

### **Description and History of Audit Firm**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

## Professional Staff Resources

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	<u>5</u>
Total – all personnel	35

Following is a brief description of each employee classification:

**Staff Accountant** – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

**Senior Accountant** – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

**Managers** – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

**Principal** – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

**Partner/Director** – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.



## **Professional Staff Resources (Continued)**

**Independence** – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Woodcreek Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

### **Ability to Furnish the Required Services**

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

## **ADDITIONAL SERVICES PROVIDED**

### **Arbitrage Rebate Services**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

## **GOVERNMENTAL AUDITING EXPERIENCE**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

## **Continuing Professional Education**

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

## **GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)**

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

### **Quality Control Program**

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

## **GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)**

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

### **Certificate of Achievement for Excellence in Financial Reporting (CAFR)**

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### References

Terracina Community Development  
District  
Jeff Walker, Special District Services  
(561) 630-4922

Gateway Community Development  
District  
Stephen Bloom, Severn Trent Management  
(954) 753-5841

The Reserve Community Development District  
  
Darrin Mossing, Governmental Management  
Services LLC  
(407) 841-5524

Clearwater Cay Community Development  
District  
Cal Teague, Premier District Management  
  
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

### Community Development Districts

Aberdeen Community Development  
District

Beacon Lakes Community  
Development District

Alta Lakes Community Development  
District

Beaumont Community Development  
District

Amelia Concourse Community  
Development District

Bella Collina Community Development  
District

Amelia Walk Community  
Development District

Bonnet Creek Community  
Development District

Aqua One Community Development  
District

Buckeye Park Community  
Development District

Arborwood Community Development  
District

Candler Hills East Community  
Development District

Arlington Ridge Community  
Development District

Cedar Hammock Community  
Development District

Bartram Springs Community  
Development District

Central Lake Community  
Development District

Baytree Community Development  
District

Channing Park Community  
Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District



## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community  
Development District

Vizcaya in Kendall  
Development District

TSR Community Development  
District

Waterset North Community  
Development District

Turnbull Creek Community  
Development District

Westside Community Development  
District

Twin Creeks North Community  
Development District

WildBlue Community Development  
District

Urban Orlando Community  
Development District

Willow Creek Community  
Development District

Verano #2 Community  
Development District

Willow Hammock Community  
Development District

Viera East Community  
Development District

Winston Trails Community  
Development District

VillaMar Community  
Development District

Zephyr Ridge Community  
Development District

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

### Current or Recent Single Audits.

St. Lucie County, Florida  
Early Learning Coalition, Inc.  
Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

### Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River  
Martin  
Okeechobee  
Palm Beach

### Municipalities

City of Port St. Lucie  
City of Vero Beach  
Town of Orchid

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### Special Districts

Bannon Lakes Community Development District  
Boggy Creek Community Development District  
Capron Trail Community Development District  
Celebration Pointe Community Development District  
Coquina Water Control District  
Diamond Hill Community Development District  
Dovera Community Development District  
Durbin Crossing Community Development District  
Golden Lakes Community Development District  
Lakewood Ranch Community Development District  
Martin Soil and Water Conservation District  
Meadow Pointe III Community Development District  
Myrtle Creek Community Development District  
St. Lucie County – Fort Pierce Fire District  
The Crossings at Fleming Island  
St. Lucie West Services District  
Indian River County Mosquito Control District  
St. John's Water Control District  
Westchase and Westchase East Community Development Districts  
Pier Park Community Development District  
Verandahs Community Development District  
Magnolia Park Community Development District

### Schools and Colleges

Federal Student Aid Programs – Indian River Community College  
Indian River Community College  
Okeechobee County District School Board  
St. Lucie County District School Board

### State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)  
Florida School for Boys at Okeechobee  
Indian River Community College Crime Laboratory  
Indian River Correctional Institution

## **FEE SCHEDULE**

We propose the fee for our audit services described below to be \$3,100 for the year ended September 30, 2023. In addition, if a bond issuance occurs in the fiscal year ended September 30, 2023, the additional fee for each bond issuance is \$4,450. The fee is contingent upon the financial records and accounting systems of Woodcreek Community Development District being “audit ready” and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

## **SCOPE OF WORK TO BE PERFORMED**

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Woodcreek Community Development District as of September 30, 2023. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **J. W. Gaines, CPA, CITP**

Director – 44 years

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

#### **Professional Experience**

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

**J. W. Gaines, CPA, CITP (Continued)**

Director

#### **Continuing Professional Education**

- ◆ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
  - Governmental Accounting Report and Audit Update
  - Analytical Procedures, FICPA
  - Annual Update for Accountants and Auditors
  - Single Audit Sampling and Other Considerations

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David S. McGuire, CPA, CITP**

Director – 36 years experience

#### **Education**

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharoes (2019-2021)

#### **Professional Experience**

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
  - St. Lucie County, Florida
  - 19<sup>th</sup> Circuit Office of Medical Examiner
  - Troup Indiantown Water Control District
  - Exchange Club Center for the Prevention of Child Abuse, Inc.
  - Healthy Kids of St. Lucie County
  - Mustard Seed Ministries of Ft. Pierce, Inc.
  - Reaching Our Community Kids, Inc.
  - Reaching Our Community Kids - South
  - St. Lucie County Education Foundation, Inc.
  - Treasure Coast Food Bank, Inc.
  - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.



## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

**David S. McGuire, CPA, CITP (Continued)**

Director

#### **Continuing Professional Education**

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Matthew Gonano, CPA**

Director – 13 years total experience

#### **Education**

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

#### **Professional Affiliations/Community Service**

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

#### **Professional Experience**

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

#### **Continuing Professional Education**

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David F. Haughton, CPA**

Accounting and Audit Manager – 33 years

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

#### **Professional Experience**

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

##### **Counties:**

St. Lucie County

##### **Municipalities:**

City of Fort Pierce

City of Stuart

# ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
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**David F. Haughton, CPA (Continued)**  
Accounting and Audit Manager

**Professional Experience (Continued)**

**Special Districts:**

- Bluewaters Community Development District
- Country Club of Mount Dora Community Development District
- Fiddler’s Creek Community Development District #1 and #2
- Indigo Community Development District
- North Springs Improvement District
- Renaissance Commons Community Development District
- St. Lucie West Services District
- Stoneybrook Community Development District
- Summerville Community Development District
- Terracina Community Development District
- Thousand Oaks Community Development District
- Tree Island Estates Community Development District
- Valencia Acres Community Development District

**Non-Profits:**

- The Dunbar Center, Inc.
- Hibiscus Children’s Foundation, Inc.
- Hope Rural School, Inc.
- Maritime and Yachting Museum of Florida, Inc.
- Tykes and Teens, Inc.
- United Way of Martin County, Inc.
- Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General’s Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

**Continuing Professional Education**

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Paul Daly**

Staff Accountant – 11 years

#### **Education**

- ◆ Florida Atlantic University, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Melissa Marlin, CPA**

Senior Staff Accountant – 9 years

#### **Education**

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Bryan Snyder**

Staff Accountant – 8 years

#### **Education**

- ◆ Florida Atlantic University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

#### **Continuing Professional Education**

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Maritza Stonebraker, CPA**

Senior Accountant – 7 years

#### **Education**

- ◆ Indian River State College, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

#### **Continuing Professional Education**

- ◆ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.



## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Jonathan Herman, CPA**

Senior Staff Accountant – 9 years

#### **Education**

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

#### **Professional Experience**

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Sean Stanton, CPA**

Staff Accountant – 5 years

#### **Education**

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

#### **Continuing Professional Education**

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Tifanee Terrell**

Staff Accountant – 3 years

#### **Education**

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Terrell is currently studying to pass the CPA exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Dylan Dixon**

Staff Accountant – 1 year

#### **Education**

- ◆ Indian River State College, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Brennen Moore**

Staff Accountant

#### **Education**

- ◆ Indian River State College, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Jordan Wood**

Staff Accountant – 1 year

#### **Education**

- ◆ Indian River State College, A.A. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Katie Gifford**

Staff Accountant

#### **Education**

- ◆ Indian River State College, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Rayna Zicari**

Staff Accountant

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Zicari is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.





6815 Dairy Road  
Zephyrhills, FL 33542

813.788.2155  
[BodinePerry.com](http://BodinePerry.com)

### Report on the Firm's System of Quality Control

To the Partners of November 30, 2022  
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

*Bodine Perry*

Bodine Perry

(BERGER\_REPORT22)



**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS District**

**Auditing Services for Fiscal Year 2023  
Pasco County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than October 26, 2023, at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Woodcreek Community Development District" on the face of it. Please include pricing for each additional bond issuance.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. Ability of Personnel. (20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience. (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work. (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. Price. (20 Points)\*\*\***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

**Total (100 Points)**

\*\*\*Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**WOODCREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7A1111b**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

**WOODCREEK**

**Community Development District**

Proposal Due: October 26, 2023  
12:00PM

**Submitted to:**

Woodcreek  
Community Development District  
c/o District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

---

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

October 26, 2023

Woodcreek Community Development District  
c/o District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023, with an option for four additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Woodcreek Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.



### Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or David Caplivski, CPA ([dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



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Antonio J. Grau

# Firm Qualifications



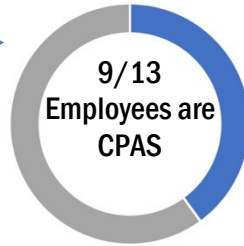
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Grau's Focus and Experience

## Our Team



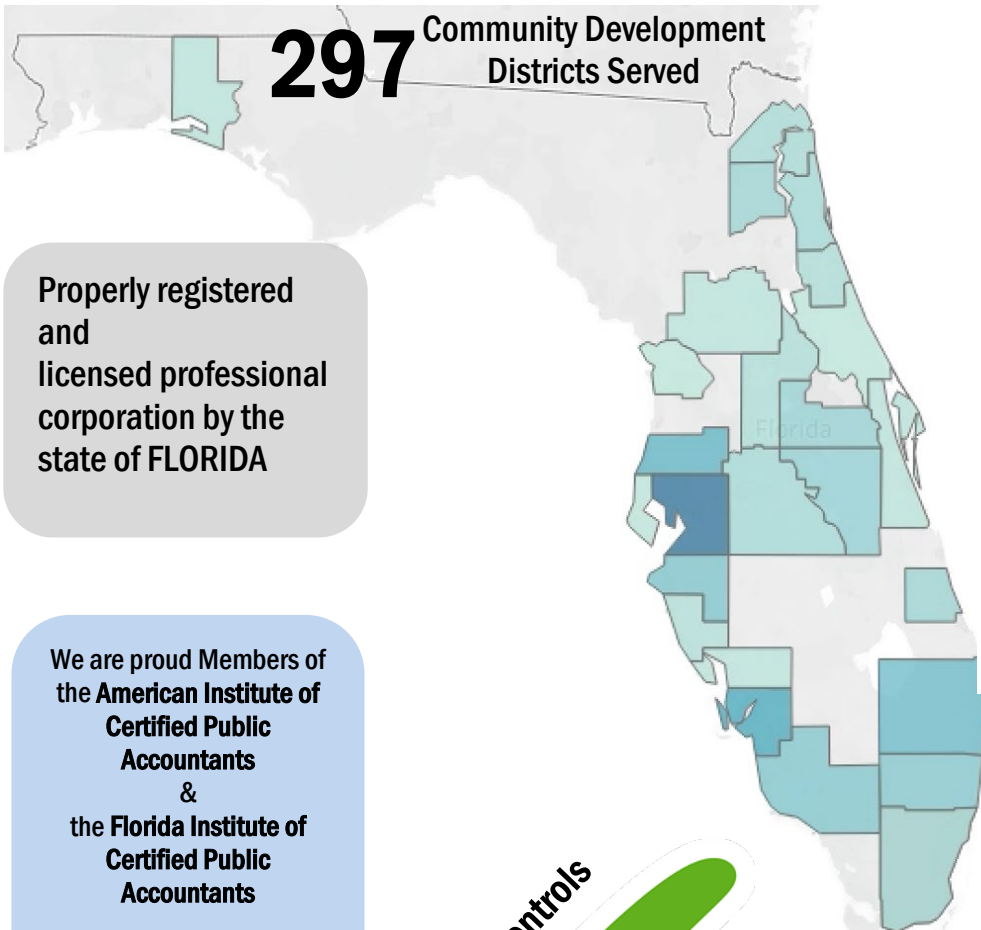
3 Partners  
10 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

## Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



Florida Institute of Certified Public Accountants

**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

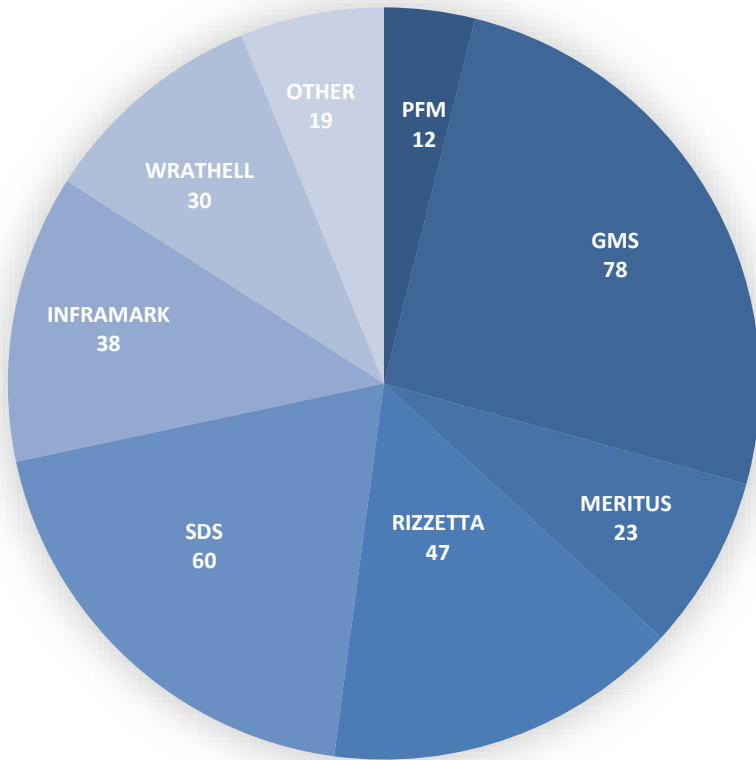
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | [www.ficpa.org](http://www.ficpa.org)

# Firm & Staff Experience



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### *Profile Briefs:*

**Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+  
CPE (last 2 years): Government Accounting, Auditing: 40 hours; Accounting, Auditing and Other: 53 hours  
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

**David Caplivski, CPA (Partner)**

*Years Performing Audits: 13+  
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours  
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

David Caplivski

# YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



**Antonio 'Tony' J. Grau, CPA**  
**Partner**

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

**Experience**

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

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**Education**

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

**Clients Served** (partial list)

(>300) Various Special Districts, including:

- |  |  |
|--|--|
| Bayside Improvement Community Development District   | St. Lucie West Services District                 |
| Dunes Community Development District                 | Ave Maria Stewardship Community District         |
| Fishhawk Community Development District (I, II, IV)  | Rivers Edge II Community Development District    |
| Grand Bay at Doral Community Development District    | Bartram Park Community Development District      |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
|  |  |
| Boca Raton Airport Authority                         |  |
| Greater Naples Fire Rescue District                  |  |
| Key Largo Wastewater Treatment District              |  |
| Lake Worth Drainage District                         |  |
| South Indian River Water Control                     |  |

**Professional Associations/Memberships**

American Institute of Certified Public Accountants   Florida Government Finance Officers Association  
Florida Institute of Certified Public Accountants   Government Finance Officers Association Member  
City of Boca Raton Financial Advisory Board Member

**Professional Education** (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	53
Total Hours	93 (includes of 4 hours of Ethics CPE)





**David Caplivski, CPA/CITP, Partner**  
 Contact : [dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com) / 561-939-6676

**Experience**

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

**Education**

Florida Atlantic University (2009)  
 Master of Accounting  
 Nova Southeastern University (2002)  
 Bachelor of Science  
 Environmental Studies

**Certifications and Certificates**

Certified Public Accountant (2011)  
 AICPA Certified Information Technology Professional (2018)  
 AICPA Accreditation COSO Internal Control Certificate (2022)

**Clients Served (partial list)**

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

**Professional Education (over the last two years)**

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

**Professional Associations**

*Member, American Institute of Certified Public Accountants*  
*Member, Florida Institute of Certified Public Accountants*  
*Member, Florida Government Finance Officers Association*  
*Member, Florida Association of Special Districts*

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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### Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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### Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

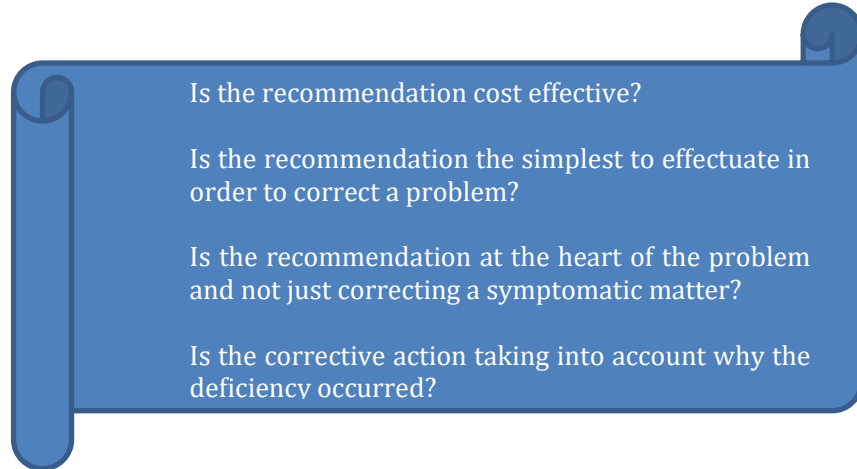
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# Cost of Services



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2027 are as follows:

<b>Year Ended September 30,</b>	<b>Fee</b>
2023	\$3,400
2024	\$3,500
2025	\$3,600
2026	\$3,700
2027	<u>\$3,800</u>
<b>TOTAL (2023-2027)</b>	<b><u>\$18,000</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

# Supplemental Information



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **PARTIAL LIST OF CLIENTS**

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
<b>TOTAL</b>	<b>332</b>	<b>5</b>	<b>3</b>	<b>327</b>	

## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing **Woodcreek Community Development District** with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

**WOODCREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7AIV**

# WOODCREEK COMMUNITY DEVELOPMENT DISTRICT

## AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
<b>PROPOSER</b>	<b>20 POINTS</b>	<b>20 POINTS</b>	<b>20 POINTS</b>	<b>20 POINTS</b>	<b>20 POINTS</b>	<b>100 POINTS</b>
<b>Berger, Toombs, Elam, Gaines &amp; Frank</b>						
<b>Grau &amp; Associates</b>						

NOTES:

Completed by: \_\_\_\_\_

Board Member's Signature

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

\_\_\_\_\_  
Printed Name of Board Member

# **WOODCREEK**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **10A**

**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT  
FORM OF REQUISITION FOR ASSESSMENT AREA ONE PROJECT**

The undersigned, an Authorized Officer of Woodcreek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of November 1, 2022 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of November 1, 2022 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **2**

(B) Name of Payee: **Forestar (USA) Real Estate Group Inc.**

(C) Amount Payable: **\$68,411.72**

**Note that the amount of this requisition is equal to the balance of the Series 2023 Acquisition and Construction Account. To the extent that additional monies are released into the Series 2023 Acquisition and Construction Account, the Trustee is directed to may payment of any remaining amounts owed by the District for the Phase 1A & 1A1 Improvements, as further detailed below, up to the full amount of \$5,851,070.92, and without further action by the District.**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

**The Acquisition of the Phase 1 and 1A1 Improvements were in the amount of \$5,851,070.92. Requisition #1, attached hereto as Exhibit A, was processed in the amount of \$3,380,714.94, which left an unpaid balance of \$2,470,355.98. The above-referenced amount payable is to be applied to the unpaid balance of \$2,470,355.98.**

EVENT	AMOUNT
Acquisition of Phase 1A & 1A1 Improvements	\$5,851,070.92
LESS amount paid under Requisition #1	<u>-\$3,380,714.94</u>
BALANCE owed under Requisition #1	\$2,470,355.98

(E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2022



Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area One Project and each represents a Cost of the Assessment Area One Project, and has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2022 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**WOODCREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: 

Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2022 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area One Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

**[SIGNATURE ON FOLLOWING PAGE]**

Consulting Engineer

Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area One Project and each represents a Cost of the Assessment Area One Project, and has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2022 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

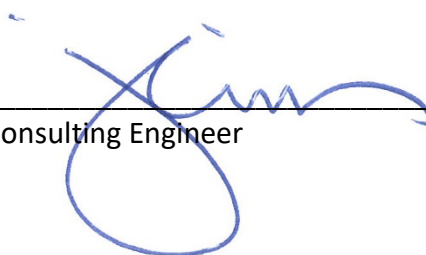
Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**WOODCREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: [SIGNATURE ON PRIOR PAGE]  
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2022 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area One Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

  
\_\_\_\_\_  
Consulting Engineer



## **Forestar Main Operating Account Wire Instructions**

**Forestar (USA) Real Estate Group, Inc.**  
**Wells Fargo Bank, NA**  
Bank Address: 420 Montgomery, San Francisco, CA 94104

**Bank Name: Wells Fargo Bank**  
**Bank ABA Routing #: 121000248**  
**Account Name: Forestar (USA) Real Estate Group Inc**  
**Account #: 4478938988**  
**OBI/Wire Description: (“Reason for Transfer”)**

Forestar Tax ID: 74-1213624

Forestar Address: 2221 E. Lamar Blvd, Ste 790, Arlington, TX 76006  
10700 Pecan Park Blvd, Ste 150, Austin, TX 78750

With wire fraud on the increase, be ever-vigilant. Our bank wire instructions seldom change. If you receive communication that appears to be generated from our office containing new wire instructions, please call our office at a number you trust to verify that the change is valid.

**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT  
FORM OF REQUISITION FOR ASSESSMENT AREA ONE PROJECT**

The undersigned, an Authorized Officer of Woodcreek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of November 1, 2022 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of November 1, 2022 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **1**

(B) Name of Payee: **Forestar (USA) Real Estate Group Inc.**

(C) Amount Payable: **The Lesser of \$5,851,070.92<sup>1</sup>, which is the total eligible cost of the Phase 1 and 1A1 Improvements, or \$3,380,714.94, which is the Balance of the 2022 Acquisition and Construction Account.**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable): **Acquisition of Phase 1A & 1A1 Improvements**

(E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area One Project and each represents a Cost of the Assessment Area One Project, and has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2022 Costs of Issuance Account that has not previously been paid out of such Account.

---


<sup>1</sup> The total costs of the Phase 1 and 1A1 Improvements, paid as of November 1, 2022, are \$5,851,070.92. Any amounts still owed after payment of this requisition may be paid with proceeds from additional monies released into the 2022 Acquisition and Construction Account at a future date and without further authorization from the District's Board of Supervisors, or from a future series of bonds.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**WOODCREEK COMMUNITY DEVELOPMENT  
DISTRICT**

By:  \_\_\_\_\_  
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2022 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area One Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

[SIGNATURE ON FOLLOWING PAGE]

Consulting Engineer

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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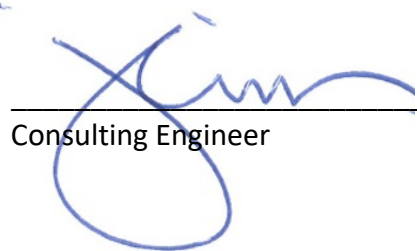
Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**WOODCREEK COMMUNITY DEVELOPMENT  
DISTRICT**

By: [SIGNATURE ON PRIOR PAGE]  
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

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\_\_\_\_\_  
Consulting Engineer

November 1, 2022

Woodcreek Community Development District  
c/o Craig Wrathell, District Manager  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Wyndfields Phases 1A and 1A1 Utilities,  
Stormwater and Roadways and Related Work Product

Dear Craig,

Pursuant to the *Acquisition Agreement*, dated September 9, 2022 ("**Acquisition Agreement**"), by and between the Woodcreek Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" and "**Work Product**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements and Work Product. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security necessary for the turnover of certain of the Improvements to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**WOODCREEK COMMUNITY  
DEVELOPMENT DISTRICT**



Name: Christian Cotter  
Title: Chair

Sincerely,  
**FORESTAR (USA) REAL ESTATE GROUP INC.**

[SIGNATURE ON FOLLOWING PAGE]

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

November 1, 2022

Woodcreek Community Development District  
c/o Craig Wrathell, District Manager  
Wrathell, Hunt and Associates, LLC  
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- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
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If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**WOODCREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Sincerely,  
**FORESTAR (USA) REAL ESTATE GROUP INC.**

[SIGNATURE ON PRIOR PAGE]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
Name: **James D. Allen**  
Title: **Executive Vice President & CFO**



**EXHIBIT A**

**Description of Wyndfields Phases 1A and 1A1 Utilities, Stormwater and Roadway Improvements and Related Work Product**

**Phases 1A and 1A1 Utilities** – All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R (Right-of-Way) (and further designated as Warren Acres Boulevard, Rosepine Boulevard, Chapel Oak Bend, Lexington Street, Bending Bonsai Drive, and Eldorado Canyon Loop), Tract Z (Lift Station), and the “Public Utility Easements” and “Access, Drainage & Utility Easements,” as identified in the plat known as *Wyndfields Phases 1A and 1A1*, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida.

**Phases 1A and 1A1 Roadways** - All public roads, pavement, curbing and other physical improvements within or upon rights-of-way designated as Tract R (Right-of-Way) (and further designated as Warren Acres Boulevard, Rosepine Boulevard, Chapel Oak Bend, Lexington Street, Bending Bonsai Drive, and Eldorado Canyon Loop), as identified in the plat known as *Wyndfields Phases 1A and 1A1*, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida.

**Phases 1A and 1A1 Surface Water Management** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts B-1, B-2, B-3, B-4, B-5 (Wetland Conservation Area, Common, and Drainage Area), and Tract R (Right-of-Way) (and further designated as Warren Acres Boulevard, Rosepine Boulevard, Chapel Oak Bend, Lexington Street, Bending Bonsai Drive, and Eldorado Canyon Loop) and the “Drainage Easements,” “Drainage and Access Easements,” “(CDD) Side Yard Drainage/Access Easements,” and “Access, Drainage & Utility Easements,” and any and all other drainage easements, as identified on the plat known as, *Wyndfields Phases 1A and 1A1*, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida.

**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phases 1A and 1A1 of the project as described in the *Master Engineer’s Report*, dated May 18, 2022.

Woodcreek						
Phase 1 Pay Application through October 15, 2022						
Private Earthwork %		20%				
ITEM	CONTRACT AMOUNT (for Engineer's Report Table)	TOTAL COMPLETED	TOTAL PAID (does not include retainage)	CDD ACQUISITION AMOUNT (discount 20% for private earthwork where applicable)	CDD ELIGIBLE AMOUNT AT CLOSING (acquisition amount less retainage)	NOTES
<b>Phase 1A/1A1 - Pay Application (Retainage 10%)</b>						
Earthwork	\$ 2,930,598.61	\$ 2,742,014.43	\$ 2,467,812.99	\$ 2,193,611.54	\$ 1,974,250.39	92% Complete
Paving	\$ 1,053,574.61	\$ 592,196.14	\$ 532,976.53	\$ 592,196.14	\$ 532,976.53	50% Complete
Stormwater	\$ 1,844,521.15	\$ 1,840,266.09	\$ 1,656,239.48	\$ 1,840,266.09	\$ 1,656,239.48	95% complete
Sanitary - Gravity	\$ 626,944.81	\$ 622,099.74	\$ 559,889.77	\$ 622,099.74	\$ 559,889.77	99% complete
Sanitary - Forcemain	\$ 440,623.53	\$ 381,254.80	\$ 343,129.32	\$ 381,254.80	\$ 343,129.32	78% complete
Potable	\$ 499,457.58	\$ 465,926.74	\$ 419,334.07	\$ 465,926.74	\$ 419,334.07	89% complete
Reclaimed	\$ 414,414.59	\$ 405,834.86	\$ 365,251.37	\$ 405,834.86	\$ 365,251.37	98% complete
<b>TOTALS</b>	<b>\$ 7,810,134.88</b>	<b>\$ 7,049,592.80</b>	<b>\$ 6,344,633.52</b>	<b>\$ 6,501,189.91</b>	<b>\$ 5,851,070.92</b>	
				Less Paving & Forcemain	\$ 4,974,965.08	

**CORPORATE DECLARATION REGARDING COSTS PAID  
[WYNDFIELDS PHASES 1A AND 1A1 UTILITIES, STORMWATER AND ROADWAY  
IMPROVEMENTS AND RELATED WORK PRODUCT]**

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("Developer"), does hereby certify to the Woodcreek Community Development District ("District"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The *Master Engineer's Report*, dated May 18, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

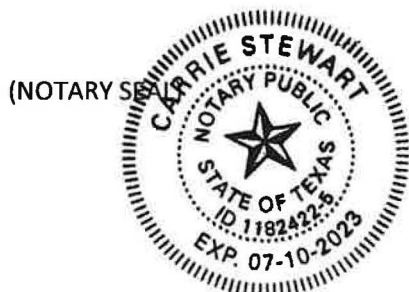
IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 1 day of NOVEMBER, 2022.

FORESTAR (USA) REAL ESTATE GROUP INC.

  
Name: James D. Allen  
Title: Executive Vice President & CFO

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 1 day of NOVEMBER, 2022, by James D. Allen as CFO of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



  
NOTARY PUBLIC, STATE OF TEXAS  
Name: CARRIE STEWART  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A**

**Description of Wyndfields Phases 1A and 1A1 Utilities, Stormwater and Roadway Improvements and Related Work Product**

**Phases 1A and 1A1 Utilities** – All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R (Right-of-Way) (and further designated as Warren Acres Boulevard, Rosepine Boulevard, Chapel Oak Bend, Lexington Street, Bending Bonsai Drive, and Eldorado Canyon Loop), Tract Z (Lift Station), and the “Public Utility Easements” and “Access, Drainage & Utility Easements,” as identified in the plat known as *Wyndfields Phases 1A and 1A1*, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida.

**Phases 1A and 1A1 Roadways** - All public roads, pavement, curbing and other physical improvements within or upon rights-of-way designated as Tract R (Right-of-Way) (and further designated as Warren Acres Boulevard, Rosepine Boulevard, Chapel Oak Bend, Lexington Street, Bending Bonsai Drive, and Eldorado Canyon Loop), as identified in the plat known as *Wyndfields Phases 1A and 1A1*, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida.

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Woodcreek						
Phase 1 Pay Application through October 15, 2022						
Private Earthwork %		20%				
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				Less Paving & Forcemain	\$ 4,974,965.08	

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**[WYNDFIELDS PHASES 1A AND 1A1 UTILITIES,**  
**STORMWATER AND ROADWAY IMPROVEMENTS]**

**THIS ACKNOWLEDGMENT & RELEASE (“Release”)** is made to be effective the 27 day of October, 2022, by **The Kearney Companies, LLC (“Contractor”)**, with an address of 9625 Wes Kearney Way, Riverview, Florida 33578, in favor of the **Woodcreek Community Development District (“District”)**, which is a local unit of special-purpose government situated in Pasco County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain Woodcreek Phase 1 (“**Contract**”) dated 8/3/2021 and between Contractor and Forestar (USA) Real Estate Group Inc., (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.


**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding

requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

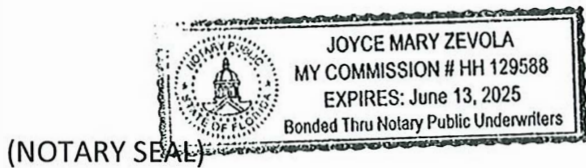
Notwithstanding anything to the contrary herein, Contractor is owed \$ 1,778,190.48 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.


**THE KEARNEY COMPANIES, LLC**

  
\_\_\_\_\_  
By: Thomas Spangler  
Its: CFO

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 27 day of October, 2022, by Thomas Spangler as CFO of The Kearney Companies, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF Florida  
Name: Joyce Mary Zevola  
(Name of Notary Public, Printed,  
Stamped or Typed as Commissioned)

**EXHIBIT A**

**Description of Wyndfields Phases 1A and 1A1 Utilities, Stormwater and Roadway Improvements and Related Work Product**

**Phases 1A and 1A1 Utilities** – All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R (Right-of-Way) (and further designated as Warren Acres Boulevard, Rosepine Boulevard, Chapel Oak Bend, Lexington Street, Bending Bonsai Drive, and Eldorado Canyon Loop), Tract Z (Lift Station), and the “Public Utility Easements” and “Access, Drainage & Utility Easements,” as identified in the plat known as *Wyndfields Phases 1A and 1A1*, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida.

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**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phases 1A and 1A1 of the project as described in the *Master Engineer’s Report*, dated May 18, 2022.

Woodcreek						
Phase 1 Pay Application through October 15, 2022						
Private Earthwork % 20%						
ITEM	CONTRACT AMOUNT (for Engineer's Report Table)	TOTAL COMPLETED	TOTAL PAID (does not include retainage)	CDD ACQUISITION AMOUNT (discount 20% for private earthwork where applicable)	CDD ELIGIBLE AMOUNT AT CLOSING (acquisition amount less retainage)	NOTES
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				Less Paving & Forcemain	\$ 4,974,965.08	

**PROFESSIONAL ACKNOWLEDGMENT AND RELEASE**  
**[WYNDFIELDS PHASES 1A AND 1A1 WORK PRODUCT]**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 2<sup>ND</sup> day of NOVEMBER, 2022, by Water Resource Associates, LLC, d/b/a WRA Engineering, a Florida limited liability company, having offices located at 4260 W. Linebaugh Avenue, Tampa, Florida 33624 ("Professional"), in favor of the **Woodcreek Community Development District** ("District"), which is a local unit of special-purpose government situated in Pasco County, Florida, and having offices at c/o Wrathell Hunt & Associations, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain \_\_\_\_\_ ("Contract") dated \_\_\_\_\_, 202\_, and between Professional and Forestar (USA) Real Estate Group Inc., a Delaware corporation ("Developer") has created certain work product, as described in **Exhibit A** ("Work Product"); and

**WHEREAS**, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

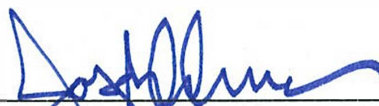
**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes. Professional hereby affirmatively agrees that the Work Product identified in Exhibit A is free of all claims, security agreement, encumbrances or liens.
3. **WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.
5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR PROFESSIONAL ACKNOWLEDGMENT AND RELEASE]

WATER RESOURCE ASSOCIATES, LLC  
d/b/a WRA ENGINEERING



Joseph A. Cimino, P.E.  
Florida Registration No. 67540  
District Engineer

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2<sup>nd</sup> day of November, 2022, by Joseph Cimino as Principal of Water Resource Associates, LLC, d/b/a WRA Engineering, and with authority to execute the foregoing on behalf of the entity(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Rita H. Garrison  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)





**EXHIBIT A**

**Description of Wyndfields Phases 1A and 1A1 Utilities, Stormwater  
and Roadway Improvements and Related Work Product**

***Work Product*** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phases 1A and 1A1 of the project as described in the *Master Engineer's Report*, dated May 18, 2022.

**DISTRICT ENGINEER'S CERTIFICATE  
[WYNDFIELDS PHASES 1A AND 1A1 UTILITIES, STORMWATER AND ROADWAY  
IMPROVEMENTS AND RELATED WORK PRODUCT]**

NOVEMBER 2ND, 2022

Board of Supervisors  
Woodcreek Community Development District

Ladies and Gentlemen:

The undersigned is a representative of Water Resource Associates, LLC, d/b/a WRA Engineering ("**District Engineer**"), as District Engineer for the Woodcreek Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc. ("**Developer**") as to certain public infrastructure "**Improvements**" and "**Work Product**" as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the District's *Master Engineer's Report*, dated May 18, 2022, ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements and Work Product.

SIGNATURE PAGE FOR DISTRICT ENGINEER'S CERTIFICATE  
[WYNDFIELDS PHASES 1A AND 1A1 UTILITIES, STORMWATER AND ROADWAY  
IMPROVEMENTS AND RELATED WORK PRODUCT]

WATER RESOURCE ASSOCIATES, LLC  
d/b/a WRA ENGINEERING

Joseph A. Cimino, P.E.  
Florida Registration No. 67540  
District Engineer

STATE OF Hillsborough  
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this 2<sup>nd</sup> day of November, 2022, by  
Joseph Cimino as Principal of Water  
Resource Associates, LLC, d/b/a WRA Engineering, and with authority to execute the foregoing  
on behalf of the entit(ies) identified above, and who appeared before me this day in person, and  
who is either personally known to me, or produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Rita H. Garrison  
(Name of Notary Public, Printed,  
Stamped or Typed as Commissioned)

**EXHIBIT A**

**Description of Wyndfields Phases 1A and 1A1 Utilities, Stormwater and Roadway Improvements and Related Work Product**

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Woodcreek						
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				Less Paving & Forcemain	\$ 4,974,965.08	

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[WYNDFIELDS PHASES 1A AND 1A1 UTILITIES, STORMWATER AND ROADWAY  
IMPROVEMENTS AND RELATED WORK PRODUCT]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 1<sup>st</sup> day of Nov., 2022, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with an address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 (“**Grantor**”), and **Woodcreek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a. **Improvements** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the work product identified in **Exhibit A**.
- c. **Additional Rights** – All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or

otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, **“AS IS, WHERE IS”, AND “WITH ALL FAULTS”**. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

**WHEREFORE**, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

**WITNESSES**

**FORESTAR (USA) REAL ESTATE GROUP INC.**

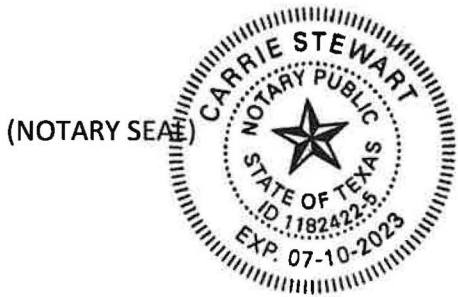
By: Carrie Stewart  
Name: CARRIE STEWART

James D. Allen  
Name: James D. Allen  
Title: Executive Vice President & CFO

By: Victoria Walker  
Name: VICTORIA WALKER

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1 day of November, 2022, by James D. Allen as CFO of Forestar, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



Carrie Stewart  
NOTARY PUBLIC, STATE OF TEXAS  
Name: CARRIE STEWART  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A**

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				Less Paving & Forcemain	\$ 4,974,965.08	



**BILL OF SALE**  
**[WYNDFIELDS PHASES 1A AND 1A1 UTILITIES IMPROVEMENTS]**

PROJECT: WYNDFIELDS PHASES 1A and 1A1

PCU PROJECT NO.:

PROJECT LOCATION: \_\_\_\_\_

**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT** (Grantor), in the County of Pasco, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto **PASCO COUNTY, FLORIDA** (Grantee) the following:

***Phases 1A and 1A1 Utilities*** – All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R (Right-of-Way) (and further designated as Warren Acres Boulevard, Rosepine Boulevard, Chapel Oak Bend, Lexington Street, Bending Bonsai Drive, and Eldorado Canyon Loop), Tract Z (Lift Station), and the “Public Utility Easements” and “Access, Drainage & Utility Easements,” as identified in the plat known as *Wyndfields Phases 1A and 1A1*, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida.

To have and to hold the same to Pasco County, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 28<sup>th</sup> day of October, 2022.

**WITNESSES**

**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT**

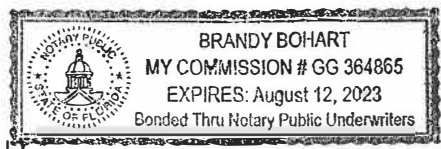
By:   
Name: JOHN R. BARNETT

  
Name: Christian Cotter  
Title: Chair

By:   
Name: ROBERT C. PRICE

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of October, 2022, by Christian Cotter as Chair of Woodcreek Community Development District, who is personally known to me or has produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

  
NOTARY PUBLIC STATE OF FLORIDA

Name: Brandy Bohart  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

This instrument was prepared by and upon recording should be returned to:

KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

(This space reserved for Clerk)

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made to be effective as of the 1st day of November 2022, by and between:

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"); and

**Woodcreek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**Grantee**").

**SPECIAL WARRANTY GRANT OF FEE TITLE**

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pasco, State of Florida, and more particularly below ("**Property**"):

**Tracts B-1, B-2, B-3, B-4, B-5 (Wetland Conservation Area, Common, and Drainage Area), L (Open Space), and R (Right-of-Way), Wyndfields Phases 1A and 1A1, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida.**

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant 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, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

**RESERVATION OF EASEMENT**

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

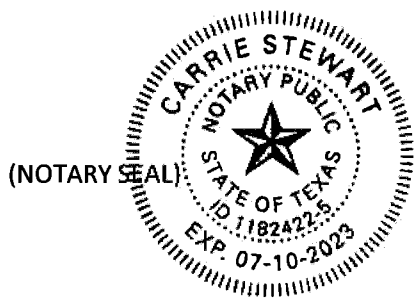
By: Carrie Stewart  
Name: CARRIE STEWART

By: James D. Allen  
Name: JAMES D. ALLEN  
Title: Executive Vice President & CFO

By: Victoria Walker  
Name: VICTORIA WALKER

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of November, 2022, by James D. Allen, as CFO of **Forestar (USA) Real Estate Group Inc.** who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



Carrie Stewart  
NOTARY PUBLIC, STATE OF TEXAS  
Name: CARRIE STEWART  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

## EXHIBIT A

## ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth below. Grantee acknowledges and agrees by its acceptance of this Special Warranty Deed that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Special Warranty Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Special Warranty Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases,

discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Special Warranty Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Special Warranty Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term “*Claim*” or “*Claims*” means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys’ fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit “A”, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term “*Grantee Affiliate*” or “*Grantee Affiliates*” means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity’s and Grantee’s employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term “*Grantee Party*” or “*Grantee Parties*” means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner’s heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term “Grantor Party” or “Grantor Parties” means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.

(g) GRANTEE’S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS SPECIAL WARRANTY DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE’S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR’S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR’S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS SPECIAL WARRANTY DEED.

(h) Sovereign Immunity. Regardless of anything in the Special Warranty Deed, or herein, to the contrary, nothing in the Special Warranty Deed, or herein, shall be deemed to waive the Grantee’s limitations of liability established under Section 768.28, Florida Statutes or other applicable law.



This instrument was prepared by:

KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

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**EASEMENT AGREEMENT**  
**[WYNDFIELDS PHASES 1A AND 1A1]**

**THIS EASEMENT AGREEMENT** is made and entered into this 1st day of November, 2022, by and among:

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Developer**"); and

**Woodcreek Community Association, Inc.**, a Florida non-for-profit corporation, and whose mailing address is 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750 ("**Association**," and together with Developer, "**Grantors**"); and

**Woodcreek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

**WITNESSETH:**

**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 Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

**WHEREAS**, by virtue of those certain plats identified as *Wyndfields Phase 1A and 1A1*, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida, among other documents, Grantor has reserved to itself the right to dedicate and/or has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

**WHEREAS**, Grantors desire to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

**WHEREAS**, Grantors and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

**WHEREAS**, the District has requested that Grantors grant to the District a perpetual easement over the Easement Areas and Grantors are agreeable to granting such an easement on the terms and conditions set forth herein.

**NOW THEREFORE**, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Grantors hereby grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled “Drainage Easements,” “Drainage and Access Easements,” “(CDD) Side Yard Drainage/Access Easements,” “Access, Drainage & Utility Easements,” any and all other drainage easements and “Wall 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, and specifically included in the areas below:

3. **Inconsistent Use.** Grantors agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District or Grantors seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall

be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

**8. Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Grantors and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

**9. Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Grantors.

**10. Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Pasco County, Florida.

**11. Public Records.** Grantors understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

**12. Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

**13. Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

**14. Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, Grantors and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

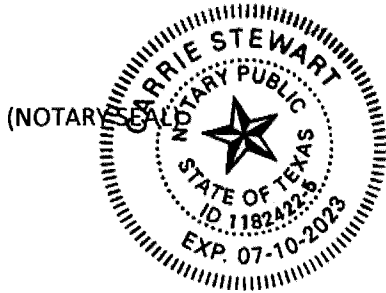
By: [Signature]  
Name: Carrie Stewart

By: [Signature]  
Name: James D. Allen  
Title: Executive Vice President & CFO

By: [Signature]  
Name: VICTORIA WALKER

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of November, 2022, by JAMES D. ALLEN as CFO of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS  
Name: CARRIE STEWART  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

WOODCREEK COMMUNITY ASSOCIATION, INC.

By: [Signature]  
Name: JOHN R BARNOTT

By: [Signature]  
Name: Christian Cotter  
Title: President

By: [Signature]  
Name: ROBERT C PRICE

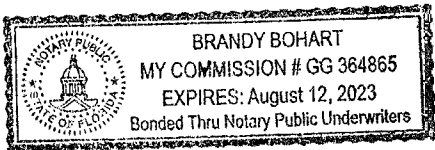
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of October, 2022, by Christian Cotter as President of Woodcreek Community Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Brandy Bohart  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



WITNESSES

WOODCREEK COMMUNITY DEVELOPMENT DISTRICT

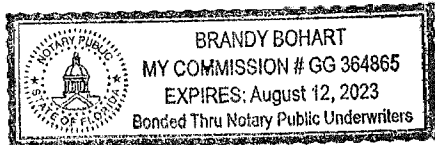
By: [Signature]  
Name: JOHN R BARNOTT

By: [Signature]  
Name: Christian Cotter  
Title: Chair

By: [Signature]  
Name: ROBERT C. PRICE

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of October, 2022, by Christian Cotter as Chair of the Woodcreek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, ~~Florida Statutes~~, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Brandy Bohart  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

**WOODCREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10B**



This instrument was prepared by and upon recording should be returned to:

KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

(This space reserved for Clerk)

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made to be effective as of the 1st day of November 2022, by and between:

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"); and

**Woodcreek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**Grantee**").

**SPECIAL WARRANTY GRANT OF FEE TITLE**

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pasco, State of Florida, and more particularly below ("**Property**"):

**Tracts B-1, B-2, B-3, B-4, B-5 (Wetland Conservation Area, Common, and Drainage Area), L (Open Space), and R (Right-of-Way), Wyndfields Phases 1A and 1A1, as recorded at Plat Book 90, Pages 41 – 54, of the Official Records of Pasco County, Florida.**

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant 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, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

**RESERVATION OF EASEMENT**

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

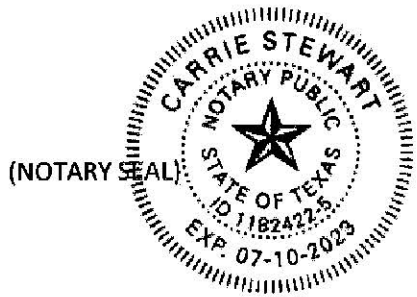
By: Carrie Stewart  
Name: CARRIE STEWART

By: James D. Allen  
Name: JAMES D. ALLEN  
Title: Executive Vice President & CFO

By: Victoria Walker  
Name: VICTORIA WALKER

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of November, 2022, by James D. Allen as CFO of Forestar (USA) Real Estate Group Inc. who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



Carrie Stewart  
NOTARY PUBLIC, STATE OF TEXAS  
Name: CARRIE STEWART  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

**EXHIBIT A****ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE**

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth below. Grantee acknowledges and agrees by its acceptance of this Special Warranty Deed that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Special Warranty Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Special Warranty Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases,

discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Special Warranty Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Special Warranty Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term "*Claim*" or "*Claims*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit "A", and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term "*Grantee Affiliate*" or "*Grantee Affiliates*" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term “Grantor Party” or “Grantor Parties” means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.

(g) GRANTEE’S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS SPECIAL WARRANTY DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE’S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR’S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR’S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS SPECIAL WARRANTY DEED.

(h) Sovereign Immunity. Regardless of anything in the Special Warranty Deed, or herein, to the contrary, nothing in the Special Warranty Deed, or herein, shall be deemed to waive the Grantee’s limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

**WOODCREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10C**

**QUITCLAIM BILL OF SALE**  
**WOODCREEK COMMUNITY DEVELOPMENT DISTRICT**

THIS BILL OF SALE is made to be effective as of the 14 day of September, 2023, by and among **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, with a mailing address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 and **WOODCREEK COMMUNITY ASSOCIATION, INC.**, a Florida not for profit corporation, with a mailing address c/o Access Management, 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 (together, "**Grantors**"), and for good and valuable consideration, to it paid by the **WOODCREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in C Charlotte County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "**Grantors**" and "**Grantee**" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantors, to the extent of their respective interests, if any, hereby remise, release and quit-claim to Grantee forever, all the right, title, interest, claim and demand which the Grantors individually or jointly have in and to the capital improvements and work product as described below, to have and to hold for Grantee's own use and benefit forever (together, "**Property**"):

- a. **Improvements** - All of the right, title, interest, and benefit, if any, the Grantors have in, to, and under the capital improvements located within the real property and easement areas described in **Exhibit A**, including but not limited to hardscape, landscape, irrigation, stormwater pipe and other improvements.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.
- c. **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. By execution of this document, the Grantors affirmatively represent that they have the contractual right, consent and lawful authority of any and all forms to take this action in this document



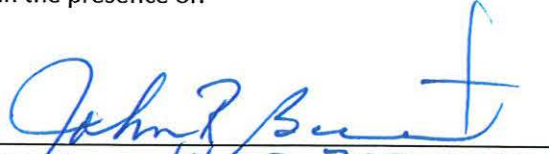
and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.


[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Quitclaim Bill of Sale is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered  
in the presence of:

FORESTAR (USA) REAL ESTATE GROUP INC.

  
Print Name: JOHN R BARNETT

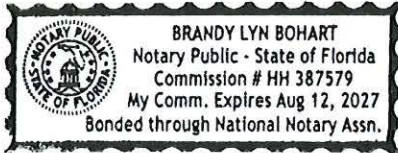
By:   
Name: Anthony Squitieri  
Title: Vice President

  
Print Name: Christian Cotter

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1st day of September, 2023, by Anthony Squitieri, as Vice President of Forestar (USA) Real Estate Group Inc. on its behalf. He [] is personally known to me or [] produced \_\_\_\_\_ as identification.

  
Notary Public, State of FLORIDA





[CONTINUED ON FOLLOWING PAGE]


[SIGNATURE PAGE FOR QUITCLAIM BILL OF SALE]

Signed, sealed and delivered  
in the presence of:

WOODCREEK COMMUNITY  
ASSOCIATION, INC.

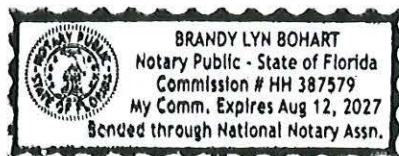
  
Print Name: JOHN R BARNOTT

By:   
Name: Christian Cotter  
Title: President

  
Print Name: Steven Hart

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1st day of September, 2023, by Christian Cotter, as President of Woodcreek Community Association, Inc., on its behalf. He [] is personally known to me or [] produced \_\_\_\_\_ as identification.



  
Notary Public, State of FLORIDA

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A: Description of Property

## EXHIBIT A

All landscape and irrigation elements including but not limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, and related system components located within Tracts B-1, B-2, B-3, B-4, B-5, L and R, *Wyndfields Phases 1A and 1A1*, as recorded at Plat Book 90, Pages 41-54, of the Official Records of Pasco County, Florida.

All hardscape elements including but not limited to masonry walls, structural and non-structural fence/wall located within Tracts B-1, B-2, B-3, B-4, B-5, L and R, *Wyndfields Phases 1A and 1A1*, as recorded at Plat Book 90, Pages 41-54, of the Official Records of Pasco County, Florida.

# **WOODCREEK**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**WOODCREEK  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2023**

**WOODCREEK  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2023**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 1,925	\$ -	\$ -	\$ 1,925
Investments				
Revenue	-	45,499	-	45,499
Reserve	-	67,809	-	67,809
Capitalized interest	-	3,392	-	3,392
Undeposited funds	7,266	-	-	7,266
Due from Landowner	9,342	66,634	-	75,976
Prepaid expense	5,200	-	-	5,200
Total assets	<u>\$ 23,733</u>	<u>\$ 183,334</u>	<u>\$ -</u>	<u>\$ 207,067</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 11,378	\$ -	\$ -	\$ 11,378
Due to Landowner	6,726	1,560	-	8,286
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>24,104</u>	<u>1,560</u>	<u>-</u>	<u>25,664</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	4,142	-	-	4,142
Total deferred inflows of resources	<u>4,142</u>	<u>-</u>	<u>-</u>	<u>4,142</u>
Fund balances:				
Restricted for:				
Debt service	-	181,774	-	181,774
Unassigned	(4,513)	-	-	(4,513)
Total fund balances	<u>(4,513)</u>	<u>181,774</u>	<u>-</u>	<u>177,261</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 23,733</u>	<u>\$ 183,334</u>	<u>\$ -</u>	<u>\$ 207,067</u>

**WOODCREEK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 2,734	\$ 57,975	\$ 97,490	59%
Miscellaneous	4,531	4,531	-	N/A
Total revenues	<u>7,265</u>	<u>62,506</u>	<u>97,490</u>	64%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording**	4,000	46,000	48,000	96%
Legal	1,637	5,046	25,000	20%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	917	1,000	92%
Trustee*	-	-	5,500	0%
Telephone	16	200	200	100%
Postage	10	104	500	21%
Printing & binding	42	500	500	100%
Legal advertising	1,729	2,298	1,700	135%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	346	500	69%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>7,517</u>	<u>62,266</u>	<u>97,490</u>	64%
<b>Other fees &amp; charges</b>				
Property appraiser	-	1,450	-	N/A
Total other fees & charges	<u>-</u>	<u>1,450</u>	<u>-</u>	N/A
Total expenditures	<u>7,517</u>	<u>63,716</u>	<u>97,490</u>	65%
Excess/(deficiency) of revenues over/(under) expenditures	(252)	(1,210)	-	
Fund balances - beginning	(4,261)	(3,303)	-	
Fund balances - ending	<u>\$ (4,513)</u>	<u>\$ (4,513)</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 SEPTEMBER 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Assessment levy: off-roll	\$ 66,634	\$ 66,634
Lot closings	5,754	42,571
Interest	718	6,414
Total revenues	73,106	115,619
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	-	156,305
Interest	-	92,218
Total debt service	-	248,523
Excess/(deficiency) of revenues over/(under) expenditures	73,106	(132,904)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	404,285
Premium	-	21,600
Underwriter's discount	-	(41,635)
Transfer out	(67,809)	(68,404)
Total other financing sources	(67,809)	315,846
Net change in fund balances	5,297	182,942
Fund balances - beginning	176,477	(1,168)
Fund balances - ending	\$ 181,774	\$ 181,774

**WOODCREEK  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 3	\$ 8
Total revenues	3	8
<b>EXPENDITURES</b>		
Construction costs - Developer	68,412	3,449,127
Total expenditures	68,412	3,449,127
Excess/(deficiency) of revenues over/(under) expenditures	(68,409)	(3,449,119)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	3,380,715
Transfer in	67,809	68,404
Total other financing sources/(uses)	67,809	3,449,119
Net change in fund balances	(600)	-
Fund balances - beginning	600	-
Fund balances - ending	\$ -	\$ -

**WOODCREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
WOODCREEK COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Woodcreek Community Development District held a Public Hearings and a Regular Meeting on August 25, 2023 at 10:00 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          |
| Andre Carmack    | Assistant Secretary |

**Also present were:**

- |                                |                                    |
|--------------------------------|------------------------------------|
| Cindy Cerbone                  | District Manager                   |
| Jamie Sanchez                  | Wrathell, Hunt and Associates, LLC |
| Andrew Kantarzhi               | Wrathell, Hunt and Associates, LLC |
| Jere Earlywine (via telephone) | District Counsel                   |
| Alex Gormley                   | Access Management                  |
| Diana Chika                    | Access Management                  |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Sanchez called the meeting to order at 10:30 a.m.  
Supervisors Moulton, Cotter and Carmack were present. Supervisor Zook was not present. One seat was vacant.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Acceptance of Resignation of Supervisor  
Mark Roscoe [SEAT 3]; Term Expires  
November 2024**

Ms. Sanchez presented Supervisor Mark Roscoe’s resignation letter.

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**On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, Mr. Mark Roscoe’s resignation from Seat 3, dated July 19, 2023, was accepted.**

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**FOURTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired Term of Seat 3**

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Ms. Moulton nominated Mr. John Wiggins to fill Seat 3. No other nominations were made.

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**On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, the appointment of Mr. John Wiggins to Seat 3, was approved.**

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- **Administration of Oath of Office to Appointed Supervisor (the following to be provided under a separate cover)**

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Mr. Wiggins was not present so the Oath of Office will be administered at or before a future meeting.

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**A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

58

59

**B. Membership, Obligations and Responsibilities**

60

**C. Financial Disclosure Forms**

61

**I. Form 1: Statement of Financial Interests**

62

**II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

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**III. Form 1F: Final Statement of Financial Interests**

64

**D. Form 8B: Memorandum of Voting Conflict**

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**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-06, Designating Certain Officers of the District, and Providing for an Effective Date**

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Ms. Sanchez presented Resolution 2023-06. The following slate was nominated:

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Christian Cotter

Chair

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Mary Moulton

Vice Chair

- 73 John Wiggins Assistant Secretary
- 74 Ryan Zook Assistant Secretary
- 75 Andre Carmack Assistant Secretary
- 76 Cindy Cerbone Assistant Secretary
- 77 Jaime Sanchez Assistant Secretary

78 No other nominations were made. Prior appointments by the Board for Secretary,  
 79 Treasurer and Assistant Treasurer remain unaffected by this Resolution.

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81 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor,**  
 82 **Resolution 2023-06, Designating Certain Officers of the District, as nominated,**  
 83 **and Providing for an Effective Date, was adopted.**

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86 **SIXTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2023/2024 Budget**

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

90 **B. Consideration of Resolution 2023-07, Relating to the Annual Appropriations and**  
 91 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending**  
 92 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**  
 93 **Date**

94

95 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the**  
 96 **Public Hearing was opened.**

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99 No members of the public spoke.

100

101 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the**  
 102 **Public Hearing was closed.**

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105 Ms. Sanchez presented Resolution 2023-07 and briefly reviewed the proposed Fiscal Year  
 106 2024 budget.

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**On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, Resolution 2023-07, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

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115 **SEVENTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2023/2024, Pursuant to Florida Law**

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

122 **B. Mailed Notice(s) to Property Owners**

123 **C. Consideration of Resolution 2023-08, Making a Determination of Benefit and Imposing**  
124 **Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and**  
125 **Enforcement of Special Assessments, Including but Not Limited to Penalties and**  
126 **Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the**  
127 **Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

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**On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the Public Hearing was opened.**

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133 No members of the public spoke.

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**On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the Public Hearing was closed.**

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139 Ms. Sanchez presented Resolution 2023-08 and read the title.

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**On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, Resolution 2023-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; 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, was adopted.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date**

Ms. Sanchez presented Resolution 2023-09 and read the title.

The following changes were made to the Fiscal Year 2024 Meeting Schedule:

MEETINGS: Delete November 24, 2023 and May 24, 2024

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2023-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024, as amended, and Providing for an Effective Date, was adopted.**

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-10, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date**

Ms. Sanchez presented Resolution 2023-10.

Ms. Cerbone stated the purpose of this Resolution is because the budget needs to be amended to insert the amortization schedule and debt service since the Fiscal Year 2023 budget was adopted before the Series 2023 bonds were issued.





- 216 • **NEXT MEETING DATE: September 22, 2023 at 10:00 AM, or immediately**
- 217 **following the adjournment of the Avalon Park West CDD and Summerstone**
- 218 **CDD meetings**

- 219 ○ **QUORUM CHECK**

220 Ms. Cerbone called attention to Item 12B and noted word “Interim” for the District  
 221 Engineer. A Request for Qualifications (RFQ) for District Engineering Services was advertised  
 222 but, unfortunately, the process was halted due to a long break between meetings. She asked  
 223 the Board’s approval to re-advertise the RFQ and address it at the next meeting. The meeting  
 224 would be scheduled to coincide with the next Summerstone CDD meeting.

226 **On MOTION by Mr. Carmack and seconded by Mr. Cotter, with all in favor,**  
 227 **authorizing Staff to re-advertise an RFQ for District Engineering Services, was**  
 228 **approved.**

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 230

231 **THIRTEENTH ORDER OF BUSINESS** **Board Members’ Comments/Requests**

232

233 There were no Board Members’ comments or requests.

234

235 **FOURTEENTH ORDER OF BUSINESS** **Public Comments**

236

237 No members of the public spoke.

238

239 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

240

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242 **On MOTION by Mr. Carmack and seconded by Mr. Cotter, with all in favor, the**  
 243 **meeting adjourned at 10:47 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**WOODCREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

## WOODCREEK COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

#### LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2023 <b>CANCELED</b>	Regular Meeting	10:00 AM*
November 17, 2023	Special Meeting	10:00 AM
November 24, 2023 <b>CANCELED</b>	Regular Meeting	10:00 AM*
December 22, 2023 <b>CANCELED</b>	Regular Meeting	10:00 AM*
January 26, 2024	Regular Meeting	10:00 AM*
February 23, 2024	Regular Meeting	10:00 AM*
March 22, 2024	Regular Meeting	10:00 AM*
April 26, 2024	Regular Meeting	10:00 AM*
May 24, 2024 <b>CANCELED</b>	Regular Meeting	10:00 AM*
June 28, 2024	Regular Meeting	10:00 AM*
July 26, 2024	Regular Meeting	10:00 AM*
August 23, 2024	Regular Meeting	10:00 AM*
September 27, 2024	Regular Meeting	10:00 AM*

*\*Meetings will convene immediately following the adjournment of the Avalon Park West CDD and Summerstone CDD meetings, scheduled to commence at 10:00 AM.*