CENTER LAKE RANCH WEST

COMMUNITY DEVELOPMENT
DISTRICT

January 10, 2024
REGULAR MEETING AND
AUDIT COMMITTEE
MEETING AGENDA

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Center Lake Ranch West 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

January 3, 2024

ATTENDEES:

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

Board of Supervisors Center Lake Ranch West Community Development District

Dear Board Members:

The Board of Supervisors of the Center Lake Ranch West Community Development District will a Regular Meeting and Audit Committee Meeting on January 10, 2024 at 1:30 p.m., at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Acceptance of Resignation of Chrissie Inosencio [Seat 5]; Term Expires November 2024
- 4. Consideration of Appointment of Gaylon Barcom to Fill Unexpired Term of Seat 5
 - Administration of Oath of Office to Appointed Supervisor
- 5. Consideration of Resolution 2024-01, Appointing and Removing Officers of the District and Providing for an Effective Date
- 6. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent: Poulos & Bennett, LLC
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
- 7. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
- 8. Review of Responses to Request for Proposals (RFP) for Annual Audit Services
 - A. Affidavit of Publication
 - B. RFP Package

- C. Respondent(s)
 - I. Grau & Associates
 - II. Berger, Toombs, Elam, Gaines & Frank
- D. Auditor Evaluation Matrix/Ranking
- 9. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting
- 10. Consider Recommendation of Audit Selection Committee
 - Award of Contract
- 11. Consideration of Resolution 2024-02, Designating a Date, Time, and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date
- 12. Discussion/Consideration: Center Lake Ranch Property Owners Association CDD/POA Maintenance Agreement
- 13. Ratification of Acquisition of Work Product
- 14. Acceptance of Unaudited Financial Statements as of November 30, 2023
- 15. Approval of August 9, 2023 Public Hearings and Regular Meeting Minutes
- 16. Staff Reports
 - A. District Counsel: Kutak Rock, LLP
 - B. District Engineer (Interim): Poulos & Bennett, LLC
 - C. District Manager: Wrathell, Hunt and Associates, LLC

NEXT MEETING DATE: February 14, 2023 at 1:30 PM

QUORUM CHECK

SEAT 1	Susan Kane	IN PERSON	PHONE	☐ No
SEAT 2	NORA SCHUSTER	In Person	PHONE	No
SEAT 3	JARED WILKEN	☐ In Person	PHONE	☐ No
SEAT 4	DIANA CABRERA	IN PERSON	PHONE	☐ No
SEAT 5	GAYLON BARCOM	In Person	PHONE	No

- 17. Board Members' Comments/Requests
- 18. Public Comments

Board of Supervisors Center Lake Ranch West Community Development District January 10, 2024, Regular Meeting and Audit Committee Meeting Agenda Page 3

19. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,

Cindy Cerbone District Manager FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 867 327 4756

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors

Center Lake Ranch West Community Development District Attn: Cindy Cerbone & Andrew Kantarzhi, District Managers

2300 Glades Road, Suite 410W Boca Raton, Florida 33431

Chrissie Inosencio

Printed Name

From:

Date: <u>10/2/23</u>

I hereby tender my resignation as a member of the Board of Supervisors of the *Center Lake Ranch West Community Development District*. My tendered resignation will be deemed 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 Tender of Resignation has been executed by me and [_] personally presented at a duly noticed meeting of the Board of Supervisors, [χ] scanned and electronically transmitted to 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

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Center Lake Ranch West 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 CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT THAT:

The following is/are appointed as Officer(s) of the District effective January

SECTION 1.

is appointed Chair
is appointed Vice Chair
is appointed Assistant Secretary
is appointed Assistant Secretary
is appointed Assistant Secretary
is appointed Assistant Secretary

Andrew Kantarzhi is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of January 10, 2024:

Chrissie K Inosencio Assistant Secretary

	Craig Wrathell	is Secretary
	Cindy Cerbone	is Assistant Secretary
	Craig Wrathell	is Treasurer
	Jeff Pinder	is Assistant Treasurer
	PASSED AND ADOPTED TH	IS 10TH DAY OF JANUARY, 2024.
ATTES ⁻	Τ:	CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT
Secret	ary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

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

Resolution:

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

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Osceola News-Gazette 222 Church Street (407) 846-7600

I, Yuade Moore, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Dec. 21, 2023

Notice ID: NrH5y39NRew8LTimy3m1

Notice Name: CLRWCDD*RFQ for Engineering Service

PUBLICATION FEE: \$116.75

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,



Agent

VERIFICATION

State of Florida County of Orange

Signed or attested before me on this: 12/21/2023

Notary Public

Notarized online using audio-video communication

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services

The Center Lake Ranch West Community Development District ("District"), located in the City of St. Cloud, Osceola 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's willingness to meet time and budget requirements; d) the Applicant's past experience as a District Engineer for any community development districts and past experience in Osceola County, Florida; e) the geographic location of the Applicant sheadquarters and offices; b) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant the District. Further, each 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 January 4, 2024 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 Qualificat ion 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 to

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).

December 21, 2023

Notary Public - State of Florida

Commission # HH 186700

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

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REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

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CENTER LAKE RANCH WEST 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

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

(Weight: 25 Points)

(Weight: 20 Points)

(Weight: 5 Points)

(Weight: 5 Points)

3) Geographic Location

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

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

6) Recent, Current and Projected Workloads

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.

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

Center Lake Ranch West

Community Development District

Request for Qualifications for Engineering Services

Prepared For

District Manager's Office

Osceola County, Florida

Date January 4, 2024





Orlando Office: 2602 E. Livingston Street Orlando, FL 32803

(407) 487-2594 poulosandbennett.com

Jacksonville Office: 12574 Flagler Center Blvd. Jacksonville, FL 32258

January 4, 2024

District Manager's Office Center Lake Ranch West Community Development District Osceola County, Florida

RE: Request for Qualifications for Engineering Services Center Lake Ranch West Community Development District

Thank you for the opportunity to present our qualifications to provide engineering services for the Center Lake Ranch West Community Development District (Center Lake Ranch West CDD). Poulos & Bennett will bring incomparable attention to detail regarding the CDD's water distribution system, sanitary sewer facilities, reuse water system, stormwater system, electrical service systems, conservation mitigation, onsite public roadway improvements, and other public improvements with a highly dedicated team of experienced professionals who will meet all your civil engineering, and related needs. In addition, we pride ourselves on the quality and extent of our client customer service and are committed to continuing that reputation in support of the Center Lake Ranch West CDD.

To best serve the Center Lake Ranch West CDD for engineering services, Poulos & Bennett has teamed up with Modica & Associates, Inc., (environmental consultant), RVi Planning (landscape architect), and Universal Engineering Sciences (geotechnical consultant). Poulos & Bennett has successfully worked with each of these firms, and we are confident they will provide a highly experienced and efficient team for the services required by the Center Lake Ranch West CDD. Poulos & Bennett and the assembled team members are all headquartered in the Central Florida area and can provide quick and efficient service to the Center Lake Ranch West CDD

The Poulos & Bennett team is the best fit for carrying out this project expeditiously and efficiently based on our significant experience with Community Development Districts. Poulos & Bennett is the engineering firm for Center Lake Ranch since 2018. Our Orlando office location maintains a long-standing relationships with the City of St. Cloud and Osceola County staff to provide a uniquely positioned team of professionals to facilitate the requirements of the Center Lake Ranch West CDD. Our team has extensive experience and strong relationships with the City of St. Cloud Osceola County staff, and we are proud of our reputation as being consummate professionals in our interactions and committed advocates for our clients.

We appreciate the opportunity to provide our qualifications to the Center Lake Ranch West CDD for engineering services and are excited about the possibility of providing high-quality and cost-effective engineering services to meet your needs. Our engineering experience, coupled with the talent and experience of the overall team, will meet and exceed the needs of the Center Lake Ranch West CDD. Please do not hesitate to contact us should you need any additional information.

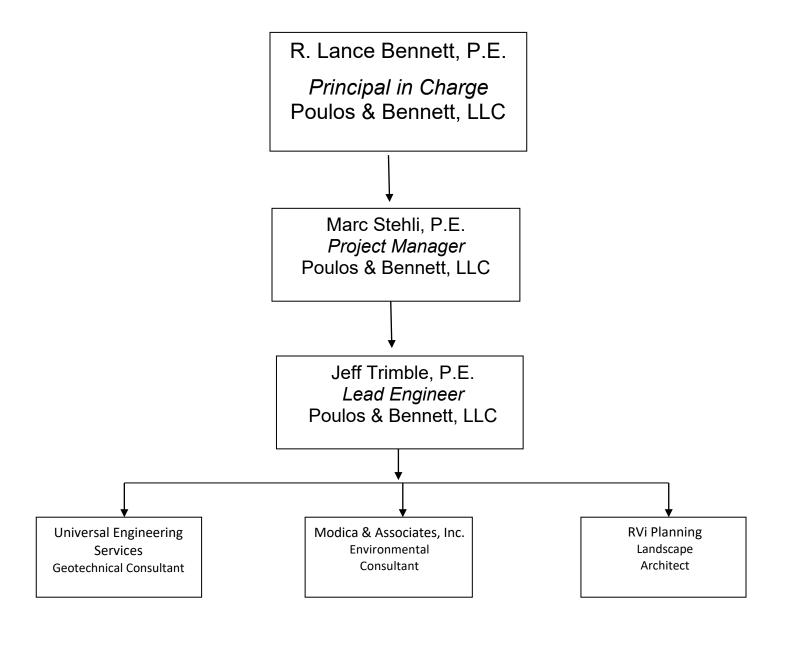
Sincerely,

Lance Bennett Principal-In-Charge

Lance bemett

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS A. CONTRACT INFORMATION 1. TITLE AND LOCATION (City and State) 2. PUBLIC NOTICE DATE 3. SOLICITATION OR PROJECT NUMBER **B. ARCHITECT-ENGINEER POINT OF CONTACT** 4. NAME AND TITLE 5. NAME OF FIRM 6. TELEPHONE NUMBER 7. FAX NUMBER 8. E-MAIL ADDRESS C. PROPOSED TEAM (Complete this section for the prime contractor and all key subcontractors.) (Check) 9. FIRM NAME 10. ADDRESS 11. ROLE IN THIS CONTRACT a. CHECK IF BRANCH OFFICE b. CHECK IF BRANCH OFFICE C. CHECK IF BRANCH OFFICE d. CHECK IF BRANCH OFFICE e. CHECK IF BRANCH OFFICE f. CHECK IF BRANCH OFFICE D. ORGANIZATIONAL CHART OF PROPOSED TEAM (Attached)



		EY PERSONNEL PROPOSEI lete one Section E for each k		RACT	
12.	NAME	13. ROLE IN THIS CONTRACT	,	14.	. YEARS EXPERIENCE
				a. TOTAL	b. WITH CURRENT FIRM
15.	FIRM NAME AND LOCATION (City and State)				
16.	EDUCATION (Degree and Specialization)	17. CURR	ENT PROFESSIONAL R	EGISTRATION	N (State and Discipline)
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Or	ganizations, Training, Awards, etc.)			
		19. RELEVANT PROJECT	ſS		
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	. ,	CONSTRUCTION (If applicable)
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)				COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			` '	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
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d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CON	TRACT			4. YEARS EXPERIENCE
Marc Stehli	, PE, LEED AP	Project Manage	ager as		b. CURRENT FIRM	
·	LOCATION (City and State)				23	10
	t, LLC - Orlando, FL					
	gree and Specialization)		17. CURRENT PROF	FESSIONAL RI	EGISTRATIO	ON (State and Discipline)
BS Civil Engineering	g, University of Central Florida		 Florida Registered	l Professional	 Enaineer N	Vo.52781
g	,,,			,	5	
18. OTHER PROFES	SIONAL QUALIFICATIONS (Publications,	Organizations, Training, Aw	ards. etc.)			
	rofessional; Member of the America	-				
2225 7 1001 0411 041		21.600.00, 0. 0.1 21.60	2.0 (1.0 02 ₇			
		19. RELEVANT	PROJECTS			
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Osceola Count	West Community Develop	ment District		2018 - C		S CONSTRUCTION (If applicable) N/A
	RIPTION (Brief scope, size, cost, etc.) AN	D SPECIFIC ROLE				formed with current firm
اما	as District Engineer for this 287-		s of 631 single fan	nily homes a	and three	supporting recreational ame
centers. Prof	essional engineering services are	e provided on a contin	uing basis for plar	nning, prepa	ring repo	rts and plans, providing contr
I	on services and construction ove	• •	•			·
	es, reclaimed water facilities, an	d stormwater manage	ment facilities. Est	timated con	struction	cost of \$31,750,000.
1	OCATION (City and State)		_		. ,	R COMPLETED
Winderme			F			S CONSTRUCTION (If applicable)
Orange Count	v, Florida RIPTION (Brief scope, size, cost, etc.) AN	D SPECIFIC ROLE		2015-2		N/A
fa l	ted as Project Manager providing		ign, permitting, an	oneck if one construct	r project per tion admir	formed with current firm histration services for
	nent of a 117 unit single family r		0			
hydraulic mo	deling of extensive off-site wetla	ands, and design of a t	riple 6'x3' box culv	vert wetland	d crossing	,
	DCATION (City and State)				` '	R COMPLETED
I	nneola Community Develo	pment District		PROFESSIONA 2020-Ci		S CONSTRUCTION (If applicable)
Lake County,	<u>Florida</u> RIPTION (Brief scope, size, cost, etc.) AN	D SPECIFIC ROLE				N/A
_ ` ` ·	as District Engineer for this 877-a		.600 single family	oneck וז Homes and ו	project pei multiple su	formed with current firm pporting recreational
I	ofessional engineering services a	•			•	
I	nistration services and construction	•		•		• •
facilities sewe	er facilities, reclaimed water faciliti	es, and stormwater ma	nagement facilities	s. Estimated	constructi	on cost of \$46,361,000.
(1) TITLE AND LO	DCATION (City and State)				٠,,	R COMPLETED
Kelly Park	Community Development	District	l f		AL SERVICE Current	S CONSTRUCTION (If applicable)
Orange Count	y, Florida RIPTION (Brief scope, size, cost, etc.) AN	D SPECIFIC ROLE				N/A
	acted as Project Manager and C		hli oversaw the pre	oneck וז eparation an	project per d process	formed with current firm sing of a Preliminary
I	Plan for a 750 single-family reside					
management	system and Master Utility Plan					C
(1) TITLE AND LO	DCATION (City and State)		_			R COMPLETED
Center Lak			F			S CONSTRUCTION (If applicable)
Osceola County	r, Florida RIPTION (Brief scope, size, cost, etc.) AN	D SDECIEIC POLE		2018 to l		N/A
e. `	•		in maissaul			formed with current firm
	erves as the Project Manager an acres and is entitled for 44 acres					
	e facility, 3,940 residential units,					

		EY PERSONNEL PROPOSED lete one Section E for each key		TRACT	
12.	NAME .	13. ROLE IN THIS CONTRACT	,	14	YEARS EXPERIENCE
	····			a. TOTAL	b. WITH CURRENT FIRM
15.	FIRM NAME AND LOCATION (City and State)				
16.	EDUCATION (Degree and Specialization)	17. CURREN	NT PROFESSIONAL F	REGISTRATION	N (State and Discipline)
-10					
10.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Or	ganizations, Training, Awards, etc.)			
		19. RELEVANT PROJECTS	3		
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
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a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check	if project perfo	Drmed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check	if project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check	if project perfo	prmed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check	if project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION		CONSTRUCTION (If applicable)
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check	if project perfo	I ormed with current firm

	F. RESUMES OF KE	Y PERSONNEL PROPOSED I	OR THIS CONTRACT	-		
		ete one Section E for each ke				
12.	NAME	13. ROLE IN THIS CONTRACT		14. YEA	RS EXPERIENCE	
			a. T	OTAL	b. WITH CURRENT FIRM	
15.	FIRM NAME AND LOCATION (City and State)					
M	Modica & Associates, Inc., Clermont, Florida					
16.	EDUCATION (DEGREE AND SPECIALIZATION)	17. CURREI	NT PROFESSIONAL REGIST	RATION (STA	ATE AND DISCIPLINE)	
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Orga	anizations, Training, Awards, etc.)				
		19. RELEVANT PROJECTS				
	(1) TITLE AND LOCATION (City and State)		. ,	EAR COMPLE		
			PROFESSIONAL SERVICE	ES CONS	TRUCTION (If applicable)	
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check if project	performed w	ith current firm	
u.						
	(1) TITLE AND LOCATION (City and State)		(2) Y	EAR COMPLE		
			PROFESSIONAL SERVICE	ES CONS	TRUCTION (If applicable)	
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check if project	performed w	ith current firm	
D.						
	(1) TITLE AND LOCATION (City and State)		(2) Y	EAR COMPLE	ETED	
			PROFESSIONAL SERVICE	ES CONS	TRUCTION (If applicable)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC POLE	Check if project	nerformed w	ith current firm	
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	(1) TITLE AND LOCATION (City and State)		(2) Y	EAR COMPLE	ETED	
			PROFESSIONAL SERVICE	ES CONS	TRUCTION (If applicable)	
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check if project	performed w	ith current firm	
	(1) TITLE AND LOCATION (City and State)		(2) V	EAR COMPLE	TED.	
	(1) THE THIS EGOTTION (ORY and State)		PROFESSIONAL SERVICE		TRUCTION (If applicable)	
				, 5.1.0	(
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check if project	performed w	ith current firm	

	E. RESUMES OF KEY PERS			TRACT	
12. N		Section E for each key p	erson.)	4.4	. YEARS EXPERIENCE
	cicardo C. Kiriakidis L. Ph.D.,P.E. Sr. Ge	otechnical Engineer/ tment Manager		a. TOTAL	b. WITH CURRENT FIRM
L	RM NAME AND LOCATION (City and State) Iniversal Engineering Sciences, LLC – Orlando, Flor	ida			
Е	DUCATION (Degree and Specialization) S, Civil Engineering; MS, Civil Engineering hD, Civil Engineering		ressional Red ofessional En		State and Discipline)
F h r	THER PROFESSIONAL QUALIFICATIONS (Publications, Organizations) Cicardo Kiriakidis has 23 years of experience encom ad technical responsibility for more than 600 designemediation projects throughout Florida. Note: a large UDs and CDDs and have involved scopes including eview, groundwater assessment, foundation designs	passing all areas of Geot projects, over 2,500 fore e percentage of these geon dewatering plans and s gong peer review, and supple	nsic exploration otechnical propections, pecifications, demental explo	on projects jects have stormwatei	and 500 subsurface been performed on
		RELEVANT PROJECTS	<u> </u>		
	(1) TITLE AND LOCATION (City and State) Harmony Central North Neighborhood (Osceola	County, Florida)	PROFESSION SERVICES 2019 & 2020	. ,	R COMPLETED CONSTRUCTION (If applicable) N/A
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPE	CIFIC ROLE	⊠ Check i	f project per	formed with current firm
The project was part of a large community in various phases of development. As the responsible engineer/manager, Ricardo was responsible for providing oversight and quality review of all work products, scheduling and budgeting. Scopes included supplemental geotechnical exploration to provide additional roadway borings, muck probe data and pond borings to evaluate the fill suitability of the soils present within the referenced site a supplemental groundwater evaluation within the northern portion of the referenced site. UES also performed additional groundwater assessme 2020 per the client's request.				rdo was responsible for technical exploration to ithin the referenced site; and	
	(1) TITLE AND LOCATION (City and State)	O.		. ,	R COMPLETED
	Silverleaf Phases 1, 2 3A & 3B (AKA Horizons We (Winter Garden, Orange County, Florida)	ist)	PROFESSION SERVICES 2020 & 2022		CONSTRUCTION (If applicable) N/A
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPE	CIFIC ROLE	⊠ Check i	f project per	formed with current firm
	The project consisted of the construction of a large communi was responsible for providing oversight and quality review of exploration (2020), limited geotechnical exploration (2020), a Parcel B (2022). UES also provided geotechnical peer review	all work products, scheduling and geotechnical exploration (2)	and budgeting. S 022); and a geot	copes include	ed design level geotechnical
	(1) TITLE AND LOCATION (City and State)	/// O /		(2) YEAI	R COMPLETED
	Waterleigh PD (Phases 1 thru 5) and Waterleigh \(\mathbb{U}\) (Winter Garden, Orange County, Florida)	/illage Center	PROFESSION SERVICES 2016-2022		CONSTRUCTION (If applicable) N/A
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPE	CIFIC ROLE	⊠ Check i	f project per	formed with current firm
	The project consisted of the construction of a subdivision with various phases of development. Included are single-family homes, townhomes, multi story apartment dwellings, commercial and recreational spaces, as well as a school. As the responsible engineer/manager, Ricardo was responsible for providing oversight and quality review of all work products, scheduling and budgeting. Scopes UES has provided over the past several years has included design level geotechnical explorations, limited/supplemental geotechnical explorations, dewatering plans, muck probing, school site karst feature delineations, permit assistance, and environmental site assessment (ESA), wetland & limited soil assessments, weir walls and roadways.			er, Ricardo was responsible the past several years have probing, school site karst eir walls and roadways.	
	(1) TITLE AND LOCATION (City and State) Kindred Phases 1, 2, 3 & 5 and Amenity Center		PROFESSION	. ,	COMPLETED CONSTRUCTION (If
	(Osceola County, Florida)		SERVICES 2021-2022	IAL	applicable) N/A
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPE	CIFIC ROLE	⊠ Check i	f project per	ormed with current firm
	The project involved construction of a residential subdivision responsible for providing oversight and quality review of all w geotechnical explorations, a geotechnical exploration for the pavement evaluation, and groundwater assessments.	ork products, scheduling and l	oudgeting. Scope	es included va	rious design level
	(1) TITLE AND LOCATION (City and State)			(2) YEA	R COMPLETED
	Soil Bearing Capacity Evaluation for Building Pac Pool Restroom (St. Cloud, Osceola County, Florid		PROFESSION SERVICES 2018		CONSTRUCTION (If applicable) N/A
e.	3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPE	CIFIC ROLE	☐ Check i	f project per	formed with current firm
	The project consisted of assessing the soil bearing capacity explored with a Dynamic Cone Penetrometer at shallow dep provided to the civil engineer to be used in their design.	for the proposed pool restroom	s at the subject s	site. The subs	urface conditions were

			PROPOSED FOR THIS CONTI	RACT	
			E for each key person.)		
12. NAM	E	13. ROLE IN THIS CONTRA	ACT	14. YEARS EXPE	b. WITH
Jack C	Caldwell, PLA	Senior Director of	Landscape Architecture	a. TOTAL	CURRENT FIRM
15. FIRM	NAME AND LOCATION (City and State)			10	10
RVi Pl	anning + Landscape Architecture (0	Orlando, FL)			
16. EDU0	CATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRA	TION (STATE AND	DISCIPLINE)
	elor of Landscape Architecture, rsity of Florida		Professional Landscape Arch	itecture, Flori	da No. 6667214
18. OTHE	ER PROFESSIONAL QUALIFICATIONS (Publications	s, Organizations, Training, A	vards, etc.)		
manag private conne	as more than 13 years of experience ger for a variety of residential, institu e clientele. Throughout his career, Ja ectivity studies, community revitaliza cape design.	tional, streetscape, ck has been involve	and commercial projects for a d with various scales of land p	diverse array lanning, site d	of public and design, urban
		19. RELEVAN	F PROJECTS		
	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	T	
	Center Lake Ranch		PROFESSIONAL SERVICES	CONSTRUCTION	
	(Osceola County, FL (St. Cloud)		2021		ngoing
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE				
	Project Director for Landscape Architecture on three phases of single-family residential (2021 - present) within this 2,000-acre mixed-use community. Jack and his team are serving two homebuilder clients, Taylor Morrison and M/I Homes, on three communities that include 300, 500, and 300 home lots each. Jack has led the design of all landscape and hardscape enhancements, neighborhood arrival monumentation, streetscape design, amenities and parks, open space, and presentation graphics.				
	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Farm at Varrea Amenity and Hardscape		PROFESSIONAL SERVICES	CONSTRUCTION	
	(Plant City, FL)		2020	1	ngoing
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, e				med with current firm
	Senior Landscape Architect that coordinated permit landscape drawings and enhanced hardscape and landscape construction documents, conceptual theming design, design development, and worked with the City and team of consultants to establish wayfinding and monument hierarchy. This master-planned community with single-family residential will offer up to 1,200 units over approximately 400 acres.				
	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Westview (fka Solitiva Grande)		PROFESSIONAL SERVICES	CONSTRUCTION	l (If applicable)
_	(Osceola County, FL)		2019		ngoing
C.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, e	tc.) AND SPECIFIC ROLE	⊠ Che	ck if project perfor	med with current firm
	Senior Landscape Architect and contributing Planner who has helped establish zoning and entitlements for over 5,100 residential units spread across multiple phases for this master-planned 2,500-acre development.				
	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Esplanade Naples Golf & Country (Club	PROFESSIONAL SERVICES	CONSTRUCTION	
	(Collier County, FL)		2019		2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, e	tc.) AND SPECIFIC ROLE	⊠ Che	ck if project perfor	med with current firm
d.	Jack assisted with master planning efforts and preliminary golf course routing for this active-lifestyle master planned community located in Naples. The Tuscan-themed design includes a comprehensive system of trails, incorporating more than 11 miles of trails made up of a five+ mile loop trail, fitness trails, and wilderness trails. The program also incorporates sidewalks and linear parks into a network around the centralized resort-style amenity center. The amenity campus offers a blend of uses, including a wellness facility with resort pool, poolside Bahama bar, golf and tennis pro shop, golf course, golf practice facility and aqua range, sports courts, dog park, and multi-use event lawn. Jack also assisted with evaluation of existing conditions, tree preservation coordination and golf course planting design through construction documentation and all associated construction related services.				nan 11 miles of trails as and linear parks acluding a wellness aqua range, sports ration coordination,



			PROPOSED FOR THIS CONT E for each key person.)	TRACT	
12. NAM		13. ROLE IN THIS CONTRA		14. YEARS EXPE	RIENCE
Robei	Robert Bias, PLA Project Director - I		_andscape Architecture	a. TOTAL	b. WITH CURRENT FIRM
110001	it Blas, i Eri			13	3
15. FIRM	NAME AND LOCATION (City and State)				
RVi P	lanning + Landscape Architecture (O	rlando, FL)			
16. EDU	CATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTR	ATION (STATE AND	DISCIPLINE)
	elor in Landscape Architecture, rsity of Florida, University of Florida,		Professional Landscape Arch	nitecture, Flori	ida No. 6667302
18. OTH	ER PROFESSIONAL QUALIFICATIONS (Publication:	s, Organizations, Training, A	wards, etc.)		
mana and p plans	rt has 13 years of experience in land ger for a variety of residential, hospita rivate clientele. During his career, Ro through construction documents, be rings.	ality, multi-family, the obert has prepared o	eme park, and public park proj commercial and residential lar	ects for a dive	rse array of public nardscape design
		19. RELEVAN	T PROJECTS		
	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Colbert Landings		PROFESSIONAL SERVICES	CONSTRUCTIO	N (If applicable)
	(Palm Coast, FL)		2022	0	ngoing
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, e	etc.) AND SPECIFIC ROLE	⊠ Cl	heck if project perfo	ormed with current firm
	Project Director/Project Manager for the design development and construction documents of the coastal community, Colbert Landings amenity, entry monumentation, and model centers. Robert has overseen the staff design of landscape, hardscape, and amenity enhancement plans including 3D visioning. This includes full construction documents, consultant management, and associated construction related services.				
	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Center Lake Ranch		PROFESSIONAL SERVICES	CONSTRUCTIO	
	(Osceola County, FL (St. Cloud area))		2021		ngoing
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, e	· · ·			rmed with current firm
	Project Manager for Landscape Architecture on three phases of single-family residential (2021 - present) within this 2,000-acre mixed-use community. Robert and his team are serving two homebuilder clients, Taylor Morrison and M/I Homes, on three communities that include 300, 500, and 300 home lots each. Robert has overseen the staff design of landscape and hardscape enhancement plans, produced full construction documents, and managed client relations for two homebuilders that are eager to deliver a newly built product to the St. Cloud market as soon as possible.				
	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Farm at Varrea Amenity and Hards	cape	PROFESSIONAL SERVICES	CONSTRUCTIO	
	(Plant City, FL)		2020	0	ngoing
C.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, e				rmed with current firm
	Project Director/Project Manager for th over approximately 400 acres. Robert I This includes client coordination, full co	nas overseen the staff	design of landscape, hardscape,	, and amenity e	
	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Westview (fka Solitiva Grande) (Osceola County, FL)		PROFESSIONAL SERVICES 2019	CONSTRUCTIO	N (If applicable) Ingoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, e	etc.) AND SPECIFIC ROLE			rmed with current firm
d.	Project Director/Project Manager for the master plan includes 5,000 housing unhubs and a mixed-use commercial towaround the intersection to ensure visib Robert has overseen the staff design of design, presentation graphics, and full of the staff design of the staff	nits, two public school on center. RVi coordina ility due to grade chan of landscape, hardscap	sites, a large regional park and ated closely with traffic engineer nge of the roadway, proper buffer be, and amenity enhancement pl	connected trails s and County o ring and stormy	s system, five retail fficials for planning vater management.



(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)

Harmony West Community Development District
Osceola County, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES CONSTRUCTION (If applicable)

2018 - Current N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Sunterra Communities	Richard Jerman	407-542-4909

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Harmony West Community Development District is a 287 acre tract that consists of 631 single family homes and three supporting recreational amenity centers. Poulos & Bennett serves as the CDD Engineer. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated CDD construction cost of \$31,750,000.

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT				
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer	
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
c.	Universal Engineering Sciences	Orlando, Florida	Geotechnical Consultant	
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

2

21. TITLE AND LOCATION (City and State)

Tohoqua Community Development DistrictOsceola County, Florida

PROFESSIONAL SERVICES CONSTR
2018 - Current

22. YEAR COMPLETED

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Tohoqua Development Group, LLC	Robert L. Secrist	407-509-4292

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Tohoqua Community Development District is a 784 acre mixed use development that consists of 3,220 residential units, 200 hotel rooms, and 443,720 square feet of commercial space. Poulos & Bennett serves as the CDD Engineer for the Tohoqua CDD. Professional engineering services are provided on a continuing basis for the District's capital improvements. The engineering services are related to drainage and surface water management system, waterline and accessories, sewer system, landscape/irrigation lines, roadways, and amenity facilities. Estimated CDD construction cost of \$72,000,000.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT				
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer		
b.		(2) FIRM LOCATION (City and State)	(3) ROLE		
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

3

22. YEAR COMPLETED

21. TITLE AND LOCATION (City and State)

Windward Community Development District Osceola County, FL

PROFESSIONAL SERVICES
2017 - Current

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

K Hovnanian at Mystic Dunes, LLC

b. POINT OF CONTACT NAME

Daniel Eshelman

c. POINT OF CONTACT TELEPHONE NUMBER

321-263-2628

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Four Seasons at Orlando is a 127 acre residential development that consists of 469 residential units established as Windward CDD. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. This totals an estimated construction cost of over \$22,700,000. Poulos & Bennett serves as the CDD engineer for the Windward CDD.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT				
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer		
b.		(2) FIRM LOCATION (City and State)	(3) ROLE		
<u>с</u> .	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY

4

21. TITLE AND LOCATION (City and State)

Storey Park Community Development DistrictOrlando, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES CONSTRUCTION (If applicable)

2013 -Current N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Lennar Homes	Mark McDonald	813-316-3349

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Storey Park Community Development District is a 1261 acre mixed-use residential and commercial development. Poulos & Bennett serves as the CDD engineer for the Storey Park CDD. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated CDD construction cost of \$35,000,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT				
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer	
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
b.	Universal Engineering Sciences	Orlando, Florida	Geotechnical Consultant	
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)		
c.	Modica & Associates, Inc.	Clermont, FL	Environmental Consultant	
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

5

21. TITLE AND LOCATION (City and State)

Tapestry Community Development District *Kissimmee, Florida*

22. YEAR COMPLETED

PROFESSIONAL SERVICES CONSTRUCTION (If applicable)

2013 - 2017 N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Mattamy Homes	David Hulme	407-215-6282

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Tapestry Community Development District is a 243 acre residential development. This project consists of 1037 units of single and multi-family homes. Poulos & Bennett served as the interim CDD engineer for the Tapestry CDD. Professional engineering services are required on a continuing basis for civil engineering design, permitting, and construction management for roadway, utility and stormwater infrastructure design with an estimated construction cost of \$19,500,000.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT				
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer		
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
<u>с</u> .	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

6

22. YEAR COMPLETED

21. TITLE AND LOCATION (City and State)

Sunbridge Stewardship District Engineers Osceola County, FL

PROFESSIONAL SERVICES 2018

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Tavistock Development

b. POINT OF CONTACT NAME

C. POINT OF CONTACT TELEPHONE NUMBER

407-909-9917

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Sunbridge Stewardship District is a 19,140-acre mixed use residential and commercial development located in Osceola County, Florida. Poulos & Bennett serves as stewardship district engineer for the Sunbridge Stewardship District. Professional engineering services are required on a continuing basis for planning, preparing reports/plans, providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities, meeting attendance, review and execution of documents under the SSD's Trust Indentures and monitors SSD projects. Poulos & Bennett also provides general services related to the construction of SSD projects including contract administration services and construction oversight, such as site visits and full-time construction management of SSD projects. Estimated professional services cost of \$200,000.

	25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT				
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer		
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
b.	Universal Engineering Sciences	Orlando, Florida	Geotechnical Consultant		
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY

7

21. TITLE AND LOCATION (City and State)

Center Lake Ranch Osceola County, FL

22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) 2018-Present N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Pineloch Management Corporation	Jimmy Caruso	407-859-3550

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Center Lake Ranch is a mixed-use planned development in the City of St. Cloud. The Project sits on 2,038 acres and is entitled for 44 acres of civic/public/park area to include a fire station, community parks, a K-8 school site, a water storage facility, 3,940 residential units, 170,000 square feet of commercial and 70,000 square feet of office uses.

Site infrastructure includes three regional roadways within the project limits (Center Lake Ranch Boulevard, Bluebird Avenue and Twelve Oaks Road). Two high-capacity roundabouts were included within these facilities in lieu of signalized intersections.

The Master Utility Plan (MUP) required incorporating of regional facilities due to the size of the Project. Utilities included on-site gravity sewer, seven sanitary lift stations, on-site and off-site force mains, on-site and off-site potable water distribution systems, and on-site and off-site reclaimed water distribution systems. All utilities were designed to accommodate regional flows within the Project and surrounding areas.

The Master stormwater management system included approximately 40 interconnected wet detention ponds designed to accommodate the 100-year storm event and including modeling of approximately 1,000 acres of on-site wetlands. Impacts to the 100-year flood plain and corresponding compensating storage volumes were accommodated within the system.

Full post design construction management and administration services were provided for each phase of development. This project is expected to be completed on time and within the planned budget.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	Universal Engineering Sciences	Orlando, Florida	Geotechnical Consultant
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
C.	Modica & Associates, Inc.	Clermont, Florida	Environmental Consultant
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	RVi Planning	Orlando, Florida	Landscape Architect
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.			

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

8

22. YEAR COMPLETED

21. TITLE AND LOCATION (City and State)

Four Seasons at Orlando Osceola County, Florida

PROFESSIONAL SERVICES 2017

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

K Hovnanian at Mystic Dunes, LLC

b. POINT OF CONTACT NAME

Charles Dennis

c. POINT OF CONTACT TELEPHONE NUMBER

321-263-2686

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Poulos & Bennett provided professional services for the Four Seasons at Orlando, a 127 acre residential development that consists of 469 residential units. Poulos & Bennett prepared construction plans and provided permitting services for the the 22-acre Four Seasons of Orlando - Tract C project, which consists of 105 detached single family residential units and associated infrastructure; 31-acre Four Seasons of Orlando - Tract D project, which consists of 136 detached single family residential units and associated infrastructure; the 32-acre Four Seasons of Orlando - Amenity Center project, which consists of a 6.5-acre amenity/recreation tract, 1,200 linear feet of divided boulevard, and nine (9) detached single family residential units; and the 7.5-acre Four Seasons of Orlando - Spine Road project, which consists of 3,450 linear feet of divided boulevard and offsite roadway improvements.

Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. These project required coordination with both Toho Water Authority and Osceola County and had an estimated construction cost over \$10M.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT				
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer		
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)			
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
c.	Universal Engineering Sciences	Orlando, Florida	Geo-Technical Consultant		
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

9

22. YEAR COMPLETED

21. TITLE AND LOCATION (City and State)

Kelly Park Community Development District Orlando, Florida

PROFESSIONAL SERVICES
2022-Ongoing

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Galvi-Harris Land Services, LLC

b. POINT OF CONTACT NAME

Seth Bennett

321-360-6647

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Poulos & Bennett provided professional services for the Kelly Park Community Development District, a residential subdivision within the approximate 200-acre development. Services for the project included the design and modeling of the master stormwater management system as well as master utility design, and preparation of construction plans for the development.

This project required coordination with St. John's River Water Management District, City of Apopka, and Orange County, and had an estimated construction cost over \$17M.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT					
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
b.	Modica & Associates, Inc.	Clermont, Florida	Environmental Consultant			
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
C.	Universal Engineering Consultants	Orlando, Florida	Geo-Technical Consultant			
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.

Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

10

22. YEAR COMPLETED

21. TITLE AND LOCATION (City and State)

Hills of Minneola Community Development District Lake County, Florida

PROFESSIONAL SERVICES
2020-Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
Sunterra	Dan Edwards	813-484-7665		

^{24.} BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Poulos & Bennett provided professional services for Hills of Minneola CDD. Poulos & Bennett prepared construction plans and provided permitting services for over 2,000 residential lots in multiple phases.

Poulos & Bennett also prepared the Master Drainage Plan which included pre and post development conditions, offsite drainage basins/contributing flows, floodplain compensating storage calculations, nutrient loading calculations, and design of multiple conspan bridge structures.

Additionally, Poulos & Bennett prepared the Master Utility Plan which included potable water, reclaimed water, and wastewater system designs to serve the future mixed-use development. The wastewater system included design of 4 pump stations (duplex configurations), the associated manifold force main systems, and also provided for 3 different phased conditions.

These projects required coordination with St. Johns River Water Management District, City of Minneola, and Lake County Utilities.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT					
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer			
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
c.	Universal Engineering Sciences	Orlando, Florida	Geo-Technical Consultant			
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			

KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS 28. EXAMPLE PROJECTS LISTED IN SECTION F 26. NAMES OF KEY 27. ROLE IN THIS (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.) **PERSONNEL** CONTRACT (From Section E, Block 12) (From Section E, Block 13) 3 4 5 6 8 10 **2EXAMPLE PROJECTS KEY** NUMBER NUMBER TITLE OF EXAMPLE PROJECT (From Section F) TITLE OF EXAMPLE PROJECT (From Section F) 6 1 2 7 8 3 9 4 5 10

ADDITIONAL INFORMATION

ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

The Poulos & Bennett team has the experience and workload capacity to begin immediately carrying out the Engineering Services necessary for the continued success of the Center Lake Ranch West CDD. Our highly responsive staff of 64 team members, including 30 engineers, 6 planners, 7 CAD designers, 9 development services personnel, 4 permit coordinators and 8 highly valuable support staff, are all located in our Orlando Office. Our firm's size and proximity will allow us to become an extension of the Center Lake Ranch West CDD staff, working in a seamless relationship and readily available as needed. Furthermore, Poulos & Bennett was founded on three main pillars: exceptional service to our clients and stakeholders, quality control of our deliverables, and high-level technical expertise. Our personnel take pride in serving our clients through the execution of these principles and are committed to an exceptionally high standard of client service through building long-term relationships, using a proactive approach and taking ownership of our projects.

CERTIFIED MINORITY BUSINESS ENTERPRISE

Poulos & Bennett, LLC is not a certified Minority Business.

WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

A key to successful execution of a complex project is understanding the regulatory process, developing a strategic, comprehensive project schedule and managing tasks to meet that schedule. When approaching projects, Poulos & Bennett is a schedule-focused company that develops comprehensive project schedules outlining the regulatory process, milestones and critical paths to achieve the desired outcome. These schedules help provide an overall "road map" that will actively guide the design, development, and permitting of the overall engineering services for the Center Lake Ranch West CDD. This approach supports the project management system from start to finish. A well-managed and maintained project schedule enables the design and permitting to proceed more effectively and efficiently. Poulos & Bennett prides itself on developing, implementing, and managing complex comprehensive project schedules to the direct benefit of our clients. Doing much of our work in the private sector has required us to be extremely sensitive to costs and budgets, and to especially understand the need for clear schedules to which we strongly adhere. To enhance our firm's services, we have established a Development Services group, one of whose primary functions is to provide cost estimates to our clients. We do this continuously from very early planning level estimates in the Due Diligence stages of project development and programming, to the final bid and award stages of project implementation. We bring our recognized skills in project management to the Center Lake Ranch West CDD to manage timelines, work deliverables, key stakeholder communication and project budgets.

GEOGRAPHIC LOCATION

Poulos & Bennett is located at 2602 East Livingston St. Orlando, Florida 32803. We have an office located at 7563 Phillips Hwy, Suite 303, in Jacksonville, Florida 32256.

CONSULTANT'S PAST PERFORMANCE

Poulos & Bennett is serving and has served as CDD engineers for multiple projects in Central Florida. Our team has extensive proven expertise in all facets of the water distribution system, sanitary sewer facilities, reuse water system, stormwater system, electrical service systems, conservation mitigation, onsite public roadway improvements, and other public improvements that will be undertaken within the Center Lake Ranch West CDD. We also understand the need to represent and address the concerns and needs of various stakeholders, especially Center Lake Ranch West CDD staff, and have developed a solid reputation for our proactive approach and responsiveness. Poulos & Bennett team members have been serving clients in Osceola County since 1989. We have extensive experience and strong relationships with the staff, and we are proud of our reputation as being consummate professionals in our interactions, skilled civil engineers in our practice, and committed advocates for our clients.

F) RECENT, CURRENT AND PROJECTED WORKLOADS

As previously stated, the Poulos & Bennett team has the experience, and workload capacity to begin immediately carrying out the Engineering Services necessary for the success of the Center Lake Ranch West CDD. Our highly experienced local staff is poised and ready to take ownership of the Center Lake Ranch West CDD and possesses a long-term interest in the success of this new district. See below a current project matrix of our designated Principal-In-Charge and Project Manager:

PROJECT LEADS	RECENT, CURRENT, AND PROJECTED WORKLOADS
Lance Bennett, PE Principal-In-Charge	Hills of Minneola, Kelly Park, Sorrento Pines
Marc Stehli, PE Project Manager	Hills of Minneola, Kelly Park, Harmony

G) VOLUME OF WORK PREVIOUSLY AWARDED TO CONSULTANT BY DISTRICT

Poulos & Bennett, LLC serves as the interim engineers for the Center Lake Ranch West CDD.

I. AUTHORIZED REPRES	
The foregoing is a statem	ent of facts.
31. SIGNATURE Lance Bernett	32. DATE
22 NAME AND TITLE	•

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CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

Center Lake Ranch West Community Development District

Request for Qualifications – District Engineering Services

Competitive Selection Criteria

			Ability and Adequacy of Professional	Consultant's Past Performance	Geographic Location	Willingness to Meet Time and Budget	Certified Minority Business	Recent, Current and Projected	Volume of Work Previously Awarded to Consultant by	TOTAL SCORE
			Personnel			Requirements	Enterprise	Workloads	District	
	1	weight factor	25	25	20	15	5	5	5	100
	NAME OF RESPONDENT									
1	Poulos & Bennett, LLC									

Board Member's Signature	Date	

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

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Osceola News-Gazette 222 Church Street (407) 846-7600

I, Yuade Moore, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Dec. 21, 2023

Notice ID: IOjXBOGDyqHSx7zgrz50

Notice Name: CLRWCDD RFP for Annual Audit Services

PUBLICATION FEE: \$69.62

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Yvade Moore

Agent

VERIFICATION

State of Florida County of Orange

Signed or attested before me on this: 12/21/2023

Notary Public

Notarized online using audio-video communication

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Center Lake Ranch West 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 the City of St. Cloud, Osceola 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, Center Lake Ranch West Community Development District. Proposals must be received by 12:00 p.m. on January 4, 2024 at the office of the District Manager, Please direct all questions regarding this Notice to the District Manager.

District Manager

PAMELA BAEZ

Notary Public - State of Florida

Commission # HH 186700

Expires on October 14, 2025

December 21, 2023

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

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CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Center Lake Ranch West 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 the City of St. Cloud, Osceola 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.

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District Manager

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2023

Osceola County, Florida

INSTRUCTIONS TO PROPOSERS

- **SECTION 1. DUE DATE.** Sealed proposals must be received no later than January 4, 2024, 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 Center Lake Ranch West 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.

CENTER LAKE RANCH WEST 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.

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

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Proposal to Provide Financial Auditing Services:

CENTER LAKE
RANCH WEST

Community Development District

Proposal Due: January 4, 2024 12:00PM

Submitted to:

Center Lake Ranch West 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

Fax (561) 994-5823

tgrau@graucpa.com www.graucpa.com



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January 4, 2024

Center Lake Ranch West 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 Center Lake Ranch West 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) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

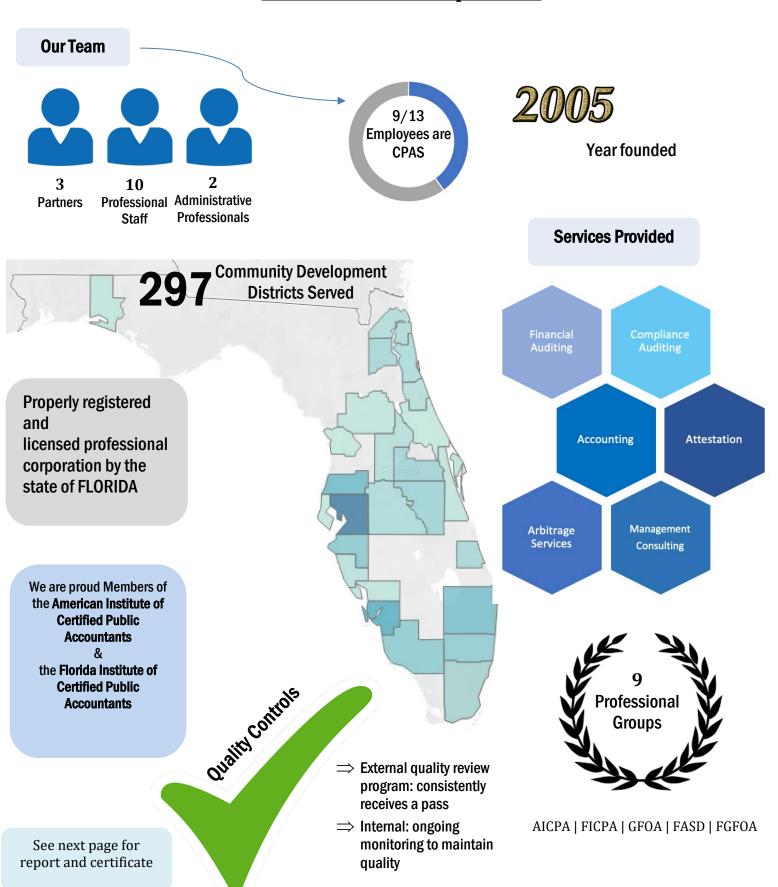
Very truly yours, Grau & Associates

Antonio J. Grau

Firm Qualifications



Grau's Focus and Experience









Peer Review Program

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

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

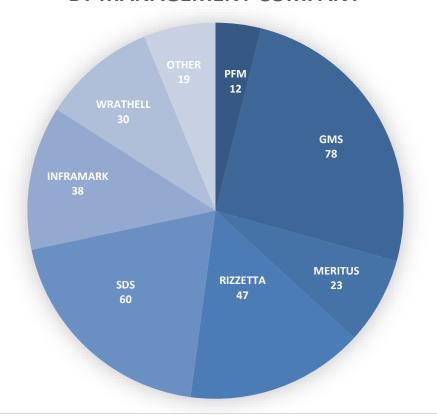
cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

Firm & Staff Experience



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.

An advisory consultant will Grau contracts with an be available as a sounding outside group of IT board to advise in those management consultants to areas where problems are assist with matters encountered. including, but not limited to; network and database security, internet security and vulnerability testing. Successful Audit **Audit Staff** The assigned personnel will The Engagement Partner will work closely with the partner participate extensively during and the District to ensure that the various stages of the the financial statements and all engagement and has direct other reports are prepared in responsibility for engagement accordance with professional policy, direction, supervision, standards and firm policy. quality control, security, Responsibilities will include confidentiality of information planning the audit; of the engagement and communicating with the client communication with client and the partners the progress personnel. The engagement of the audit; and partner will also be involved determining that financial directing the development of statements and all reports the overall audit approach issued by the firm are accurate, and plan; performing an complete and are prepared in overriding review of work accordance with professional papers and ascertain client standards and firm policy. satisfaction.





Antonio 'Tony 'J. Grau, CPA Partner

Contact: 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.

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 Dunes Community Development District Fishhawk Community Development District (I, II, IV) Grand Bay at Doral Community Development District Heritage Harbor North Community Development District

St. Lucie West Services District Ave Maria Stewardship Community District Rivers Edge II Community Development District Bartram Park 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	<u>53</u>
Total Hours	93 (includes of 4 hours of Ethics CPE)





David Caplivski, CPA/CITP, Partner

Contact: 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
Aid to Victims of Domestic Abuse
Boca Raton Airport Authority
Broward Education Foundation
CareerSource Brevard
CareerSource Central Florida 403 (b) Plan
City of Lauderhill GERS

Hispanic Human Resource Council
Loxahatchee Groves Water Control District
Old Plantation Water Control District
Pinetree Water Control District
San Carlos Park Fire & Rescue Retirement Plan
South Indian River Water Control District
South Trail Fire Protection & Rescue District

City of Parkland Police Pension Fund
City of Sunrise GERS
Coquina Water Control District
Central County Water Control District
Town of Haverhill
Town of Hypoluxo
Town of Hillsboro Beach
Town of Lantana

City of Miami (program specific audits)

Town of Lauderdale By-The-Sea Volunteer Fire Pension

Loure

City of West Park
Coquina Water Control District
East Central Regional Wastewater Treatment Facl.
East Naples Fire Control & Rescue District

Town of Pembroke Park
Village of Wellington
Village of Golf

Professional Education (over the last two years)

<u>course</u>	<u>110u15</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>64</u>
Total Hours	88 (includes 4 hours of Ethics CPE)

Professional Associations

Cource

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



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

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 1998

Client Contact Darrin Mossing, Finance Director

475 W. Town Place, Suite 114 St. Augustine, Florida 32092

904-940-5850

Two Creeks Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 2007

Client Contact William Rizzetta, President

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614

813-933-5571

Journey's End Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 2004

Client Contact Todd Wodraska, Vice President

2501 A Burns Road

Palm Beach Gardens, Florida 33410

561-630-4922



Specific Audit Approach



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.

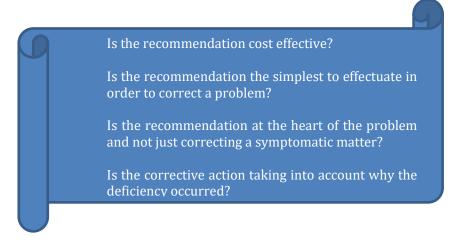
In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

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



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

Year Ended September 30,	Fee
2023	\$3,200
2024	\$3,300
2025	\$3,400
2026	\$3,500
2027	<u>\$3,600</u>
TOTAL (2023-2027)	\$17.000

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



PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
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
TOTAL	332	5	3	327	



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 Center Lake Ranch West 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.



CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

PROPOSAL FOR AUDIT SERVICES

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank

CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200 Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

January 4, 2024

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Certified Public Accountants PL

600 Citrus Avenue Suite 200 Fort Pierce, Florida 34950

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

January 4, 2024

Center Lake Ranch West Community Development District Wrathell Hunt & Associates LLC 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 Center Lake Ranch West 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 Center Lake Ranch West 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.



Center Lake Ranch West Community Development District January 4, 2024

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 Center Lake Ranch West Community Development District.

Very truly yours,

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>i otal</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 Center Lake Ranch West 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 taxexempt 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.

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.

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.

References

Terracina Community Development Gateway Community Development

District District

Jeff Walker, Special District Services Stephen Bloom, Severn Trent Management

(561) 630-4922 (954) 753-5841

The Reserve Community Development District Clearwater Cay Community Development

District

Darrin Mossing, Governmental Management Cal Teague, Premier District Management

Services LLC (407) 841-5524 (239) 690-7100 ext 101

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

Community Development Districts

Aberdeen Community Development Beacon Lakes Community
District Development District

Alta Lakes Community Development Beaumont Community Development

District District

Amelia Concourse Community Bella Collina Community Development

Development District District

Amelia Walk Community

Development District

Bonnet Creek Community

Development District

Aqua One Community Development Buckeye Park Community

District Development District

Arborwood Community Development Candler Hills East Community

District Development District

Arlington Ridge Community

Cedar Hammock Community

Development District

Development District

Development District Development District

Bartram Springs Community

Development District

Central Lake Community

Development District

Baytree Community Development Channing Park Community

District Development District

Estancia @ Wiregrass Community

Development District

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

Development District

Hawkstone Community
Development District

Heritage Harbor Community Madeira Community Development **Development District** District Heritage Isles Community Marhsall Creek Community **Development District Development District** Heritage Lake Park Community Meadow Pointe IV Community **Development District Development District** Heritage Landing Community Meadow View at Twin Creek **Development District** Community Development District Heritage Palms Community Mediterra North Community **Development District Development District** Heron Isles Community Midtown Miami Community **Development District Development District** Heron Isles Community Development Mira Lago West Community District **Development District Highland Meadows II Community** Montecito Community **Development District Development District** Julington Creek Community Narcoossee Community **Development District Development District** Laguna Lakes Community Naturewalk Community **Development District Development District** Lake Bernadette Community **New Port Tampa Bay Community Development District Development District** Lakeside Plantation Community **Overoaks Community Development Development District** District Landings at Miami Community Panther Trace II Community **Development District**

Development District

Legends Bay Community **Development District**

Lexington Oaks Community **Development District**

Live Oak No. 2 Community **Development District**

Pine Ridge Plantation Community **Development District**

Paseo Community Development

Piney Z Community Development District

District

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 Southern Hills Plantation I
District 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 Stoneybrook South Community
Development District Development District

River Hall Community Stoneybrook South at ChampionsGate
Development District Community Development District

River Place on the St. Lucie Stoneybrook West Community
Community Development District Development District

Rivers Edge Community

Development District

Tern Bay Community

Development District

Riverwood Community Terracina Community Development District District

Riverwood Estates Community

Development District

Tison's Landing Community

Development District

Rolling Hills Community TPOST Community Development

Development District District

Development District District

Rolling Oaks Community

Development District

Triple Creek Community

Development District

Vizcaya in Kendall

Development District

TSR Community Development Waterset North Community
District Development District

Turnbull Creek Community Westside Community Development
Development District District

Twin Creeks North Community WildBlue Community Development Development District 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

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

Seminole Improvement District

Laboratory, District 19, Florida

Troup Indiantown Water

Viera Stewardship District 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

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 \$3,225 for the year ended September 30, 2023. In addition, if a bond issuance occurs in the fiscal year ended September 30, 2023, the fee for our audit services will be \$4,475. The fee is contingent upon the financial records and accounting systems of Center Lake Ranch West 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 Center Lake Ranch West 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.

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.

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

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

19th 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.

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

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.

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

Personnel Qualifications and Experience

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.

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.

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.

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.

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.

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.

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.

Personnel Qualifications and Experience

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.

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.

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.

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.

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.

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

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. 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

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(BERGER REPORT22)



CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2023 Osceola County, Florida

INSTRUCTIONS TO PROPOSERS

- **SECTION 1. DUE DATE.** Sealed proposals must be received no later than January 4, 2024, at 12:00 p.m., at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. 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 one (1) unbound and one (1) electronic copy 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 Center Lake Ranch West 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 (the "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 for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.
- **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.

CENTER LAKE RANCH WEST 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.

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

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CENTER LAKE RANCH WEST 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
PROPOSER	20 Points	20 Points	20 Points	20 Points	20 Points	100 Points
Grau & Associates						
Berger, Toombs, Elam, Gaines & Frank						
NOTES:						
Completed by:			Date:			
Board Member's Sign	ature					
Printed Name of Boar	d Member					

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Center Lake Ranch West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of St. Cloud, Osceola County, Florida; and

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

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

WHEREAS, the effective date of City Council Ordinance 2022-18 creating the District (the "Ordinance") is August 11, 2022; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION	l 1 . In accordar	nce with section	190.006(2), Florid	<i>a Statutes,</i> the meeti	ng of the
landowners to	elect three (3)	supervisors of	the District, shal	I be held on the 5t	h day of
November,	2024	at	:	a/p.m.,	at

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), Florida Statutes, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 10th day of January, 2024. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of January, 2024.

ATTEST:	CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Center Lake Ranch West Community Development District (the "District") in the City of St. Cloud, Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE:	November 5, 2024	
TIME:		_
PLACE:		- -
at the office of the Distri adamsc@whhassociates. shall be entitled to nom fractional portion thereo to the position of Superv vote with respect thereto The acreage of platted I landowner or a landowner	ict Manager, 2300 Glades Road com or calling (561) 571-0010 inate persons for the position of, owned by him or her and location of an acre shall be. Platted lots shall be counted ots shall not be aggregated for	ten proxy. Proxy forms may be obtained upon request d, Suite 410W, Boca Raton, Florida 33431, by emailing d. At said meeting, each landowner or his or her proxy of Supervisor and cast one vote per acre of land, or cated within the District for each person to be elected be treated as one acre, entitling the landowner to one individually and rounded up to the nearest whole acre. or determining the number of voting units held by a meeting, the landowners shall select a person to serve g.
conducted in accordance a date, time, and place to may be obtained from 23	with the provisions of Florida be specified on the record at s	upervisors meeting are open to the public and will be law. One or both of the meetings may be continued to such meeting. A copy of the agenda for these meetings Boca Raton, Florida 33431. There may be an occasion phone.
District Office at (877) 27	76-0889, at least 48 hours befo	to participate in these meetings is asked to contact the ore the hearing. If you are hearing or speech impaired, 770 for aid in contacting the District Office.
at the meeting is advise	d that such person will need a ure that a verbatim record of	ade by the Board with respect to any matter considered a record of the proceedings and that accordingly, the the proceedings is made, including the testimony and
District Manager		

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL **CIRCULATION IN THE AREA OF THE DISTRICT**

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDO	DWNERS' MEETING: November 5, 2024
TIME:	:A/PM
LOCATION:	

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT CITY OF ST. CLOUD, OSCEOLA COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 5, 2024

KNOW ALL MEN BY THESE PRESENTS, that the un	-	•
described herein, hereby constitutes and appoints		
on behalf of the undersigned, to vote as proxy at the meeting of		
Community Development District to be held at	_: a/p.m. o	n November 5, 2024, a
and at any adjournments thereof, according to the number		•
owned by the undersigned landowner that the undersigned	d would be entitl	ed to vote if then personally
present, upon any question, proposition, or resolution or any	other matter or th	ning that may be considered a
said meeting including, but not limited to, the election of m	embers of the Bo	ard of Supervisors. Said Proxy
Holder may vote in accordance with his or her discretion on a		
of solicitation of this proxy, which may legally be considered a		
Any proxy heretofore given by the undersigned for s	said meeting is he	reby revoked. This proxy is to
continue in full force and effect from the date hereof until the	-	
adjournment or adjournments thereof, but may be revoked a		
presented at the landowners' meeting prior to the proxy holde	•	
presented at the landowners meeting prior to the proxy holds	er s exercising the	voting rights conterred herein
Drinted Name of Logal Owner		
Printed Name of Legal Owner		
Signature of Legal Owner	Date	
Signature of Legal Owner	Date	
Parcel Description	Acreage	Authorized Votes
		<u> </u>
		
		
[Insert above the street address of each parcel, the legal des	scription of each p	arcel, or the tax identification
number of each parcel. If more space is needed, identifica		
reference to an attachment hereto.]	tion or parcers ov	viica may be incorporated by
reference to an attachment hereto.		
Total Number of Authorized Votes:		
NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes,	a fraction of an a	ocra is tracted as ana (1) acro
entitling the landowner to one vote with respect thereto. For p	•	
lots shall be counted individually and rounded up to the neares		
who own real property in common that is one acre or less are	e together entitled	I to only one vote for that rea

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

property.

OFFICIAL BALLOT

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT CITY OF ST. CLOUD, OSCEOLA COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 5, 2024

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Center Lake Ranch West Community Development District and described as follows:

DISTRICT arr	d described as follows.	
Descriptio	<u>on</u>	<u>Acreage</u>
	cel.] [If more space is needed, identification of	cription of each parcel, or the tax identification number parcels owned may be incorporated by reference to ar
or		
Attach Pro	оху.	
l, cast my vo		Landowner, or as the proxy holder of to the Landowner's Proxy attached hereto, do
SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
2.		
3.		
5.		
Date:	Signed:	
	Printed Name	o:

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

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CDD / POA MAINTENANCE AGREEMENT

THIS CDD / POA MAINTENANCE AGREEMENT is made and entered into this 10th day of January 2024, by and between:

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

Center Lake Ranch Property Owners Association, a Florida not-for-profit corporation, whose address is c/o 102 West Pineloch Street, Suite 10, Orlando, Florida 32806 ("**Association**").

RECITALS

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

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

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

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

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

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

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

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

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

SECTION 2. SCOPE OF WORK.

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

shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.

I. Reporting.

- i. The Association agrees to meet with the District's representative at the District's request no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.
- ii. The Association shall provide to the District copies of all contracts and amendments thereto for the Work (e.g., aquatics maintenance contract, landscape maintenance contract, wetlands maintenance contract, etc.).
- iii. The Association shall require that contractors provide and shall provide to the District periodic reports (at least once per quarter) describing the Work being performed and the status of any items of concern.
- iv. The Association on an annual basis and prior to February 1 of each year shall provide a report to the District that: (a) describes the Work performed during the past year, (b) identifies all contractors used in the past year to perform the Work, (c) details the amounts spent to perform the Work during the past year, (d) provides the anticipated budget and the projected fee collection to support such budget, subject to the reasonable approval of the District, to perform the Work in the upcoming year, and (e) identifies any items of current or future concern reasonably known to the Association and related to the Work and/or the District's property.
- **SECTION 3. COMPENSATION.** The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. As a point of clarification, the Association is responsible for all major repairs and shall budget accordingly. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.
- **SECTION 4.** TERM. This Agreement commences on the date first written above and continues through September 30, 2024 ("Initial Term"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.
- **SECTION 5. INSURANCE.** The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, industry standard Worker's Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance. The District shall be an additional insured under all such insurance.
- **SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- **SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.
- **SECTION 8. LIENS AND CLAIMS.** The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.
- **SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- **SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- **SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.
- **SECTION 12. TERMINATION.** At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating to the extent the District so elects in its sole discretion a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.
- **SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District.

- **SECTION 14. ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.
- **SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.
- **SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 17.** AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.
- **SECTION 18.** Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.
- **SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.
- SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.
- **SECTION 21.** THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions

contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

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

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

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

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

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT				
Ву:				
lts:				
	R LAKE RA		OPERTY OV	VNERS
Ву:				
Its:				

EXHIBIT A: Scope of Work

EXHIBIT A: District Property Maintenance Map

EXHIBIT A SCOPE OF WORK

DISTRICT IMPROVEMENTS

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

 Hardscape & Landscape, Stormwater and Wetland Improvements – All hardscape/landscape, stormwater and wetland improvements within District owned Tracts, to the extent reflected in Exhibit B, and within all Drainage Easements as identified on the plat to be recorded subsequently.

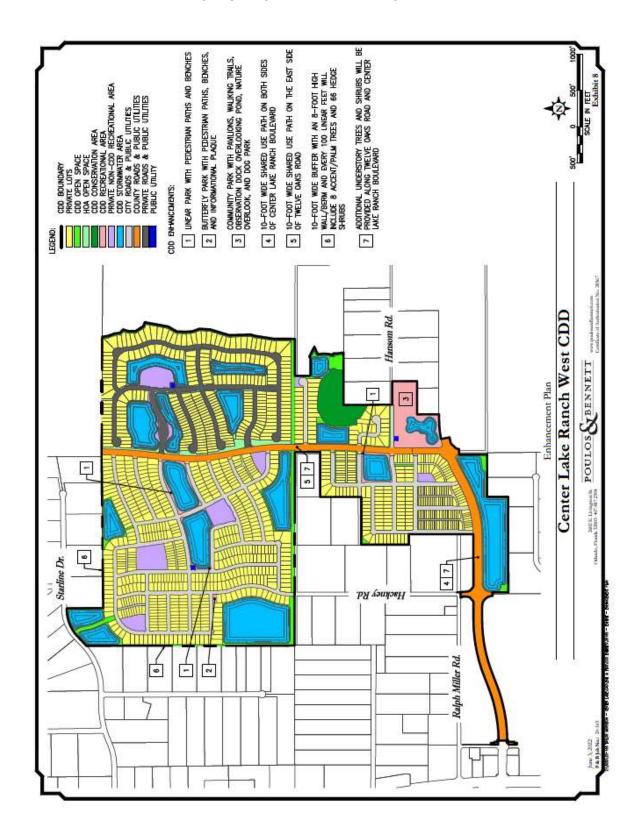
MAINTENANCE PROGRAM

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

• Landscaping/Irrigation

- POA shall conduct common mowing of the District common areas (every other week from March 1 through November 1, and once per month from November 1 through March 1).
- POA shall conduct weeding, edging and tree trimming on an as needed basis.
- POA shall provide pest control, fertilizer and mulch to all common area flower/tree beds and other landscaping on a schedule necessary to meet community standards.
- POA shall inspect and maintain the irrigation system within the District common areas on an as-needed basis and to ensure that it is properly functioning.

DISTRICT PROPERTY MAINTENANCE MAP



CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

13

December 13 , 2023

Center Lake Ranch West Community Development District c/o District Manager Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Center Lake Ranch Boulevard, Twelve Oaks

Road and Park Related Work Product

Dear District Manager,

Pursuant to that certain Acquisition Agreement, dated December 13, 2023 ("Acquisition Agreement"), by and between the Center Lake Ranch West Community Development District ("District") and Center Lake Properties, LLLP ("Landowner"), you are hereby notified that the Landowner has completed and wishes to sell ("Sale") to the District certain "Work Product" as described in Exhibit A attached hereto. As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds for the Work Product the lesser of \$750,000 or the CDD eligible costs for the Work Product identified in Exhibit A. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Landowner upon availability of bond proceeds.

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:

CENTER LAKE RANCH WEST COMMUNITY
DEVELOPMENT DISTRICT

By: Pineloch Management Corporation, a
Florida corporation, as its General Partner

By: [SIGNATURE ON FOLLOWING PAGE]

James E. Frye, as its President

December 13, 2023

Center Lake Ranch West Community Development District c/o District Manager Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

Re:

Letter Agreement for Acquisition of Center Lake Ranch Boulevard, Twelve Oaks Road and Park Related Work Product

Dear District Manager,

Pursuant to that certain Acquisition Agreement, dated <u>December 13</u>, 2023 ("Acquisition Agreement"), by and between the Center Lake Ranch West Community Development District ("District") and Center Lake Properties, LLLP ("Landowner"), you are hereby notified that the Landowner has completed and wishes to sell ("Sale") to the District certain "Work Product" as described in Exhibit A attached hereto. As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds for the Work Product the lesser of \$750,000 or the CDD eligible costs for the Work Product identified in Exhibit A. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Landowner upon availability of bond proceeds.

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:	Sincerely,
CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT	CENTER LAKE PROPERTIES, LLLP, a Florida limited liability limited partnership
[SIGNATURE ON PRIOR PAGE] Name: Title:	By: Pineloch Management Corporation, a Fiorida corporation, as its General Partner By: James E. Frye, as its President

<u>EXHIBIT A</u> Description of Center Lake Ranch Boulevard, Twelve Oaks Road and Park Related Work Product

Company Name	Description	invoice No.	Invoice Date	Total Invoice Amount
Bishman Surveying and Mapping	Survey Center Lake Ranch - Narcoose	20-085	4/15/2020	\$2,750.00
City of St. Cloud	Boulevard Phase 1 Plans		11/10/2021	\$1,300.00
City of St. Cloud	Park Development Review Fee		10/21/2021	\$2,650.00
City of St. Cloud	Concurrency Fee		10/21/2021	\$250.00
Dix.Hite + Partners, Inc.	Design Services	2008105	8/28/2020	\$16,397.46
Dix.Hite + Partners, Inc.	Design Services	2012098	12/28/2020	\$5,515.00
Dix.Hite + Partners, Inc.	Design Services	2101013	2/5/2021	\$11,320.00
Dix.Hite + Partners, Inc.	Design Services	2101012	2/5/2021	\$2,500.00
Dix.Hite + Partners, Inc.	Design Services	2104054	5/7/2021	\$6,900.00
Dix.Hite + Partners, Inc.	Design Services	2104055	5/7/2021	\$11,005.00
Dix.Hite + Partners, Inc.	Design Services	2104056	5/7/2021	\$5,705.00
Dix.Hite + Partners, Inc.	Design Services	2102090	3/5/2021	\$7,000.00
Dix.Hite + Partners, Inc.	Design Services	2102111	3/5/2021	\$10,000.00
Dix.Hite + Partners, Inc.	Design Services	2102128	4/2/2021	\$17,200.00
Dix.Hite + Partners, Inc.	Design Services	2105068	6/4/2021	\$2,300.00
Dix.Hite + Partners, Inc.	Design Services	2105069	6/4/2021	\$815.00
Dix.Hite + Partners, Inc.	Design Services	2105070	6/4/21	\$5,790.00
Dix.Hite + Partners, Inc.	Design Services	2106085	7/2/2021	\$4,300.00
Dix.Hite + Partners, Inc.	Design Services	2106086	7/2/2021	\$12,580.00
Dix.Hite + Partners, Inc.	Design Services	2106087	7/2/2021	\$16,361.28
Dix.Hite + Partners, Inc.	Design Services	2107028	8/6/2021	\$11,847.50
Dix.Hite + Partners, Inc.	Design Services	2107029	8/6/2021	\$11,550.00
Dix.Hite + Partners, Inc.	Design Services	2108082	9/3/2021	\$18,905.00
Dix.Hite + Partners, Inc.	Design Services Design Services	2019016	10/1/2021	\$5,800.00
Dix.Hite + Partners, Inc.	Design Services	2109017	10/1/2021	\$3,570.00
Dix.Hite + Partners, Inc.	Design Services Design Services	2110074	11/05/2021	\$4,147.50
Dix.Hite + Partners, Inc.	Design Services Design Services	2110075	11/05/2021	\$24,150.00
Dix.Hite + Partners, Inc.	Design Services Design Services	2111079	12/03/2021	\$2,000.00
Dix.Hite + Partners, Inc.	Design Services Design Services	2112020	1/7/2022	\$12,151.49
1270 Northin 80	Design Services Design Services	2112021	1/7/2022	\$6,600.00
Dix.Hite + Partners, Inc.	Design Services Design Services	2201101	2/4/2022	\$8,000.00
Dix.Hite + Partners, Inc.	Design Services Design Services	2201101	2/4/2022	\$1,840.00
Dix.Hite + Partners, Inc.		2204017	5/9/2022	\$8,250.50
Dix.Hite + Partners, Inc.	Design Services	2204017	5/9/2022	200
Dix.Hite + Partners, Inc.	Design Services	Wallet William School and Co.		\$14,445.00
Dix.Hite + Partners, Inc.	Design Services	2205003	6/6/2022	\$5,645.00
Dix.Hite + Partners, Inc.	Design Services	2206107	7/5/2022	\$2,685.78
Dix.Hite + Partners, Inc.	Design Services	2203064	4/4/2022	\$3,600.00
Dix.Hite + Partners, Inc.	Design Services	2205002	6/6/2022	\$9,540.00
Dix.Hite + Partners, Inc.	Design Services	2206108	7/5/2022	\$3,870.00
Dix.Hite + Partners, Inc.	Design Services	2207018	8/8/2022	\$216.77
Dix.Hite + Partners, Inc.	Design Services	2207019	8/8/2022	\$745.00
Dix.Hite + Partners, Inc.	Design Services	2209010	10/10/2022	\$1,380.00
Dix.Hite + Partners, Inc.	Design Services	2210010	11/07/2022	\$1,069.21
Dix.Hite + Partners, Inc.	Design Services	2211068	12/05/2022	\$4,415.54

Company Name	Description	involce No.	Invoice Date	Total Invoice Amount
Dix.Hite + Partners, Inc.	Design Services	2303025	4/10/2023	\$3,500.00
Florida Department of	Twelve Oaks Road Water Dry Line		10/12/2021	\$500.00
Environmental Protection	Twelve Oaks Road Tracer Dry Line		10/12/2021	4500.00
Florida Department of Environmental Protection	Twelve Oaks Road Water Dry Line		10/12/2021	\$900.00
Florida Department of Environmental Protection	Center Lake Ranch Blvd, Phase 1 Wastewater Fee		10/12/2021	\$250.00
Florida Department of Environmental Protection	Center Lake Ranch Blvd, Phase 1 Wastewater Fee		10/12/2021	\$650.00
Johnston's Surveying, Inc.	Tree survey of Center Lake Ranch	34516	5/21/2020	\$7,000.00
Johnston's Surveying, Inc.	Wetland, Ditch, & Pond Survey	35306	2/1/2021	\$3,500.00
Johnston's Surveying, Inc.	Topographic Survey & Datum Adj.	35343	2/17/2021	\$11,500.00
Johnston's Surveying, Inc.	Tree Survey for 12 Oaks Road	35344	2/17/2021	\$4,500.00
Johnston's Surveying, Inc.	Tree Survey Central Park Parcel	35512	4/2/2021	\$9,000.00
Johnston's Surveying, Inc.	Sketch & Legal Description	35563	4/20/2021	\$12,500.00
Osceola County Board of County Commissioners	Boulevard Phase 1 Plans		11/10/2021	\$600.00
Osceola County Board of County Commissioners	Central Park – Site Development		08/12/22	\$1,385.00
Osceola County	Site Development Plan Application Package		02/01/2021	\$2,000.00
Osceola County	Fire Review		02/01/2021	\$150.00
Osceola County	Fire Review		08/12/2022	\$150.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(11)	10/25/2019	\$8,186.80
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(12)	11/25/2019	\$12,842.58
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(13)	12/19/2019	\$17,106.40
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(14)	1/23/2020	\$23,453.44
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(15)	2/27/2020	\$34,027.3
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(16)	3/31/2020	\$15,573.1
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(17)	4/29/2020	\$33,088.13
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(18)		\$20,025.4
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(19)	6/30/2020	\$15,579.86
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(21)	8/31/2020	\$17,565.3
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(22)	9/30/2020	\$14,572.7
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(24)	10/26/2020	\$34,079.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(25)	11/24/2020	\$26,351.52
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(26)	12/21/2020	\$19,460.0
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(27)	1/25/2021	\$24,375.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(28)	1/29/2021	\$25,979.0
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(29)	2/23/2021	\$43,011.2
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(31)	2/26/2021	\$18,750.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(33)	3/4/2021	\$6,250.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(34)	3/4/2021	\$30,872.50
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(38)	5/31/2021	\$8,503.7
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(39)	5/31/2021	\$9,410.00
Poulos & Bennett LLC	Annexations & Amendments	18-195(40)	5/31/2021	\$3,114.30

Company Name	Description	Invoice No.	Involce Date	Total Invoice Amount
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(44)	08/23/2021	\$8,740.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(42)	6/23/2021	\$818.75
Poulos & Bennett LLC	Center Lake Ranch Planning	18-195(47)	7/30/2021	\$4,042.14
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(48)	7/30/2021	\$896.25
Poulos & Bennett LLC	Central Park Planning	18-195(51)	7/30/2021	\$386.25
Poulos & Bennett LLC	Central Park Planning	18-195(52)	8/31/2021	\$4,895.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(53)	8/31/2021	\$1,891.25
Poulos & Bennett LLC	Central Park Planning	18-195(56)	9/27/2021	\$16,980.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	Planning 18-195(47) roject 18-195(48) ing 18-195(51) ing 18-195(52) ining & Permit 18-195(56) ining & Permit 18-195(59) ining & Permit 18-195(62) ing 18-195(63) ing 18-195(65) ining & Permit 18-195(66) ining & Permit 18-195(69) ing 18-195(70) ing 18-195(70) ing 18-195(74) ing 18-195(77) roject 18-195(78) ining & Permit 18-195(78) ining & Permit 18-195(82) ining & Permit 18-195(83) ing 18-195(84) ing 18-195(84) ing 18-195(86) ing 18-195(87) ing 18-195(89) ing 18-195(89) ing 18-195(90) ing 18-195(90) ing 18-195(90) ing Remit 18-195(93)	9/27/2021	\$5,453.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(62)	10/27/2021	\$7,290.00
Poulos & Bennett LLC	Central Park Planning	18-195(63)	10/27/2021	\$3,580.00
Poulos & Bennett LLC	Central Park Planning	18-195(65)	11/24/2021	\$13,082.50
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(66)	11/24/2021	\$10,958.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(69)	12/29/2021	\$7,110.00
Poulos & Bennett LLC	Central Park Planning	18-195(70)	12/29/2021	\$5,842.50
Poulos & Bennett LLC	Central Park Planning	18-195(73)	1/28/2022	\$82.50
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(74)	1/28/2022	\$843.75
Poulos & Bennett LLC	Central Park Planning	18-195(77)	2/28/2022	\$1,800.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(78)	2/28/2022	\$12,325.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(79)	2/28/2022	\$546.25
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(82)	3/28/2022	\$725.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(83)	3/28/2022	\$146.25
Poulos & Bennett LLC	Central Park Planning	18-195(84)	3/28/2022	\$2,456.25
Poulos & Bennett LLC	Central Lake Blvd Project	18-195(86)	4/29/2022	\$850.00
Poulos & Bennett LLC	Central Park Planning	18-195(87)	4/29/2022	\$5,118.75
Poulos & Bennett LLC	Central Park Planning	18-195(89)	5/24/2022	\$1,806.25
Poulos & Bennett LLC	Central Park Amendments	18-195(90)	5/24/2022	\$5,150.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(93)	5/24/2022	\$1,320.00
Poulos & Bennett LLC	Central Lake Blvd Project	18-195(94)	5/24/2022	\$4,255.00
Poulos & Bennett LLC	Central Park Planning	18-195(96)	6/28/2022	\$112.50
Poulos & Bennett LLC	Central Park Amendments	18-195(97)	6/28/2022	\$4,425.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(98)	6/28/2022	\$2,720.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(101)	7/25/2022	\$153.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(50)	07/30/2021	\$8,422.50
Poulos & Bennett LLC	Central Park Planning	18-195(103)	7/25/2022	\$251.25
Poulos & Bennett LLC	Central Park Amendments	18-195(104)	7/25/2022	\$6,625.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(105)	7/25/2022	\$1,530.00

Company Name	Description	Invoice No.	Involce Date	Total invoice Amount
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(106)	8/25/2022	\$56.25
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(107)	8/25/2022	\$595.00
Poulos & Bennett LLC	Central Park Planning	18-195(108)	8/25/2022	\$667.50
Poulos & Bennett LLC	Central Park Planning	18-195(110)	9/30/2022	\$258.75
Poulos & Bennett LLC	Central Park Amendments	18-195(111)	9/30/2022	\$4,495.00
Poulos & Bennett LLC	Central Park Planning	18-195(112)	10/28/2022	\$97.50
Poulos & Bennett LLC	Central Park Planning	18-195(117)	12/28/2022	\$195.00
South Florida Water Management District	Twelve Oaks Road – Application		2/4/2021	\$7,500.00
South Florida Water Management District	Boulevard Phase 1		11/10/2021	\$4,500.00
Universal Engineering Sciences, LLC	Engineering Analysis – Center Lake Ranch	00441782	8/31/2020	\$3,000.00
Universal Engineering Sciences, LLC	12 Oaks Road – GEO	00475801	1/29/2021	\$10,705.00
Universal Engineering Sciences, LLC	12 Oaks Road – Dewater	00507551	5/26/2021	\$7,500.00
Universal Engineering Sciences, LLC	Central Park – GEO	00583371	2/25/2022	\$4,795.00
7			TOTALS:	\$1,027,322.65

CORPORATE DECLARATION AND AGREEMENT [CENTER LAKE RANCH BOULEVARD, TWELVE OAKS ROAD AND PARK RELATED WORK PRODUCT]

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_ را	James	E.	Frye,	as	President	of	the	gonirol	_of Center Lake
									do hereby state as
follows:									

- 1. I have personal knowledge of the matters set forth in this Declaration.
- 2. My name is James E. Fryz, and I am the authorized signatory of the Landowner. I have authority to make this Declaration on behalf of Landowner.
- 3. Landowner is the landowner of certain lands within the Center Lake Ranch West Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes ("District").
- 4. The District's First Supplemental Engineer's Report (Assessment Area One), dated November 2023 (together, "Engineer's Report") describes certain public infrastructure improvements and work product 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.
- 5. Landowner has expended funds to develop and/or acquire certain of the work product described in the Engineer's Report and more specifically described in Exhibit A. The attached Exhibit A accurately identifies certain work product that has been completed to date and states the amounts that Landowner has spent on that work product. Landowner hereby represents that no amounts are owed to contractors and no liens are on the property and related to the installation and/or creation of the work product.
- 6. Landowner acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this_	12(11	day of	December	2023.
				ke Properties, LLLP, a Florida bility limited partnership
STATE OF FLORIDA: COUNTY OF ORANGE				
[] online notarizatio Pineloch Management	on, this <u>la</u> t Corpora limited pa	day of Detion, the Gentral contraction of the Ge	ecember, 2023 neral Partner n behalf thereo	means of [Y] physical presence or, by James E. Frye, as President of of Center Lake Properties, LLLP, a f. He/She [X] is personally known to n.
(NOTARY SEAL CARLAS. AUSH Commission # G	ERMAN G 934063	7	NOTARY SIG	SAUSKERMAN SNATURE S AUSKERMAN
Expires Decemb Bonded Thru Troy Fe	in insurance 600-38	5-7019	PRINTED NO	OTARY NAME

Exhibit A – Description of Center Lake Ranch Boulevard, Twelve Oaks Road and Park Related Work Product

<u>EXHIBIT A</u>

Description of Center Lake Ranch Boulevard, Twelve Oaks Road and Park Related Work Product

Company Name	Description	Invoice No.	Invoice Date	Total Invoice Amount
Bishman Surveying and Mapping	Survey Center Lake Ranch - Narcoose	20-085	4/15/2020	\$2,750.00
City of St. Cloud	Boulevard Phase 1 Plans		11/10/2021	\$1,300.00
City of St. Cloud	Park Development Review Fee		10/21/2021	\$2,650.00
City of St. Cloud	Concurrency Fee		10/21/2021	\$250.00
Dix.Hite + Partners, Inc.	Design Services	2008105	8/28/2020	\$16,397.46
Dix.Hite + Partners, Inc.	Design Services	2012098	12/28/2020	\$5,515.00
Dix.Hite + Partners, Inc.	Design Services	2101013	2/5/2021	\$11,320.00
Dix.Hite + Partners, Inc.	Design Services	2101012	2/5/2021	\$2,500.00
Dix.Hite + Partners, Inc.	Design Services	2104054	5/7/2021	\$6,900.00
Dix.Hite + Partners, Inc.	Design Services	2104055	5/7/2021	\$11,005.00
Dix.Hite + Partners, Inc.	Design Services	2104056	5/7/2021	\$5,705.00
Dix.Hite + Partners, Inc.	Design Services	2102090	3/5/2021	\$7,000.00
Dix.Hite + Partners, Inc.	Design Services	2102111	3/5/2021	\$10,000.00
Dix.Hite + Partners, Inc.	Design Services	2102128	4/2/2021	\$17,200.00
Dix.Hite + Partners, Inc.	Design Services	2105068	6/4/2021	\$2,300.00
Dix.Hite + Partners, Inc.	Design Services	2105069	6/4/2021	\$815.00
Dix.Hite + Partners, Inc.	Design Services	2105070	6/4/21	\$5,790.00
Dix.Hite + Partners, Inc.	Design Services	2106085	7/2/2021	\$4,300.00
Dix.Hite + Partners, Inc.	Design Services	2106086	7/2/2021	\$12,580.00
Dix.Hite + Partners, Inc.	Design Services	2106087	7/2/2021	\$16,361.28
Dix.Hite + Partners, Inc.	Design Services	2107028	8/6/2021	\$11,847.50
Dix.Hite + Partners, Inc.	Design Services	2107029	8/6/2021	\$11,550.00
Dix.Hite + Partners, Inc.	Design Services	2108082	9/3/2021	\$18,905.00
Dix.Hite + Partners, Inc.	Design Services	2019016	10/1/2021	\$5,800.00
Dix.Hite + Partners, Inc.	Design Services	2109017	10/1/2021	\$3,570.00
Dix.Hite + Partners, Inc.	Design Services	2110074	11/05/2021	\$4,147.50
Dix.Hite + Partners, Inc.	Design Services	2110075	11/05/2021	\$24,150.00
Dix.Hite + Partners, Inc.	Design Services	2111079	12/03/2021	\$2,000.00
Dix.Hite + Partners, Inc.	Design Services	2112020	1/7/2022	\$12,151.49
Dix.Hite + Partners, Inc.	Design Services	2112021	1/7/2022	\$6,600.00
Dix.Hite + Partners, Inc.	Design Services	2201101	2/4/2022	\$8,000.00
Dix.Hite + Partners, Inc.	Design Services	2201102	2/4/2022	\$1,840.00
Dix.Hite + Partners, Inc.	Design Services	2204017	5/9/2022	\$8,250.50
Dix.Hite + Partners, Inc.	Design Services	2204018	5/9/2022	\$14,445.00
Dix.Hite + Partners, Inc.	Design Services	2205003	6/6/2022	\$5,645.00
Dix.Hite + Partners, Inc.	Design Services	2206107	7/5/2022	\$2,685.78
Dix.Hite + Partners, Inc.	Design Services	2203064	4/4/2022	\$3,600.00
Dix.Hite + Partners, Inc.	Design Services	2205002	6/6/2022	\$9,540.00
Dix.Hite + Partners, Inc.	Design Services	2206108	7/5/2022	\$3,870.00
Dix.Hite + Partners, Inc.	Design Services	2207018	8/8/2022	\$216.77
Dix.Hite + Partners, Inc.	Design Services	2207019	8/8/2022	\$745.00
Dix.Hite + Partners, Inc.	Design Services	2209010	10/10/2022	\$1,380.00
Dix.Hite + Partners, Inc.	Design Services	2210010	11/07/2022	\$1,069.21
Dix.Hite + Partners, Inc.	Design Services	2211068	12/05/2022	\$4,415.54

Company Name	Description	Invoice No.	Invoice Date	Total Invoice Amount
Dix.Hite + Partners, inc.	Design Services	2303025	4/10/2023	\$3,500.00
Florida Department of	Trucker Cales Board Motor Day Line		10/12/2021	\$500.00
Environmental Protection	Twelve Oaks Road Water Dry Line		10/12/2021	\$300.00
Florida Department of Environmental Protection	Twelve Oaks Road Water Dry Line		10/12/2021	\$900.00
Florida Department of Environmental Protection	Center Lake Ranch Blvd, Phase 1 Wastewater Fee		10/12/2021	\$250.00
Florida Department of Environmental Protection	Center Lake Ranch Blvd, Phase 1 Wastewater Fee		10/12/2021	\$650.00
Johnston's Surveying, Inc.	Tree survey of Center Lake Ranch	34516	5/21/2020	\$7,000.00
Johnston's Surveying, Inc.	Wetland, Ditch, & Pond Survey	35306	2/1/2021	\$3,500.00
Johnston's Surveying, Inc.	Topographic Survey & Datum Adj.	35343	2/17/2021	\$11,500.00
Johnston's Surveying, Inc.	Tree Survey for 12 Oaks Road	35344	2/17/2021	\$4,500.00
Johnston's Surveying, Inc.	Tree Survey Central Park Parcel	35512	4/2/2021	\$9,000.00
Johnston's Surveying, Inc.	Sketch & Legal Description	35563	4/20/2021	\$12,500.00
Osceola County Board of County Commissioners	Boulevard Phase 1 Plans	33303	11/10/2021	\$600.00
Osceola County Board of County	Central Park – Site Development		08/12/22	\$1,385.00
Commissioners Osceola County	Plan Site Development Plan Application Package		02/01/2021	\$2,000.00
Osceola County	Fire Review		02/01/2021	\$150.00
Osceola County	Fire Review		08/12/2022	\$150.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(11)	10/25/2019	\$8,186.80
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(12)	11/25/2019	\$12,842.5
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(12)	12/19/2019	\$17,106.4
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(14)	1/23/2020	\$23,453.4
		18-195(15)	2/27/2020	
Poulos & Bennett LLC	Center Lake Blvd Project			\$34,027.3
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(16)	3/31/2020	\$15,573.1
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(17)	4/29/2020	\$33,088.12
Poulos & Bennett LLC	Center Lake Bivd Project	18-195(18)	5/29/2020	\$20,025.4
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(19)	6/30/2020	\$15,579.80
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(21)	8/31/2020	\$17,565.3
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(22)	9/30/2020	\$14,572.7
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(24)	10/26/2020	\$34,079.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(25)	11/24/2020	\$26,351.5
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(26)	12/21/2020	\$19,460.03
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(27)	1/25/2021	\$24,375.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(28)	1/29/2021	\$25,979.0
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(29)	2/23/2021	\$43,011.2
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(31)	2/26/2021	\$18,750.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(33)	3/4/2021	\$6,250.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(34)	3/4/2021	\$30,872.50
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(38)	5/31/2021	\$8,503.7
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(39)	5/31/2021	\$9,410.00
Poulos & Bennett LLC	Annexations & Amendments	18-195(40)	5/31/2021	\$3,114.30

Company Name	Description	Invoice No.	Invoice Date	Total invoice Amount
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(44)	08/23/2021	\$8,740.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(42)	6/23/2021	\$818.75
Poulos & Bennett LLC	Center Lake Ranch Planning	18-195(47)	7/30/2021	\$4,042.14
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(48)	7/30/2021	\$896.25
Poulos & Bennett LLC	Central Park Planning	18-195(51)	7/30/2021	\$386.25
Poulos & Bennett LLC	Central Park Planning	18-195(52)	8/31/2021	\$4,895.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(53)	8/31/2021	\$1,891.25
Poulos & Bennett LLC	Central Park Planning	18-195(56)	9/27/2021	\$16,980.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(59)	9/27/2021	\$5,453.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(62)	10/27/2021	\$7,290.00
Poulos & Bennett LLC	Central Park Planning	18-195(63)	10/27/2021	\$3,580.00
Poulos & Bennett LLC	Central Park Planning	18-195(65)	11/24/2021	\$13,082.50
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(66)	11/24/2021	\$10,958.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(69)	12/29/2021	\$7,110.00
Poulos & Bennett LLC	Central Park Planning	18-195(70)	12/29/2021	\$5,842.50
Poulos & Bennett LLC	Central Park Planning	18-195(73)	1/28/2022	\$82.50
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(74)	1/28/2022	\$843.75
Poulos & Bennett LLC	Central Park Planning	18-195(77)	2/28/2022	\$1,800.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(78)	2/28/2022	\$12,325.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(79)	2/28/2022	\$546.25
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(82)	3/28/2022	\$725.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(83)	3/28/2022	\$146.25
Poulos & Bennett LLC	Central Park Planning	18-195(84)	3/28/2022	\$2,456.25
Poulos & Bennett LLC	Central Lake Blvd Project	18-195(86)	4/29/2022	\$850.00
Poulos & Bennett LLC	Central Park Planning	18-195(87)	4/29/2022	\$5,118.75
Poulos & Bennett LLC	Central Park Planning	18-195(89)	5/24/2022	\$1,806.25
Poulos & Bennett LLC	Central Park Amendments	18-195(90)	5/24/2022	\$5,150.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(93)	5/24/2022	\$1,320.00
Poulos & Bennett LLC	Central Lake Blvd Project	18-195(94)	5/24/2022	\$4,255.00
Poulos & Bennett LLC	Central Park Planning	18-195(96)	6/28/2022	\$112.50
Poulos & Bennett LLC	Central Park Amendments	18-195(97)	6/28/2022	\$4,425.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(98)	6/28/2022	\$2,720.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(101)	7/25/2022	\$153.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(50)	07/30/2021	\$8,422.50
Poulos & Bennett LLC	Central Park Planning	18-195(103)	7/25/2022	\$251.25
Poulos & Bennett LLC	Central Park Amendments	18-195(104)	7/25/2022	\$6,625.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(105)	7/25/2022	\$1,530.00

Company Name	Description	invoice No.	Invoice Date	Total Invoice Amount
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(106)	8/25/2022	\$56.25
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(107)	8/25/2022	\$595.00
Poulos & Bennett LLC	Central Park Planning	18-195(108)	8/25/2022	\$667.50
Poulos & Bennett LLC	Central Park Planning	18-195(110)	9/30/2022	\$258.75
Poulos & Bennett LLC	Central Park Amendments	18-195(111)	9/30/2022	\$4,495.00
Poulos & Bennett LLC	Central Park Planning	18-195(112)	10/28/2022	\$97.50
Poulos & Bennett LLC	Central Park Planning	18-195(117)	12/28/2022	\$195.00
South Florida Water Management District	Twelve Oaks Road – Application		2/4/2021	\$7,500.00
South Florida Water Management District	Boulevard Phase 1		11/10/2021	\$4,500.00
Universal Engineering Sciences, LLC	Engineering Analysis – Center Lake Ranch	00441782	8/31/2020	\$3,000.00
Universal Engineering Sciences, LLC	12 Oaks Road – GEO	00475801	1/29/2021	\$10,705.00
Universal Engineering Sciences, LLC	12 Oaks Road – Dewater	00507551	5/26/2021	\$7,500.00
Universal Engineering Sciences, LLC	Central Park – GEO	00583371	2/25/2022	\$4,795.00
			TOTALS:	\$1,027,322.65

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE [CENTER LAKE RANCH BOULEVARD, TWELVE OAKS ROAD AND PARK RELATED WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the day of December, 2023, by Poulos & Bennett, LLC, having a mailing address 2602 E. Livingston St. Orlando, Florida 32803 ("Professional"), in favor of the Center Lake Ranch West Community Development District ("District"), which is a local unit of special-purpose government situated in the City of St. Cloud, Osceola County, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to certain Agreement(s) for Professional Services, and between Professional and Center Lake Properties, LLLP, a Florida limited liability limited partnership ("Landowner"), Professional has created certain work products, as described in Exhibit A ("Work Product"); and

WHEREAS, Landowner 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; and

WHEREAS, Professional 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, 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 or has acquired the Work Product constructed by Professional in connection with the Contract, from Landowner, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- 3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner or District for the Work Product.

4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

POULOS & BENNETT, LLC COUNTY OF The foregoing instrument was acknowledged before me by means of physical presence online notarization this day of as Donct Engineer of UNIOS & Prennett 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 Stacey Ann Gray
My Commission
HH 246272
Exp. 3/28/2026 (NOTARY SEAL) Name: (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

<u>EXHIBIT A</u>

Description of Center Lake Ranch Boulevard, Twelve Oaks Road and Park Related Work Product

Company Name	Description	Invoice No.	Invoice Date	Total Invoice Amount
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(11)	10/25/2019	\$8,186.80
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(12)	11/25/2019	\$12,842.58
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(13)	12/19/2019	\$17,106.40
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(14)	1/23/2020	\$23,453.44
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(15)	2/27/2020	\$34,027.37
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(16)	3/31/2020	\$15,573.15
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(17)	4/29/2020	\$33,088.12
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(18)	5/29/2020	\$20,025.45
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(19)	6/30/2020	\$15,579.80
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(21)	8/31/2020	\$17,565.31
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(22)	9/30/2020	\$14,572.72
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(24)	10/26/2020	\$34,079.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(25)	11/24/2020	\$26,351.52
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(26)	12/21/2020	\$19,460.01
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(27)	1/25/2021	\$24,375.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(28)	1/29/2021	\$25,979.01
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(29)	2/23/2021	\$43,011.25
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(31)	2/26/2021	\$18,750.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(33)	3/4/2021	\$6,250.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(34)	3/4/2021	\$30,872.50
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(38)	5/31/2021	\$8,503.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(39)	5/31/2021	\$9,410.00
Poulos & Bennett LLC	Annexations & Amendments	18-195(40)	5/31/2021	\$3,114.30
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(44)	08/23/2021	\$8,740.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(42)	6/23/2021	\$818.75
Poulos & Bennett LLC	Center Lake Ranch Planning	18-195(47)	7/30/2021	\$4,042.14
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(48)	7/30/2021	\$896.25
Poulos & Bennett LLC	Central Park Planning	18-195(51)	7/30/2021	\$386.25
Poulos & Bennett LLC	Central Park Planning	18-195(52)	8/31/2021	\$4,895.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(53)	8/31/2021	\$1,891.25
Poulos & Bennett LLC	Central Park Planning	18-195(56)	9/27/2021	\$16,980.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(59)	9/27/2021	\$5,453.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(62)	10/27/2021	\$7,290.00
Poulos & Bennett LLC	Central Park Planning	18-195(63)	10/27/2021	\$3,580.00
Poulos & Bennett LLC	Central Park Planning	18-195(65)	11/24/2021	\$13,082.50
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(66)	11/24/2021	\$10,958.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(69)	12/29/2021	\$7,110.00

Company Name	Description	Invoice No.	Invoice Date	Total Invoice Amount
Poulos & Bennett LLC	Central Park Planning	18-195(70)	12/29/2021	\$5,842.50
Poulos & Bennett LLC	Central Park Planning	18-195(73)	1/28/2022	\$82.50
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(74)	1/28/2022	\$843.75
Poulos & Bennett LLC	Central Park Planning	18-195(77)	2/28/2022	\$1,800.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(78)	2/28/2022	\$12,325.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(79)	2/28/2022	\$546.25
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(82)	3/28/2022	\$725.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(83)	3/28/2022	\$146.25
Poulos & Bennett LLC	Central Park Planning	18-195(84)	3/28/2022	\$2,456.25
Poulos & Bennett LLC	Central Lake Blvd Project	18-195(86)	4/29/2022	\$850.00
Poulos & Bennett LLC	Central Park Planning	18-195(87)	4/29/2022	\$5,118.75
Poulos & Bennett LLC	Central Park Planning	18-195(89)	5/24/2022	\$1,806.25
Poulos & Bennett LLC	Central Park Amendments	18-195(90)	5/24/2022	\$5,150.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(93)	5/24/2022	\$1,320.00
Pouios & Bennett LLC	Central Lake Blvd Project	18-195(94)	5/24/2022	\$4,255.00
Poulos & Bennett LLC	Central Park Planning	18-195(96)	6/28/2022	\$112.50
Poulos & Bennett LLC	Central Park Amendments	18-195(97)	6/28/2022	\$4,425.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(98)	6/28/2022	\$2,720.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(101)	7/25/2022	\$153.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(50)	07/30/2021	\$8,422.50
Poulos & Bennett LLC	Central Park Planning	18-195(103)	7/25/2022	\$251.25
Poulos & Bennett LLC	Central Park Amendments	18-195(104)	7/25/2022	\$6,625.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(105)	7/25/2022	\$1,530.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(106)	8/25/2022	\$56.25
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(107)	8/25/2022	\$595.00
Poulos & Bennett LLC	Central Park Planning	18-195(108)	8/25/2022	\$667.50
Poulos & Bennett LLC	Central Park Planning	18-195(110)	9/30/2022	\$258.75
Poulos & Bennett LLC	Central Park Amendments	18-195(111)	9/30/2022	\$4,495.00
Poulos & Bennett LLC	Central Park Planning	18-195(112)	10/28/2022	\$97.50
Poulos & Bennett LLC	Central Park Planning	18-195(117)	12/28/2022	\$195.00

DISTRICT ENGINEER'S CERTIFICATE [CENTER LAKE RANCH BOULEVARD, TWELVE OAKS ROAD AND PARK RELATED WORK PRODUCT]

December 14, 2023

Board of Supervisors Center Lake Ranch West Community Development District

Re: Acquisition of Center Lake Ranch Boulevard, Twelve Oaks Road and Park Related Work Product

Ladies and Gentlemen:

The undersigned is a representative of Poulos & Bennett, LLC ("District Engineer"), as District Engineer for the Center Lake Ranch West Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from Center Lake Properties, LLLP ("Landowner") of certain "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 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 Work Product is within the scope of the District's capital improvement plan as set forth in the District's *First Supplemental Engineer's Report (Assessment Area One)*, dated November 2023 (together, "Engineer's Report"), and specially benefits property within the District as further described in the Engineer's Report.
- 3. I am not aware of any defects in the Work Product.
- 4. The total costs associated with the 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 Landowner to create and/or acquire the Work Product, and (ii) the reasonable fair market value of the Work Product.

Marc Stehli, P.E.
Florida Registration No. 52781
District Engineer

<u>EXHIBIT A</u>

Description of Center Lake Ranch Boulevard, Twelve Oaks Road and Park Related Work Product

Company Name	Description	Invoice No.	Invoice Date	Total Invoice Amount
Bishman Surveying and Mapping	Survey Center Lake Ranch - Narcoose	20-085	4/15/2020	\$2,750.00
City of St. Cloud	Boulevard Phase 1 Plans		11/10/2021	\$1,300.00
City of St. Cloud	Park Development Review Fee		10/21/2021	\$2,650.00
City of St. Cloud	Concurrency Fee		10/21/2021	\$250.00
Dix.Hite + Partners, Inc.	Design Services	2008105	8/28/2020	\$16,397.46
Dix.Hite + Partners, Inc.	Design Services	2012098	12/28/2020	\$5,515.00
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Dix.Hite + Partners, Inc.	Design Services	2107029	8/6/2021	\$11,550.00
Dix.Hite + Partners, Inc.	Design Services	2108082	9/3/2021	\$18,905.00
Dix.Hite + Partners, Inc.	Design Services	201901.6	10/1/2021	\$5,800.00
Dix.Hite + Partners, Inc.	Design Services	2109017	10/1/2021	\$3,570.00
Dix.Hite + Partners, Inc.	Design Services	2110074	11/05/2021	\$4,147.50
Dix.Hite + Partners, Inc.	Design Services	2110075	11/05/2021	\$24,150.00
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Florida Department of Environmental Protection	Twelve Oaks Road Water Dry Line		10/12/2021	\$500.00
Florida Department of Environmental Protection	Twelve Oaks Road Water Dry Line		10/12/2021	\$900.00
Florida Department of	Center Lake Ranch Blvd, Phase 1		10/12/2021	\$250.00
Environmental Protection	Wastewater Fee		10,12,2021	——————————————————————————————————————
Florida Department of Environmental Protection	Center Lake Ranch Blvd, Phase 1 Wastewater Fee		10/12/2021	\$650.00
Johnston's Surveying, Inc.	Tree survey of Center Lake Ranch	34516	5/21/2020	\$7,000.00
Johnston's Surveying, Inc.	Wetland, Ditch, & Pond Survey	35306	2/1/2021	\$3,500.00
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Johnston's Surveying, Inc.	Tree Survey Central Park Parcel	35512	4/2/2021	\$9,000.00
Johnston's Surveying, Inc.	Sketch & Legal Description	35563	4/20/2021	\$12,500.00
Osceola County Board of County		33303		
Commissioners	Boulevard Phase 1 Plans		11/10/2021	\$600.00
Osceola County Board of County Commissioners	Central Park – Site Development Plan		08/12/22	\$1,385.00
Osceola County	Site Development Plan Application Package		02/01/2021	\$2,000.00
Osceola County	Fire Review		02/01/2021	\$150.00
Osceola County	Fire Review		08/12/2022	\$150.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(11)	10/25/2019	\$8,186.80
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(12)	11/25/2019	\$12,842.58
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(13)	12/19/2019	\$17,106.40
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(14)	1/23/2020	\$23,453.44
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(15)	2/27/2020	\$34,027.3
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(16)	3/31/2020	\$15,573.15
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(17)	4/29/2020	\$33,088.1
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(18)	5/29/2020	\$20,025.45
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(19)	6/30/2020	\$15,579.80
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(21)	8/31/2020	\$17,565.3
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(21)	9/30/2020	\$14,572.72
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(24)	10/26/2020	
Poulos & Bennett LLC				\$34,079.00
	Center Lake Blvd Project	18-195(25)	11/24/2020	\$26,351.52
Poulos & Bennett LLC Poulos & Bennett LLC	Center Lake Blvd Project 12 Oaks Road Planning & Permit	18-195(26) 18-195(27)	1/25/2021	\$19,460.01 \$24,375.00
Poulos & Bennett LLC	Coordination Center Lake Blvd Project	18-195(28)	1/29/2021	\$25,979.03
Poulos & Bennett LLC	12 Oaks Road Planning & Permit	18-195(28)	2/23/2021	\$43,011.2
	Coordination			
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(31)	2/26/2021	\$18,750.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(33)	3/4/2021	\$6,250.0
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(34)	3/4/2021	\$30,872.50
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(38)	5/31/2021	\$8,503.7
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(39)	5/31/2021	\$9,410.00
Poulos & Bennett LLC	Annexations & Amendments	18-195(40)	5/31/2021	\$3,114.30

Company Name	Description	Invoice No.	Invoice Date	Total Invoice Amount
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(44)	08/23/2021	\$8,740.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(42)	6/23/2021	\$818.75
Poulos & Bennett LLC	Center Lake Ranch Planning	18-195(47)	7/30/2021	\$4,042.14
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(48)	7/30/2021	\$896.25
Poulos & Bennett LLC	Central Park Planning	18-195(51)	7/30/2021	\$386.25
Poulos & Bennett LLC	Central Park Planning	18-195(52)	8/31/2021	\$4,895.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(53)	8/31/2021	\$1,891.25
Poulos & Bennett LLC	Central Park Planning	18-195(56)	9/27/2021	\$16,980.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(59)	9/27/2021	\$5,453.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(62)	10/27/2021	\$7,290.00
Poulos & Bennett LLC	Central Park Planning	18-195(63)	10/27/2021	\$3,580.00
Poulos & Bennett LLC	Central Park Planning	18-195(65)	11/24/2021	\$13,082.50
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(66)	11/24/2021	\$10,958.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(69)	12/29/2021	\$7,110.00
Poulos & Bennett LLC	Central Park Planning	18-195(70)	12/29/2021	\$5,842.50
Poulos & Bennett LLC	Central Park Planning	18-195(73)	1/28/2022	\$82.50
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(74)	1/28/2022	\$843.75
Poulos & Bennett LLC	Central Park Planning	18-195(77)	2/28/2022	\$1,800.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(78)	2/28/2022	\$12,325.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(79)	2/28/2022	\$546.25
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(82)	3/28/2022	\$725.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(83)	3/28/2022	\$146.25
Poulos & Bennett LLC	Central Park Planning	18-195(84)	3/28/2022	\$2,456.25
Poulos & Bennett LLC	Central Lake Blvd Project	18-195(86)	4/29/2022	\$850.00
Poulos & Bennett LLC	Central Park Planning	18-195(87)	4/29/2022	\$5,118.75
Poulos & Bennett LLC	Central Park Planning	18-195(89)	5/24/2022	\$1,806.25
Poulos & Bennett LLC	Central Park Amendments	18-195(90)	5/24/2022	\$5,150.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(93)	5/24/2022	\$1,320.00
Poulos & Bennett LLC	Central Lake Blvd Project	18-195(94)	5/24/2022	\$4,255.00
Poulos & Bennett LLC	Central Park Planning	18-195(96)	6/28/2022	\$112.50
Poulos & Bennett LLC	Central Park Amendments	18-195(97)	6/28/2022	\$4,425.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(98)	6/28/2022	\$2,720.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(101)	7/25/2022	\$153.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(50)	07/30/2021	\$8,422.50
Poulos & Bennett LLC	Central Park Planning	18-195(103)	7/25/2022	\$251.25
Poulos & Bennett LLC	Central Park Amendments	18-195(104)	7/25/2022	\$6,625.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(105)	7/25/2022	\$1,530.00

Company Name	Description	Invoice No.	Invoice Date	Total Invoice Amount	
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(106)	8/25/2022	\$56.25	
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(107)	8/25/2022	\$595.00	
Poulos & Bennett LLC	Central Park Planning	18-195(108)	8/25/2022	\$667.50	
Poulos & Bennett LLC	Central Park Planning	18-195(110)	9/30/2022	\$258.75	
Poulos & Bennett LLC	Central Park Amendments	18-195(111)	9/30/2022	\$4,495.00	
Poulos & Bennett LLC	Central Park Planning	18-195(112)	10/28/2022	\$97.50	
Poulos & Bennett LLC	Central Park Planning	18-195(117)	12/28/2022	\$195.00	
South Florida Water Management District	Twelve Oaks Road – Application		2/4/2021	\$7,500.00	
South Florida Water Management District	Boulevard Phase 1		11/10/2021	\$4,500.00	
Universal Engineering Sciences, LLC	Engineering Analysis – Center Lake Ranch	00441782	8/31/2020	\$3,000.00	
Universal Engineering Sciences, LLC	12 Oaks Road – GEO	00475801	1/29/2021	\$10,705.00	
Universal Engineering Sciences, LLC	12 Oaks Road – Dewater	00507551	5/26/2021	\$7,500.00	
Universal Engineering Sciences, LLC	Central Park – GEO	00583371	2/25/2022	\$4,795.00	
			TOTALS:	\$1,027,322.65	

BILL OF SALE AND LIMITED ASSIGNMENT [CENTER LAKE RANCH BOULEVARD, TWELVE OAKS ROAD AND PARK RELATED WORK PRODUCT]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 13 day of December 2023, by and between CENTER LAKE PROPERTIES, LLLP, a Florida limited liability partnership, with an address of 102 W. Pineloch Street, Suite 10, Orlando, Florida 32806 ("Grantor"), and for good and valuable consideration, to it paid by the CENTER LAKE RANCH WEST 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.

(Wherever used herein, the terms "Grantor" 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, 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 property (together, "Property") described below to have and to hold for Grantee's own use and benefit forever:
 - a) All work product described in Exhibit A, and
 - b) 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 work product described in Exhibit A.
- 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 whosoever.
- 3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. 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.
- 4. 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:

Center Lake Properties, LLLP, a Florida limited liability limited partnership

By: Pineloch Management Corporation, a

Florida corporation, as its General

Partner

Ву: __

James E. Frye, as its President

STATE OF FLORIDA: COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of December, 2023, by James E. Frye, as President of Pineloch Management Corporation, the General Partner of Center Lake Properties, LLLP, a Florida limited liability limited partnership, on behalf thereof. He/She [__] is personally known to me or [_] has produced _______ as identification.

(NOTARY SEAL)

CARLA 8. AUSHERMAN
Commission # GG 934053
Expires December 14, 2023
Bonded Thru Troy Fain Insurance 800-386-70

NOTARY SIGNATURE

CARLAS AUGHERMON

PRINTED NOTARY NAME

<u>EXHIBIT A</u>

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Dix.Hite + Partners, Inc.	Para de la companya del companya de la companya del companya de la	2109017	10/1/2021	\$3,570.00
Dix.Hite + Partners, Inc.	Design Services	2110074	11/05/2021	7-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2
Dix.Hite + Partners, Inc.	Design Services	10-10-71-20-00-00-00-00-00-00-00-00-00-00-00-00-		\$4,147.50
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Poulos & Bennett LLC	Center Lake Blvd Project	18-195(11)	10/25/2019	\$8,186.86
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(12)	11/25/2019	\$12,842.5
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(13)	12/19/2019	\$17,106.40
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(14)	1/23/2020	\$23,453.44
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(15)	2/27/2020	\$34,027.3
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(16)	3/31/2020	\$15,573.1
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(17)	4/29/2020	\$33,088.13
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(18)	5/29/2020	\$20,025.45
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(19)	6/30/2020	\$15,579.80
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(21)	8/31/2020	\$17,565.3
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(22)	9/30/2020	\$17,505.3
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(24)	10/26/2020	\$34,079.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(25)	11/24/2020	\$26,351.52
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(26)	12/21/2020	\$19,460.0
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(27)	1/25/2021	\$24,375.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(28)	1/29/2021	\$25,979.0
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(29)	2/23/2021	\$43,011.2
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(31)	2/26/2021	\$18,750.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(33)	3/4/2021	\$6,250.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(34)	3/4/2021	\$30,872.50
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(38)	5/31/2021	\$8,503.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(39)	5/31/2021	\$9,410.00
Poulos & Bennett LLC	Annexations & Amendments	18-195(40)	5/31/2021	\$3,114.30

Company Name	Description	invoice No.	Invoice Date	Total invoice Amount
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(44)	08/23/2021	\$8,740.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(42)	6/23/2021	\$818.75
Poulos & Bennett LLC	ett LLC Center Lake Ranch Planning		7/30/2021	\$4,042.14
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(48)	7/30/2021	\$896.25
Poulos & Bennett LLC	Central Park Planning	18-195(51)	7/30/2021	\$386.25
Poulos & Bennett LLC	Central Park Planning	18-195(52)	8/31/2021	\$4,895.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(53)	8/31/2021	\$1,891.25
Poulos & Bennett LLC	Central Park Planning	18-195(56)	9/27/2021	\$16,980.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(59)	9/27/2021	\$5,453.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(62)	10/27/2021	\$7,290.00
Poulos & Bennett LLC	Central Park Planning	18-195(63)	10/27/2021	\$3,580.00
Poulos & Bennett LLC	Central Park Planning	18-195(65)	11/24/2021	\$13,082.50
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(66)	11/24/2021	\$10,958.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(69)	12/29/2021	\$7,110.00
Poulos & Bennett LLC	Central Park Planning	18-195(70)	12/29/2021	\$5,842.50
Poulos & Bennett LLC	Central Park Planning	18-195(73)	1/28/2022	\$82.50
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(74)	1/28/2022	\$843.75
Poulos & Bennett LLC	Central Park Planning	18-195(77)	2/28/2022	\$1,800.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(78)	2/28/2022	\$12,325.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(79)	2/28/2022	\$546.25
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(82)	3/28/2022	\$725.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(83)	3/28/2022	\$146.25
Poulos & Bennett LLC	Central Park Planning	18-195(84)	3/28/2022	\$2,456.25
Poulos & Bennett LLC	Central Lake Blvd Project	18-195(86)	4/29/2022	\$850.00
Poulos & Bennett LLC	Central Park Planning	18-195(87)	4/29/2022	\$5,118.75
Poulos & Bennett LLC	Central Park Planning	18-195(89)	5/24/2022	\$1,806.25
Poulos & Bennett LLC	Central Park Amendments	18-195(90)	5/24/2022	\$5,150.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(93)	5/24/2022	\$1,320.00
Poulos & Bennett LLC	Central Lake Blvd Project	18-195(94)	5/24/2022	\$4,255.00
Poulos & Bennett LLC	Central Park Planning	18-195(96)	6/28/2022	\$112.50
Poulos & Bennett LLC	Central Park Amendments	18-195(97)	6/28/2022	\$4,425.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(98)	6/28/2022	\$2,720.00
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(101)	7/25/2022	\$153.75
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(50)	07/30/2021	\$8,422.50
Poulos & Bennett LLC	Central Park Planning	18-195(103)	7/25/2022	\$251.25
Poulos & Bennett LLC	Central Park Amendments	18-195(104)	7/25/2022	\$6,625.00
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(105)	7/25/2022	\$1,530.00

Company Name	Description	Invoice No.	Invoice Date	Total Invoice Amount
Poulos & Bennett LLC	12 Oaks Road Planning & Permit Coordination	18-195(106)	8/25/2022	\$56.25
Poulos & Bennett LLC	Center Lake Blvd Project	18-195(107)	8/25/2022	\$595.00
Poulos & Bennett LLC	Central Park Planning	18-195(108)	8/25/2022	\$667.50
Poulos & Bennett LLC	Central Park Planning	18-195(110)	9/30/2022	\$258.75
Poulos & Bennett LLC	Central Park Amendments	18-195(111)	9/30/2022	\$4,495.00
Poulos & Bennett LLC	Central Park Planning	18-195(112)	10/28/2022	\$97.50
Poulos & Bennett LLC	Central Park Planning	18-195(117)	12/28/2022	\$195.00
South Florida Water Management District	Twelve Oaks Road – Application		2/4/2021	\$7,500.00
South Florida Water Management District	Boulevard Phase 1		11/10/2021	\$4,500.00
Universal Engineering Sciences, LLC	Engineering Analysis – Center Lake Ranch	00441782	8/31/2020	\$3,000.00
Universal Engineering Sciences, LLC	12 Oaks Road – GEO	00475801	1/29/2021	\$10,705.00
Universal Engineering Sciences, LLC	12 Oaks Road – Dewater	00507551	5/26/2021	\$7,500.00
Universal Engineering Sciences, LLC	Central Park - GEO	00583371	2/25/2022	\$4,795.00
			TOTALS:	\$1,027,322.65

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2023

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS NOVEMBER 30, 2023

				Debt		Total
	G	eneral	Service		Governmen	
		Fund		Fund		Funds
ASSETS						
Cash	\$	6,000	\$	-	\$	6,000
Due from MI Homes		1,960		-		1,960
Due from Taylor Morrison		6,382		-		6,382
Total assets	<u>\$</u>	14,342	\$			14,342
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$	8,342	\$	-	\$	8,342
Due to MI Homes		-		825		825
Due to Taylor Morrison		-		2,324		2,324
Landowner advance		6,000		-		6,000
Total liabilities		14,342		3,149		17,491
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts		8,342		-		8,342
Total deferred inflows of resources		8,342				8,342
Fund balances:						
Restricted for:						
Debt service		_		(3,149)		(3,149)
Unassigned		(8,342)		-		(8,342)
Total fund balances		(8,342)		(3,149)		(11,491)
Total liabilities, deferred inflows of recourses						
Total liabilities, deferred inflows of resources and fund balances	Ф	14,342	\$	_	¢	14,342
מוע ועווע טמומוועכט	<u>φ</u>	14,042	Ψ		Ψ	14,042

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED NOVEMBER 30, 2023

REVENUES	Current Month	Year to Date	Budget	% of Budget
Landowner contribution	\$ 2,233	\$ 2,233	¢ 104 440	2%
Total revenues	2,233	2,233	\$ 104,440 104,440	2% 2%
Total Tevenues			104,440	∠ /0
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	4,000	48,000	8%
Legal	6,284	6,284	25,000	25%
Engineering	-	-	2,000	0%
Audit	_	<u>-</u>	6,000	0%
Arbitrage rebate calculation*	_	_	750	0%
Dissemination agent*	_	_	1,000	0%
Trustee*	_	_	5,500	0%
Telephone	16	33	200	17%
Postage	-	-	500	0%
Printing & binding	42	83	500	17%
Legal advertising	-	-	6,500	0%
Annual special district fee	_	175	175	100%
Insurance	_	5,000	5,500	91%
Contingencies/bank charges	_	-	500	0%
Meeting room	_	-	1,400	0%
Website hosting & maintenance	_	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	8,342	15,575	104,440	15%
·				
Excess/(deficiency) of revenues				
over/(under) expenditures	(6,109)	(13,342)	-	
	·			
Fund balances - beginning	(2,233)	5,000		
Fund balances - ending	\$ (8,342)	\$ (8,342)	\$ -	

^{*}These items will be realized when bonds are issued

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

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND FOR THE PERIOD ENDED NOVEMBER 30, 2023

	Current Month	Year To Date	
REVENUES Total revenues	\$ -	\$ - -	
EXPENDITURES Debt service Total debt service	<u>-</u>	<u>-</u>	
Excess/(deficiency) of revenues over/(under) expenditures	-	-	
Fund balances - beginning Fund balances - ending	(3,149) \$ (3,149)	(3,149) \$ (3,149)	

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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1 2 3	MINUTES O CENTER LAKE RANCH WEST COMM						
4	The Board of Supervisors of the Cente	r Lake Ranch West Community Development					
5	District held Public Hearings and a Regular Meeting on August 9, 2023 at 1:30 p.m., at the						
6	Hampton Inn & Suites Orlando South Lake Bu	ena Vista, 4971 Calypso Cay Way, Kissimmee,					
7	Florida 34746.						
8 9	Present at the meeting were:						
10	Susan Kane	Chair					
11	Nora Schuster	Vice Chair					
12	Diana Cabrera	Assistant Secretary					
13	Chrissie Inosencio	Assistant Secretary					
14 15	Jared Wilken (via telephone)	Assistant Secretary					
16 17	Also present were:						
18	Cindy Cerbone	District Manager					
19	Andrew Kantarzhi	Wrathell, Hunt and Associates LLC (WHA)					
20	Jere Earlywine (via telephone)	District Counsel					
21	Bennett Davenport (via telephone)	Kutak Rock, LLP					
22	Heather Isaacs	Taylor Morrison of Florida, Inc. (Taylor					
23		Morrison)					
24		,					
25							
26 27	FIRST ORDER OF BUSINESS	Call to Order/Roll Call					
28	Mr. Kantarzhi called the meeting to or	der at 1:33 p.m. Supervisors Kane, Schuster,					
29	Cabrera and Inosencio were present. Supervisor	Wilken attended via telephone.					
30							
31 32	SECOND ORDER OF BUSINESS	Public Comments					
33	No members of the public spoke.						
34							
35 36 37 38 39	THIRD ORDER OF BUSINESS	Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements					

A. Affidavits/Proof of Publication

Ms. Cerbone stated that two members of the public saw the proof of publication and came to learn more about the CDD. She gave them an overview about CDDs and answered questions prior to the meeting. Mr. Kantarzhi's business card was given to them and they were advised to contact District Management with any further questions.

46 B. Mailed Notice to Property Owner(s)

These items were presented for informational purposes.

48 C. First Supplemental Engineer's Report - Assessment Area One (for informational purposes)

Mr. Earlywine stated this is the same Report, with the same costs to finance and levy assessments as presented at prior meetings. The Master Cost is divided into separate pieces, since the idea is to finance the Center Lake Ranch Boulevard improvements, for which there are no credits, except for the right-of-way (ROW). The Neighborhood infrastructure may be funded through a future bond or may not be reimbursed at all.

D. Master Special Assessment Methodology Report for Assessment Area One (for informational purposes)

Ms. Cerbone highlighted that the Preliminary First Supplemental Special Assessment Methodology Report, under the Fourth Order of Business, shows Taylor Morrison and M/I Homes' SF 34' and SF 40' Unit types now have the same debt assessment amount, which differs from the Master Special Assessment Methodology Report. Mr. Earlywine stated that the Master Special Assessment Methodology Report is typically prepared to levy assessments for the first time.

Asked if the contribution calculation changed, Mr. Earlywine replied affirmatively and stated that the SF 34' was adjusted to mirror Taylor Morrison's and there is plenty of infrastructure to cover the contribution requirements.

E. Consideration of Resolution 2023-34, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments;

Addressing the Payment of Debt Assessments and the Method of Collection; Providing
for the Allocation of Debt Assessments and True-Up Payments; Addressing
Government Property, and Transfers of Property to Units of Local, State and Federal
Government; Authorizing an Assessment Notice; and Providing for Severability,
Conflicts and an Effective Date

Hear testimony from the affected property owners as to the propriety and advisability
of making the improvements and funding them with special assessments on the
property.

On MOTION by Ms. Cabrera and seconded by Ms. Schuster, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Ms. Cabrera and seconded by Ms. Schuster, with all in favor, the Public Hearing was closed.

- Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.
- The Board, sitting as the Equalizing Board, made no changes to the assessment levels.
- 92 Ms. Cerbone presented Resolution 2023-34 and read the title.

On MOTION by Ms. Cabrera and seconded by Ms. Kane, with all in favor, Resolution 2023-34, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date

105106

107 **FOURTH ORDER OF BUSINESS**

108 109 110

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Consideration of Resolution 2023-35, Setting Forth the Specific Terms of the Center Lake Ranch West Community Development District's Capital Improvement Revenue Bonds, Series 2023 (Assessment Area One); Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer's Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the 2023 Bonds; Addressing the Allocation And Collection of the Assessments Securing the 2023 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing the Supplementation of Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

Mr. Earlywine requested authorization to modify Resolution 2023-35 from the "Final Assessment Resolution" into a "Delegated Assessment Resolution" to allow for changing the numbers in the Engineer's and Methodology Reports to be consistent with the pricing, as they did not post the bond offering statement or price the bonds beforehand, which is typical.

On MOTION by Ms. Cabrera and seconded by Ms. Kane, with all in favor, Resolution 2023-35, as amended to authorize modification into a form of a Delegated Assessment Resolution and add the Final Supplemental Assessment Report and Final Supplemental Engineer's Report as Exhibits after the pricing is completed, Setting Forth the Specific Terms of the Center Lake Ranch West Community Development District's Capital Improvement Revenue Bonds, Series 2023 (Assessment Area One); Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer's Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the 2023 Bonds; Addressing the Allocation And Collection of the Assessments Securing the 2023 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

146 147 148	FIFTH	I ORDER OF BUSINESS	Consideration of Ancillary Financing Docs
149 150		Mr. Earlywine outlined the purpose of	the following documents that involve M/I Homes
151	of Or	lando, LLC and Taylor Morrison:	
152	Α.	Collateral Assignment Agreements	
153	В.	Completion Agreements	
154	C.	Declarations of Consent	
155	D.	Disclosure of Public Finance	
156	E.	True Up Agreements	
157	F.	Notice of Special Assessment	
158			
159 160		On MOTION by Ms. Kane and seconde Ancillary Financing Documents, all in se	ed by Ms. Schuster, with all in favor, the ubstantial form, were approved.
161 162			
162 163		Mr. Earlywine reported on outstanding	real estate issues, as follows:
164	>	Due to the roadway aprons leading	into Twelve Oaks being depicted on the legal
165	descr	iption maps, an assessment lien will b	oe placed on M/I Homes and Taylor Morrison
166	prope	erty and will be removed once it is platted	and treated as roadways.
167	>	A mortgage release from Pinelock's er	ntity on the Taylor Morrison property is pending
168	and w	vill delay expediting the bond issuance an	d posting the bond offering statement.
169		Ms. Isaacs stated that Fred and Matt ar	e working on this.
170	>	Acquiring the two ROWs into Twelve O	aks Road and Lake Ranch Boulevard is underway
171	and t	he Fee Title will be deeded directly to th	e utilities along with the improvements. Another
172	confe	erence call is scheduled for tomorrow.	
173			
174 175 176	SIXTH	ORDER OF BUSINESS	Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
170 177	Α.	Proof/Affidavit of Publication	

B. Consideration of Resolution 2023-36 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

Ms. Cerbone stated the proposed Fiscal Year 2024 budget is the same as the version presented in prior meetings. She discussed plans to amend the Fiscal Year 2024 budget in the future to add the Orlando Utilities Commission costs for lighting services, which will be discussed later in the meeting, but, until then, as a Landowner-funded budget, these invoices will be in the funding requests.

On MOTION by Ms. Cabrera and seconded by Ms. Schuster, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Ms. Kane and seconded by Ms. Schuster, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Kane and seconded by Ms. Schuster, with all in favor, Resolution 2023-36 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

SEVENTH ORDER OF BUSINESS

Consideration of Fiscal Year 2023/2024 Budget Funding Agreement

Mr. Earlywine stated that the Agreement with Taylor Morrison includes additional parties and a paragraph outlining the percentage split. He is waiting for the Landowner's to confirm the contract details before finalizing. He requested approval of the M/I Homes Agreement, in substantial form.

249

213214215216		On MOTION by Ms. Cabrera and secon Fiscal Year 2023/2024 Budget Funding LLC, in substantial form to incorporapproved.	Agreement with M/I H	lomes of Orland	lo,
217 218 219 220 221 222 223	EIGHT	TH ORDER OF BUSINESS	Ratification of Commission Serv Service Center Lak	ice Agreement	Utilities for Light
224 225 226 227		On MOTION by Ms. Kane and seconde Orlando Utilities Commission Service A Lake Ranch Boulevard, was ratified.	•		ll l
228 229	•	Orlando Utilities Commission Service	Agreement for Light	Service on Twe	elve Oaks
230		Road			
231		This item was an addition to the agenda	a.		
232		Mr. Earlywine requested approval o	f the Agreement for	Twelve Oaks	Road, ir
233	substa	antial form, as the legal description is pend	_		,
234		,	J		
235 236 237 238 239 240		On MOTION by Ms. Kane and seconde Orlando Utilities Commission Service A Oaks Road, in substantial form, was app	Agreement for Light S proved	ervices on Twel	ve
241					
242 243 244	NINTI	H ORDER OF BUSINESS	Acceptance of Statements as of J	Unaudited une 30, 2023	Financia
245		Ms. Cerbone stated that two members	of the public asked ab	out the CDD we	bsite and
246	she a	dvised that it will be created soon, wit	hin the 12-month re	quirement. Upo	n furthe
247	reviev	w, it was noted that the CDD website sho	uld be activated by the	e end of the mor	nth; a link
248	will be	e emailed to the Board.			

250		On MOTION by Ms. Cabrera and seconded by Ms. Inosencio, with all in favor,			
251	the Unaudited Financial Statements as of June 30, 2023, were accepted.				
252			<u> </u>		
253					
254 255	11 , ,				
256					
257					
258		On MOTION by Ms. Kane and se	conded by Ms. Cabrera, with all in favor, the		
259		July 20, 2023 Regular Meeting Mi	nutes, as presented, were approved.		
260					
261					
262	ELEVE	ENTH ORDER OF BUSINESS	Staff Reports		
263		District Coursel, Kutal, Back, LLD			
264	A.	District Counsel: Kutak Rock, LLP			
265					
266		On MOTION by Ms. Kane and	seconded by Ms. Schuster, with all in favor,		
267		<u> </u>	improvements that are part of Twelve Oaks		
268		Road and Center Lake Ranch Bo	pulevard and any other work product for any		
269		other items in the Engineer's Re	eport, all in the amount not-to-exceed as set		
270		forth in the Engineer's Report, a	nd authorizing Staff to prepare the necessary		
271		documents, was approved.			
272			<u> </u>		
273					
274	В.	District Engineer (Interim): Poulos & Bennett, LLC			
275		There was no report.			
276	C.	District Manager: Wrathell, Hunt and Associates, LLC			
277		NEXT MEETING DATE: Sep.	tember 13, 2023 at 1:30 PM		
278		O QUORUM CHECK			
279		The next meeting will be on Septe	ember 13, 2023, unless cancelled.		
280					
281	TWELFTH ORDER OF BUSINESS		Board Members' Comments/Requests		
282	There were no Board Members' comments or requests.				
283		There were no Board Members C	onlinents of requests.		
284					
285 286					

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

August 9, 2023

CENTER LAKE RANCH WEST CDD

297

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301			
302			
303	Secretary/Assistant Secretary	Chair/Vice Chair	

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CENTER LAKE RANCH WEST CDD

August 9, 2023

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Hampton Inn & Suites Orlando South Lake Buena Vista 4971 Calypso Cay Way, Kissimmee, Florida 34746

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2023 CANCELED	Regular Meeting	1:30 PM
-	<u> </u>	
November 8, 2023 CANCELED	Regular Meeting	1:30 PM
NO QUORUM		
December 13, 2023 CANCELED	Regular Meeting	1:30 PM
January 10, 2024	Regular Meeting	1:30 PM
January 20, 202 :	ganaeetg	
February 14, 2024	Regular Meeting	1:30 PM
1 001441 1 1 202 1	negatat meeting	1.50 1 111
March 13, 2024	Regular Meeting	1:30 PM
Water 13, 2024	negatat wiceting	1.50 1 101
April 10, 2024	Regular Meeting	1:30 PM
April 10, 2024	Regular Weeting	1.50 1 141
May 8, 2024	Regular Meeting	1:30 PM
Wiay 0, 2024	Regular Weeting	1.50 1 141
June 12, 2024	Regular Meeting	1:30 PM
Julie 12, 2024	Regular Meeting	1.30 FIVI
luby 10, 2024	Pagular Maating	1:30 PM
July 10, 2024	Regular Meeting	1.30 FIVI
August 14, 2024	Degulor Meeting	1.20 DN4
August 14, 2024	Regular Meeting	1:30 PM
Carlanda 44 2024	Dec lease of	4 20 554
September 11, 2024	Regular Meeting	1:30 PM