

**WHISPERING PINES  
COMMUNITY DEVELOPMENT  
DISTRICT**

**June 1, 2023**

**BOARD OF SUPERVISORS  
SPECIAL MEETING  
AGENDA**

**WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**

**LETTER**

**Whispering Pines 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**

May 25, 2023

Board of Supervisors  
Whispering Pines Community Development District

Dear Board Members:

The Board of Supervisors of the Whispering Pines Community Development District will hold a Special Meeting on June 1, 2023 at 10:00 a.m., at the Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor Kat Diggs [SEAT 5] *(the following will be provided in a separate package)*
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Chapter 190, Florida Statutes
  - D. Financial Disclosure Forms
    - I. Form 1: Statement of Financial Interests
    - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
    - III. Form 1F: Final Statement of Financial Interests
  - E. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2023-12, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2023-13, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date

**ATTENDEES:**

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

6. Consideration of Resolution 2023-14, Ratifying, Confirming, and Approving the Sale of the Whispering Pines Community Development District Special Assessment Bonds, Series 2023 (2023 Project); Ratifying, Confirming, and Approving The Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Whispering Pines Community Development District Special Assessment Bonds, Series 2023 (2023 Project); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
7. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
  - Consideration of Retention and Fee Agreement
8. Ratification of The Lake Doctors, Inc., Agreement for Lake Maintenance Services
9. Consideration of Resolution 2023-15, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date
10. Consideration of Resolution 2023-08, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
11. Consideration of Resolution 2023-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
12. Ratification of SR Landscaping, LLC, Agreement for Pond Bank Maintenance Services
13. Ratification of Architectural Fountains, Inc., Fountain Maintenance Contract Addendum
14. Acceptance of Unaudited Financial Statements as of April 30, 2023
15. Approval of January 26, 2023 Special Meeting Minutes
16. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer (Interim): *LevelUp Consulting, LLC*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - 0 Registered Voters in District as of April 15, 2023
    - NEXT MEETING DATE: TBD

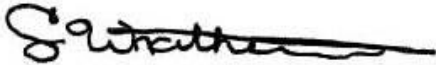
○ QUORUM CHECK

SEAT 1	BRADY LEFERE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	RAY APONTE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JENNA WALTERS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	MAX LAW	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	KAT DIGGS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 943 865 3730**

# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2023-12**

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

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

**WHEREAS**, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

**1. APPROVING PROPOSED BUDGET.** The operating budget proposed by the District Manager for Fiscal Year 2023/2024 is attached hereto as **Exhibit A** are hereby approved as the basis for conducting a public hearing to adopt said budget.

**2. SETTING HEARING.** The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

**DATE:** \_\_\_\_\_  
**HOUR:** \_\_\_\_\_  
**LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit copy of each of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

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

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

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

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

**PASSED AND ADOPTED** this 1st day of June, 2023.

ATTEST:

**WHISPERING PINES COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2023/2024 Budget



**Exhibit A**

Fiscal Year 2023/2024 Budget

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
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**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ -				\$ 68,308
Allowable discounts (4%)	-				(2,732)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	65,576
Assessment levy: off-roll	-	-	-	-	67,937
Landowner contribution	187,215	15,921	173,444	189,365	55,368
Total revenues	<u>187,215</u>	<u>15,921</u>	<u>173,444</u>	<u>189,365</u>	<u>188,881</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording**	48,000	14,000	34,000	48,000	48,000
Legal	20,000	3,023	16,977	20,000	20,000
Engineering	2,500	-	2,500	2,500	5,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	2,000	83	1,917	2,000	2,000
Trustee*	9,000	-	9,000	9,000	9,000
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	266	6,234	6,500	2,000
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	6,000
Contingencies/bank charges	500	254	246	500	500
Website hosting & maintenance	1,680	-	1,680	1,680	1,680
Website ADA compliance	210	210	-	210	210
Meeting room rental	-	-	-	-	1,550
Property appraiser	750	1,450	-	1,450	-
Tax collector	-	-	-	-	1,366
Total professional & administrative	<u>104,015</u>	<u>19,636</u>	<u>85,079</u>	<u>104,715</u>	<u>104,681</u>
<b>Field operations</b>					
Field Manager	1,500	425	1,075	1,500	1,500
Landscape maintenance - pond mowing	18,200	-	18,200	18,200	18,200
Lake/stormwater maintenance	6,500	-	6,500	6,500	6,500
Fountains - repairs/maintenance	3,000	-	3,000	3,000	3,000
General repairs/supplies	7,500	-	7,500	7,500	11,500
Property insurance	1,500	-	1,500	1,500	1,500
Property Appraisal	750	1,450	-	1,450	-

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>Utilities</b>					
Streetlights	42,000	-	42,000	42,000	42,000
Electric - common areas	3,000	-	3,000	3,000	-
Total field operations	83,200	1,875	82,775	84,650	84,200
Total expenditures	187,215	21,511	167,854	189,365	188,881
Excess/(deficiency) of revenues over/(under) expenditures	-	(5,590)	5,590	-	-
Fund balance - beginning (unaudited)	-	-	(5,590)	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (5,590)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\*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.

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording**	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	20,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	5,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee*	9,000
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	2,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,000
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	1,680
Website ADA compliance	210
Meeting room rental	1,550

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

Tax collector	1,366
<b>Field operations</b>	
Field Manager	1,500
Landscape maintenance - pond mowing	18,200
Lake/stormwater maintenance	6,500
Fountains - repairs/maintenance	3,000
General repairs/supplies	11,500
Property insurance	1,500
<b>Utilities</b>	
Streetlights	42,000
Total expenditures	<u>\$ 188,881</u>

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Proposed Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ -				\$ 146,510
Allowable discounts (4%)	-				(5,860)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	140,650
Assessment levy: off-roll	-		97,009	97,009	110,225
Total revenues	-	-	97,009	97,009	250,875
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	50,000
Interest	-	-	25,330	25,330	194,019
Tax collector	-	-	-	-	2,930
Underwriter's discount	-	-	72,700	72,700	
Cost of issuance	-	-	189,360	189,360	-
Total expenditures	-	-	287,390	287,390	246,949
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(190,381)	(190,381)	3,926
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	-	447,222	447,222	-
Original issue discount	-	-	(35,860)	(35,860)	-
Total other financing sources/(uses)	-	-	411,362	411,362	-
Net increase/(decrease) in fund balance	-	-	220,981	220,981	3,926
Fund balance:					
Beginning fund balance (unaudited)	-	-	-	-	220,981
Ending fund balance (projected)	\$ -	\$ -	\$ 220,981	\$ 220,981	224,907
Use of fund balance:					
Debt service reserve account balance (required)					(123,972)
Interest expense - November 1, 2024					(95,884)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 5,051</u>



**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/23			25,330.23	25,330.23	3,635,000.00
11/01/23			97,009.38	97,009.38	3,635,000.00
05/01/24	50,000.00	4.500%	97,009.38	147,009.38	3,585,000.00
11/01/24			95,884.38	95,884.38	3,585,000.00
05/01/25	55,000.00	4.500%	95,884.38	150,884.38	3,530,000.00
11/01/25			94,646.88	94,646.88	3,530,000.00
05/01/26	60,000.00	4.500%	94,646.88	154,646.88	3,470,000.00
11/01/26			93,296.88	93,296.88	3,470,000.00
05/01/27	60,000.00	4.500%	93,296.88	153,296.88	3,410,000.00
11/01/27			91,946.88	91,946.88	3,410,000.00
05/01/28	65,000.00	4.500%	91,946.88	156,946.88	3,345,000.00
11/01/28			90,484.38	90,484.38	3,345,000.00
05/01/29	65,000.00	4.500%	90,484.38	155,484.38	3,280,000.00
11/01/29			89,021.88	89,021.88	3,280,000.00
05/01/30	70,000.00	4.500%	89,021.88	159,021.88	3,210,000.00
11/01/30			87,446.88	87,446.88	3,210,000.00
05/01/31	75,000.00	5.375%	87,446.88	162,446.88	3,135,000.00
11/01/31			85,431.25	85,431.25	3,135,000.00
05/01/32	75,000.00	5.375%	85,431.25	160,431.25	3,060,000.00
11/01/32			83,415.63	83,415.63	3,060,000.00
05/01/33	80,000.00	5.375%	83,415.63	163,415.63	2,980,000.00
11/01/33			81,265.63	81,265.63	2,980,000.00
05/01/34	85,000.00	5.375%	81,265.63	166,265.63	2,895,000.00
11/01/34			78,981.25	78,981.25	2,895,000.00
05/01/35	90,000.00	5.375%	78,981.25	168,981.25	2,805,000.00
11/01/35			76,562.50	76,562.50	2,805,000.00
05/01/36	95,000.00	5.375%	76,562.50	171,562.50	2,710,000.00
11/01/36			74,009.38	74,009.38	2,710,000.00
05/01/37	100,000.00	5.375%	74,009.38	174,009.38	2,610,000.00
11/01/37			71,321.88	71,321.88	2,610,000.00
05/01/38	105,000.00	5.375%	71,321.88	176,321.88	2,505,000.00
11/01/38			68,500.00	68,500.00	2,505,000.00
05/01/39	110,000.00	5.375%	68,500.00	178,500.00	2,395,000.00
11/01/39			65,543.75	65,543.75	2,395,000.00
05/01/40	115,000.00	5.375%	65,543.75	180,543.75	2,280,000.00
11/01/40			62,453.13	62,453.13	2,280,000.00
05/01/41	125,000.00	5.375%	62,453.13	187,453.13	2,155,000.00
11/01/41			59,093.75	59,093.75	2,155,000.00
05/01/42	130,000.00	5.375%	59,093.75	189,093.75	2,025,000.00
11/01/42			55,600.00	55,600.00	2,025,000.00
05/01/43	140,000.00	5.375%	55,600.00	195,600.00	1,885,000.00
11/01/43			51,837.50	51,837.50	1,885,000.00
05/01/44	145,000.00	5.500%	51,837.50	196,837.50	1,740,000.00
11/01/44			47,850.00	47,850.00	1,740,000.00
05/01/45	155,000.00	5.500%	47,850.00	202,850.00	1,585,000.00
11/01/45			43,587.50	43,587.50	1,585,000.00
05/01/46	165,000.00	5.500%	43,587.50	208,587.50	1,420,000.00
11/01/46			39,050.00	39,050.00	1,420,000.00
05/01/47	170,000.00	5.500%	39,050.00	209,050.00	1,250,000.00

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/47			34,375.00	34,375.00	1,250,000.00
05/01/48	180,000.00	5.500%	34,375.00	214,375.00	1,070,000.00
11/01/48			29,425.00	29,425.00	1,070,000.00
05/01/49	190,000.00	5.500%	29,425.00	219,425.00	880,000.00
11/01/49			24,200.00	24,200.00	880,000.00
05/01/50	200,000.00	5.500%	24,200.00	224,200.00	680,000.00
11/01/50			18,700.00	18,700.00	680,000.00
05/01/51	215,000.00	5.500%	18,700.00	233,700.00	465,000.00
11/01/51			12,787.50	12,787.50	465,000.00
05/01/52	225,000.00	5.500%	12,787.50	237,787.50	240,000.00
11/01/52			6,600.00	6,600.00	240,000.00
05/01/53	240,000.00	5.500%	6,600.00	246,600.00	-
<b>Total</b>	<b>3,635,000.00</b>		<b>3,845,986.48</b>	<b>7,480,986.48</b>	

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

**On-Roll Assessments**

<u>Product/Parcel</u>	<u>Units</u>				FY 2023
		FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	Total Assessment per Unit
SF 40	37	\$ 604.50	\$ 1,063.59	\$ 1,668.09	n/a
SF 50	53	604.50	1,329.49	1,933.99	n/a
SF 60	23	604.50	1,595.38	2,199.88	n/a
<b>Total</b>	<b>113</b>				

**Off-Roll Assessments**

<u>Product/Parcel</u>	<u>Units</u>				FY 2023
		FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	Total Assessment per Unit
SF 40	33	\$ 313.08	\$ 999.77	\$ 1,312.85	n/a
SF 50	51	313.08	1,249.72	1,562.80	n/a
SF 60	9	313.08	1,499.66	1,812.73	n/a
<b>Total</b>	<b>93</b>				

**Off-Roll Assessments**

<u>Product/Parcel</u>	<u>Units</u>				FY 2023
		FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	Total Assessment per Unit
SF 40	34	\$ 313.08	\$ -	\$ 313.08	n/a
SF 50	53	313.08	-	313.08	n/a
SF 60	37	313.08	-	313.08	n/a
<b>Total</b>	<b>124</b>				

# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2023-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

**WHEREAS**, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 1st day of June, 2023.

ATTEST:

**WHISPERING PINES COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**EXHIBIT "A"**

<b>WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE</b>		
<b>LOCATION</b> <i>TBD</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>November __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>December __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>January __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>February __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>March __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>April __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>May __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>June __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>July __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>August __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>September __, 2024</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>

# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2023-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2023 (2023 Project), in the par amount of \$3,635,000 (“Series 2023 Bonds”); and

**WHEREAS**, the District closed on the sale of the Series 2023 Bonds on March 14, 2023; and

**WHEREAS**, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2023 Bonds.

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

**SECTION 1.** The sale, issuance, and closing of the Series 2023 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and



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

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

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

**PASSED AND ADOPTED** this 1st day of June, 2023.

ATTEST:

**WHISPERING PINES COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

Whispering Pines Community Development District  
c/o Craig Wrathell and  
Ray Aponte  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road Suite 410W  
Boca Raton, Florida 33431  
wrathellc@whhassociates.com  
ray.aponte@pultegroup.com

RE: District Counsel Matter

Dear Sirs or Madams,

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

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

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

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

Yours truly,

/s/ Jere Earlywine

**Instructions**

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

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

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

  
\_\_\_\_\_  
For the Client

## RETENTION AND FEE AGREEMENT

### I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Whispering Pines Community Development District (“**Client**”)  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)  
107 West College Avenue  
Tallahassee, Florida 32301

### II. SCOPE OF SERVICES

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

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

### III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

**IV. FEES**

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Jere Earlywine	\$305
Associates	\$265
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

**V. BILLING AND PAYMENT**

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## **IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## **X. EXECUTION OF AGREEMENT**

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

**XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:


**WHISPERING PINES COMMUNITY  
DEVELOPMENT DISTRICT**

**KUTAK ROCK LLP**

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

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

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

By:  \_\_\_\_\_  
Jere L. Earlywine

Date: March 6, 2023

## ATTACHMENT A

### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

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

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

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

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



# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**AGREEMENT FOR  
LAKE MAINTENANCE SERVICES**

**THIS AGREEMENT (“Agreement”)** is made, and entered into, by and between:

**WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

**THE LAKE DOCTORS, INC.**, a Florida profit corporation, and with an address of 4651 Salisbury Road, Suite 155, Jacksonville, Florida 32256 (“**Contractor**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

**WHEREAS**, the District owns, operates and maintains certain stormwater ponds (“**Facilities**”); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide maintenance services for the Facilities, as outlined in **Exhibit A (“Services”)**; and

**WHEREAS**, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **SERVICES**. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

*Additional Work.* The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

**3. TERM.** Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

**4. COMPENSATION; PAYMENT.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

**5. CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**6. COMPLIANCE WITH LAW.** In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

**7. ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("Board") expressly directs Contractor otherwise, in writing.

**8. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of

such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**9. TERMINATION.** The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

**10. INSURANCE.** Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**11. INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

**12. DEFAULT; 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. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing

contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**13. ATTORNEY'S FEES.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**14. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

**15. 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 parties hereto.

**16. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed 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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

**17. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

**18. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**19. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

**20. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor 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 Contractor 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 Contractor'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 Contractor, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O CRAIG WRATHELL, WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, 33431, PHONE (561)571-0010, AND E-MAIL [WRATHELLC@WHHASSOCIATES.COM](mailto:WRATHELLC@WHHASSOCIATES.COM).**

**21. 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.

**22. HEADINGS.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**23. NEGOTIATIONS AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**24. LIMITATIONS ON 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 or law, 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.

**25. SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**26. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**27. CONFLICTS.** In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

**28. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

**29. E-SIGNATURE; COUNTERPARTS.** This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**WHISPERING PINES COMMUNITY  
DEVELOPMENT DISTRICT**

Brady Lefere  Digitally signed by  
Brady Lefere

By: Brady Lefere  
Its: Chair  
Date: 2-6-23

**THE LAKE DOCTORS, INC.**



By: Jason Brown  
Its: Vice President-Sales  
Date: 2/7/2023

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements



EXHIBIT A

SCOPE OF WORK & PRICING, WITH ADDITIONAL PROVISIONS

A. THE LAKE DOCTORS agree to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Three (3) ponds associated with WHISPERING PINES CDD 12X PASCO R2, Land Lakes, Florida

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

Table with 5 rows of services and their costs: 1. Underwater and Floating Vegetation Control Program (\$ 425.00 Monthly), 2. Shoreline Grass and Brush Control Program (\$ INCLUDED), 3. Free Callback Service (\$ INCLUDED), 4. Email completed work order (\$ INCLUDED), 5. Additional Treatments, if required (\$ INCLUDED). Total of Services Accepted (\$ 425.00 Monthly).

Payment of \$425.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of \$425.00 including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS use products which, in its sole discretion, will provide effective and safe results.
D. THE LAKE DOCTORS agree to commence treatment within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.

- a) Periodic treatments to maintain control of noxious submersed, floating and immersed aquatic vegetation and algae.
b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment.
c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life.
d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.

Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedo grass, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.

CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.

If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.

Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.

If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.

CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.



**EXHIBIT B**  
**INSURANCE CERTIFICATE WITH ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2023

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 501 Riverside Ave Suite 1000 Jacksonville FL 32202	<b>CONTACT NAME:</b> Stephanie Meehan <b>PHONE (A/C, No, Ext):</b> 904-421-4339 <b>E-MAIL ADDRESS:</b> Stephanie.Meehan@ajg.com		<b>FAX (A/C, No):</b> 904-634-1302													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Amerisure Mutual Insurance Company</td> <td>23396</td> </tr> <tr> <td>INSURER B : Tokio Marine Specialty Ins Co</td> <td>23850</td> </tr> <tr> <td>INSURER C : Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Mutual Insurance Company	23396	INSURER B : Tokio Marine Specialty Ins Co	23850	INSURER C : Amerisure Insurance Company	19488	INSURER D :		INSURER E :		INSURER F :
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INSURER F :																
<b>INSURED</b> The Lake Doctors, Inc. 4651 Salisbury Rd Ste 155 Jacksonville FL 32256	THELAKE-21															

**COVERAGES**

CERTIFICATE NUMBER: 1614281694

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	EG00037402	1/30/2023	1/30/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA211951502	1/30/2023	1/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XP0026302	1/30/2023	1/30/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC211984901	1/30/2023	1/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	<input type="checkbox"/> Pollution Liability <input type="checkbox"/> Professional Liability			EG00037402 EG00037402	1/30/2023 1/30/2023	1/30/2024 1/30/2024	Each Occurrence \$2,000,000 Each Claim/Aggregate \$2M/\$2M

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

The Whispering Pines Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds, and a 30 Day Notice of Cancellation applies in favor of the Additional Insureds.

**CERTIFICATE HOLDER****CANCELLATION**

The Whispering Pines Community Development District  
 c/o WH & Associates  
 2300 Glades Rd Ste 410W  
 Boca Raton FL 33431

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

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ 1,080.00

#### **1. EXTENDED CANCELLATION CONDITION**

**COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph **A.2.** is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b.** 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

**SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

- d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1)** Coverage under this provision is afforded only until the end of the policy period;
  - (2)** Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3)** Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e.** Any "employee" of yours using:
  - (1)** A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2)** An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f.** Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g.** Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".  
This provision does not apply:
  - (1)** Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
  - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
  - (b) The "auto" is leased without a driver; and
  - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

- C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

## 6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:
  - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - (4) Security deposits not refunded by a lessor; and
  - (5) Carry-over balances from previous loans or leases.

## 7. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

### 4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

**8. AIRBAG COVERAGE**

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS**, Paragraph **3**. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

**9. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage.

**10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

**11. KNOWLEDGE OF ACCIDENT**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

**12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE****SCHEDULE****Description of Covered "Auto":**

**Limit of Insurance**  
\$500

**Deductible**  
\$250

**A. Coverage**

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

**B. Exclusions**

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

**C. Limit of Insurance**

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

**D. Deductible**

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**E. When This Provision Becomes Void**

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - BLANKET  
OWNERS, LESSEES OR CONTRACTORS - ONGOING OPERATIONS**

This endorsement modifies and is subject to the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTORS ENVIRONMENTAL COVERAGE**SCHEDULE

Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
<ol style="list-style-type: none"> <li>1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and</li> <li>2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.</li> </ol>	Those job sites as required in the performance of your work or your contracting operations for the additional insured.
If not shown above, information required to complete this endorsement will be shown in the Declarations.	

The following amendments are made to the Commercial General Liability (CGL) and Contractor Environmental Coverage (CEC) insurance coverages:

**A. Section II – Who Is An Insured** of the CGL Coverage Part and **Section II – Definitions, M.** “Insured” of the CEC Coverage Part are amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury", “loss” or “remediation expense” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage", “loss” or “remediation expense” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or
3. All work defined by “completed operations” of the CEC Coverage Part.

All other policy terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY - BLANKET**

This endorsement modifies and is subject to the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PROFESSIONAL LIABILITY COVERAGE  
CONTRACTOR ENVIRONMENTAL COVERAGE**

It is hereby agreed that **COMMON POLICY TERMS AND CONDITIONS Section I. APPLICABLE TO COMMERCIAL GENERAL LIABILITY, CONTRACTORS ENVIRONMENTAL COVERAGE AND PROFESSIONAL LIABILITY COVERAGE FORMS**, Paragraph E. **Other Insurance** is amended by adding the following paragraph:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a "Named Insured" under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) Such contract or agreement was executed prior to the date that operations or professional services performed by you first commenced.

All other policy terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF SUBROGATION - BLANKET**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PROFESSIONAL LIABILITY COVERAGE  
CONTRACTORS POLLUTION LIABILITY COVERAGE**

It is hereby agreed that **COMMON POLICY TERMS AND CONDITIONS Section I. APPLICABLE TO COMMERCIAL GENERAL LIABILITY, CONTRACTORS ENVIRONMENTAL COVERAGE AND PROFESSIONAL LIABILITY COVERAGE**, Paragraph **F. Subrogation** is amended by adding the following paragraph:

Notwithstanding the foregoing, we hereby waive our right of subrogation against your client where required by written contract provided that such contract is fully executed prior to the first commencement of operations or services performed by you that are covered by this policy.

All other policy terms and conditions remain unchanged.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
January 30, 2023  
Insured  
The Lake Doctors, Inc.

Policy No.  
WC211984901

Endorsement No.

Premium \$

Insurance Company  
Amerisure Insurance Company

Countersigned by \_\_\_\_\_

# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**



**RESOLUTION 2023-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on November 30, 2022, the Board of Supervisors (“Board”) of the Whispering Pines Community Development District (“District”), adopted a Budget for Fiscal Year 2022/2023; and

**WHEREAS**, the Board desires to amend the previously adopted budget for Fiscal Year 2022/2023.

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

Section 1. The Fiscal Year 2022/2023 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2023 Financial Statements and Audit Report of the District.

**PASSED AND ADOPTED** this 1st day of June, 2023.

ATTEST:

**WHISPERING PINES COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**EXHIBIT "A"**

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED BUDGET  
FISCAL YEAR 2023**

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
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**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Adopted Budget FY 2023
<b>REVENUES</b>	
Landowner contribution	186,465
Total revenues	186,465
 <b>EXPENDITURES</b>	
<b>Professional &amp; administrative</b>	
Management/accounting/recording**	48,000
Legal	20,000
Engineering	2,500
Audit	5,500
Arbitrage rebate calculation*	500
Dissemination agent*	2,000
Trustee*	9,000
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	6,500
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	500
Website hosting & maintenance	1,680
Website ADA compliance	210
Total professional & administrative	103,265
<b>Field operations</b>	
Field Manager	1,500
Landscape maintenance - pond mowing	18,200
Lake/stormwater maintenance	6,500
Fountains - repairs/maintenance	3,000
General repairs/supplies	7,500
Property insurance	1,500
<b>Utilities</b>	
Streetlights	42,000
Electric - common areas	3,000
Total field operations	83,200
Total expenditures	186,465
 Excess/(deficiency) of revenues over/(under) expenditures	-

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Adopted Budget FY 2023
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	-
Unassigned	-
Fund balance - ending	<u>\$ -</u>

\*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.

Total Number of Units	330
Platted Units	-
Professional & admin amount per unit	\$312.92
Field operations amount per unit	<u>\$252.12</u>
Total amount per unit	<u>\$565.04</u>

Note: If the \$565.04 amount per unit was assessed as an on-roll assessment placed on the county tax bill, this would equate to a \$601.11 assessment; including property appraiser & tax collector fees with 4% discount.

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording**	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	20,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,500
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee*	9,000
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	1,680
Website ADA compliance	210

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Field operations**

Field Manager	1,500
Landscape maintenance - pond mowing	18,200
Lake/stormwater maintenance	6,500
Fountains - repairs/maintenance	3,000
General repairs/supplies	7,500
Property insurance	1,500

**Utilities**

Streetlights	42,000
Electric - common areas	3,000
Total expenditures	<u>\$ 186,465</u>



**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023  
FISCAL YEAR 2023**

	Proposed Budget FY 2023
<b>REVENUES</b>	
Assessment levy: off-roll	\$ 97,009
Total revenues	<u>97,009</u>
<b>EXPENDITURES</b>	
<b>Debt service</b>	
Principal	-
Interest	25,330
Cost of issuance	189,360
Underwriter's Discount	72,700
Total expenditures	<u>287,390</u>
Excess/(deficiency) of revenues over/(under) expenditures	(190,381)
<b>OTHER FINANCING SOURCES/(USES)</b>	
Bond proceeds	447,222
Original issue discount	(35,860)
Total other financing sources/(uses)	<u>411,362</u>
Net increase/(decrease) in fund balance	220,981
Fund balance:	
Beginning fund balance (unaudited)	-
Ending fund balance (projected)	<u>220,981</u>
Use of fund balance:	
Debt service reserve account balance (required)	(123,972)
Interest expense - November 1, 2023	(97,009)
Projected fund balance surplus/(deficit) as of September 30, 2023	<u><u>\$ -</u></u>

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
03/01/23			-	-	3,635,000.00
05/01/23			25,330.23	25,330.23	3,635,000.00
11/01/23			97,009.38	97,009.38	3,635,000.00
05/01/24	50,000.00	4.500%	97,009.38	147,009.38	3,585,000.00
11/01/24			95,884.38	95,884.38	3,585,000.00
05/01/25	55,000.00	4.500%	95,884.38	150,884.38	3,530,000.00
11/01/25			94,646.88	94,646.88	3,530,000.00
05/01/26	60,000.00	4.500%	94,646.88	154,646.88	3,470,000.00
11/01/26			93,296.88	93,296.88	3,470,000.00
05/01/27	60,000.00	4.500%	93,296.88	153,296.88	3,410,000.00
11/01/27			91,946.88	91,946.88	3,410,000.00
05/01/28	65,000.00	4.500%	91,946.88	156,946.88	3,345,000.00
11/01/28			90,484.38	90,484.38	3,345,000.00
05/01/29	65,000.00	4.500%	90,484.38	155,484.38	3,280,000.00
11/01/29			89,021.88	89,021.88	3,280,000.00
05/01/30	70,000.00	4.500%	89,021.88	159,021.88	3,210,000.00
11/01/30			87,446.88	87,446.88	3,210,000.00
05/01/31	75,000.00	5.375%	87,446.88	162,446.88	3,135,000.00
11/01/31			85,431.25	85,431.25	3,135,000.00
05/01/32	75,000.00	5.375%	85,431.25	160,431.25	3,060,000.00
11/01/32			83,415.63	83,415.63	3,060,000.00
05/01/33	80,000.00	5.375%	83,415.63	163,415.63	2,980,000.00
11/01/33			81,265.63	81,265.63	2,980,000.00
05/01/34	85,000.00	5.375%	81,265.63	166,265.63	2,895,000.00
11/01/34			78,981.25	78,981.25	2,895,000.00
05/01/35	90,000.00	5.375%	78,981.25	168,981.25	2,805,000.00
11/01/35			76,562.50	76,562.50	2,805,000.00
05/01/36	95,000.00	5.375%	76,562.50	171,562.50	2,710,000.00
11/01/36			74,009.38	74,009.38	2,710,000.00
05/01/37	100,000.00	5.375%	74,009.38	174,009.38	2,610,000.00
11/01/37			71,321.88	71,321.88	2,610,000.00
05/01/38	105,000.00	5.375%	71,321.88	176,321.88	2,505,000.00
11/01/38			68,500.00	68,500.00	2,505,000.00
05/01/39	110,000.00	5.375%	68,500.00	178,500.00	2,395,000.00
11/01/39			65,543.75	65,543.75	2,395,000.00
05/01/40	115,000.00	5.375%	65,543.75	180,543.75	2,280,000.00
11/01/40			62,453.13	62,453.13	2,280,000.00
05/01/41	125,000.00	5.375%	62,453.13	187,453.13	2,155,000.00
11/01/41			59,093.75	59,093.75	2,155,000.00
05/01/42	130,000.00	5.375%	59,093.75	189,093.75	2,025,000.00
11/01/42			55,600.00	55,600.00	2,025,000.00
05/01/43	140,000.00	5.375%	55,600.00	195,600.00	1,885,000.00
11/01/43			51,837.50	51,837.50	1,885,000.00
05/01/44	145,000.00	5.500%	51,837.50	196,837.50	1,740,000.00
11/01/44			47,850.00	47,850.00	1,740,000.00
05/01/45	155,000.00	5.500%	47,850.00	202,850.00	1,585,000.00
11/01/45			43,587.50	43,587.50	1,585,000.00
05/01/46	165,000.00	5.500%	43,587.50	208,587.50	1,420,000.00
11/01/46			39,050.00	39,050.00	1,420,000.00

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/47	170,000.00	5.500%	39,050.00	209,050.00	1,250,000.00
11/01/47			34,375.00	34,375.00	1,250,000.00
05/01/48	180,000.00	5.500%	34,375.00	214,375.00	1,070,000.00
11/01/48			29,425.00	29,425.00	1,070,000.00
05/01/49	190,000.00	5.500%	29,425.00	219,425.00	880,000.00
11/01/49			24,200.00	24,200.00	880,000.00
05/01/50	200,000.00	5.500%	24,200.00	224,200.00	680,000.00
11/01/50			18,700.00	18,700.00	680,000.00
05/01/51	215,000.00	5.500%	18,700.00	233,700.00	465,000.00
11/01/51			12,787.50	12,787.50	465,000.00
05/01/52	225,000.00	5.500%	12,787.50	237,787.50	240,000.00
11/01/52			6,600.00	6,600.00	240,000.00
05/01/53	240,000.00	5.500%	6,600.00	246,600.00	-
<b>Total</b>	<b>3,635,000.00</b>		<b>3,845,986.61</b>	<b>7,480,986.61</b>	

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

<b>Off-Roll Assessments</b>					<b>FY 2022</b>
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2023 O&amp;M Assessment per Unit</b>	<b>FY 2023 DS Assessment per Unit</b>	<b>FY 2023 Total Assessment per Unit</b>	<b>Total Assessment per Unit</b>
SF 40'	70	\$ -	\$ 391.17	\$ 391.17	\$ -
SF 50'	104	-	\$ 488.96	488.96	-
SF 60'	32	-	\$ 586.75	586.75	-
<b>Total</b>	<b>206</b>				

# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

**RESOLUTION 2023-08**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

**1. PRIMARY ADMINISTRATIVE OFFICE.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**2. PRINCIPAL HEADQUARTERS.** The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of \_\_\_\_\_ and within Pasco County, Florida.

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

**PASSED AND ADOPTED** this 1st day of June, 2023.

ATTEST:

**WHISPERING PINES COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**11**

**RESOLUTION 2023-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

**WHEREAS**, the Board desires to adopt the Fiscal Year 2022/2023 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2022/2023 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2022/2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 1st day of June, 2023.

ATTEST:

**WHISPERING PINES COMMUNITY  
DEVELOPMENT DISTRICT**

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

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



**EXHIBIT "A"**

<b>WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>TBD</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>July __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>August __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>September __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>

# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**12**

**AGREEMENT FOR  
POND BANK MAINTENANCE SERVICES**

**THIS AGREEMENT (“Agreement”)** is made, and entered into, by and between:

**WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

**SR LANDSCAPING, LLC**, with a mailing address of 5521 Baptist Church Road, Tampa, Florida 33610 (“**Contractor**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

**WHEREAS**, the District owns, operates and maintains stormwater ponds (“**Facilities**”); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide pond bank mowing services for the Facilities, as outlined in **Exhibit A (“Services”)**; and

**WHEREAS**, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **SERVICES**. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

*Additional Work.* The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

**3. TERM.** Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

**4. COMPENSATION; PAYMENT.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

**5. CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**6. COMPLIANCE WITH LAW.** In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

**7. ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

**8. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf

of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**9. TERMINATION.** The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

**10. INSURANCE.** Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**11. INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

**12. DEFAULT; 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. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**13. ATTORNEY'S FEES.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**14. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

**15. 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 parties hereto.

**16. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed 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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

**17. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

**18. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**19. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

**20. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**").

Among other requirements and to the extent applicable by law, Contractor 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 Contractor 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 Contractor'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 Contractor, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010 (PHONE); [suitk@whhassociates.com](mailto:suitk@whhassociates.com) (EMAIL).**

**21. 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.

**22. HEADINGS.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**23. NEGOTIATIONS AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**24. LIMITATIONS ON 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 or law, 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.

**25. SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**26. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**27. CONFLICTS.** In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

**28. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

**29. E-SIGNATURE; COUNTERPARTS.** This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]



IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**WHISPERING PINES COMMUNITY  
DEVELOPMENT DISTRICT**

Brady Lefere  Digitally signed by  
Brady Lefere

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**SR LANDSCAPING, LLC**

*Jay Grimaldi*  
By: Jay Grimaldi  
Its: General Manager - Maintenance  
Date: 4-27-2023

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements

**Exhibit A: Proposal / Scope of Services**

**COMPENSATION: \$775 per month**

**MOWING** – All grass areas on the banks of the ponds identified below will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week  
NOVEMBER 1 – MARCH 1 – Once every two weeks

All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.



**Exhibit B:** Insurance Certificate with Endorsements





## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Stahl & Associates Insurance, Inc.		<b>NAMED INSURED</b> SR Landscaping, LLC DBA: Sunrise Landscape	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b> 10/01/2022	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

Certificate Holder is Additional Insured as respects to General Liability, Automobile Liability & Umbrella Liability where required by written contract or agreement. Subject to the terms, conditions and limits as specified in the policy.

Certificate Holder is an Additional Insured with respects to General Liability including ongoing and completed operations, where required by written contract or agreement. Subject to the terms, conditions and exclusions as specified in the policy.

Coverage is Primary and Non-Contributory as respects to General Liability and Automobile Liability subject to terms, conditions and exclusions as specified in the policy.

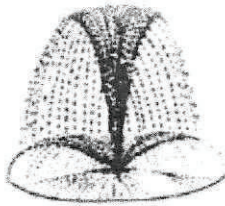
Waiver of Subrogation applies in favor of the Certificate Holder as respects to General Liability, Umbrella, Automobile Liability and Workers Compensation where required by written contract or agreement. Subject to the terms, conditions and limits as specified in the policy.

Umbrella Liability is Follow Form.

# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**13**



### Architectural Fountains, Inc

- Commercial • Residential
- Floating Fountains • Aeration Systems

2010 28th Street North • St. Petersburg, FL 33713  
 Toll Free 800-323-6068 • Phone (727) 323-6068 • Fax: (727) 323-1480

3/23/2023

WHISPERING PINES CDD  
 C/O WRATHELL, HUNT AND ASSOC, LLC  
 2300 GLADES ROAD, SUITE 410W  
 BOCA RATON, FL 33431

REFERENCE: WHISPERING PINES- ONE FOUNTAIN

**SCOPE OF WORK**

1. CLEAN SUCTION SCREENS TO REMOVE ALL TRASH AND ALGAE
2. CLEAN LIGHTS, FLOATS, AND NOZZLES
3. CHECK ALL ELECTRICAL EQUIPMENT AND RESET TIME CLOCKS IF NEEDED

COST PER SERVICE: \$175.00  
 COST PER YEAR: \$700.00

TERMS: UPON COMPLETION OF WORK

AUTHORIZED SIGNATURE:  
 JOHN J. STACK

DocuSigned by  
  
 4415A78152F487

Acceptance of contract-The above prices, specifications and conditions are satisfactory and are  
 Hereby accepted. This contract can be cancelled at any time with a written 30-day notice provided  
 by certified mail from customer or contractor. You are authorized to do the work as specified.  
 Payment will be made as outlined above.

Date of acceptance: 3-28-23

Signature: Brady Lefere

Digitally signed by  
 Brady Lefere



### CONTRACT ADDENDUM

The following provisions govern the agreement between the Whispering Pines Community Development District and Architectural Fountains, Inc. ("Agreement"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services, and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
3. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit A**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
4. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
5. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
6. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
7. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
8. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
9. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
10. **CONFLICTS.** To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

IN WITNESS WHEREOF, the parties execute the foregoing Addendum.

**ARCHITECTURAL FOUNTAINS, INC.**

DocuSigned by:



By: \_\_\_\_\_  
Its: \_\_\_\_\_  
4415A7B1542F497...  
Senior Manager

**WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT**

Brady Lefere  Digitally signed by Brady Lefere

By: **Brady Lefere**  
Its: **Chair**

**Exhibit A:** Insurance Certificate with Endorsements



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2023

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

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

<b>PRODUCER</b> Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	<b>CONTACT NAME:</b> Kevin Roof <b>PHONE (A/C, No, Ext):</b> (312) 625-5948 <b>E-MAIL ADDRESS:</b> Kevin.Roof@MarshMMA.com	<b>FAX (A/C, No):</b> (847) 440-9116	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Architectural Fountains, Inc 2010 28th Street North St. Petersburg, FL 33713	<b>INSURER A:</b> Starr Indemnity and Liability		38318
	<b>INSURER B:</b> INDEMNITY INS CO OF NORTH AMER		43575
	<b>INSURER C:</b> HDI Specialty Insurance Compan		16131
	<b>INSURER D:</b> Endurance American Insurance C		10641
	<b>INSURER E:</b> Endurance American Specialty I		41718
	<b>INSURER F:</b> CAPITOL SPECIALTY INS CORP		10328

**COVERAGES** **CERTIFICATE NUMBER:** 1810673263 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DED 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	1000025924221	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000672941221 (AOS) 1000672978221 (MA Only)	11/1/2022 11/1/2022	11/1/2023 11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0	Y	Y	XS0001135 22 CLXD5897400S EXC30026857700	11/1/2022 11/1/2022 11/1/2022	11/1/2023 11/1/2023 11/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 ADDITIONAL LAYERS \$ SEE REMARKS
A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100000482503 (AOS) 100000482601 (FL, MA)	11/1/2022 11/1/2022	11/1/2023 11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Prof Liability/Pollution Excess Pollution	Y Y	Y Y	PNV10015266701 EX20210970-02	11/4/2022 11/4/2022	11/1/2023 11/1/2023	Prof Occ/Agg \$5,000,000 Poll Occ/Agg \$5,000,000 XS Poll Occ/Agg \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 First Excess Policy (XS000113522) Limits: Each Occurrence - \$3,000,000; Aggregate - \$3,000,000  
 Second Excess Policy (CLXD5897400S) Limits: Each Occurrence - \$3,000,000; Aggregate - \$3,000,000  
 Third Excess Policy (EXC30026857700) Limits: Each Occurrence - \$2,000,000; Aggregate - \$2,000,000

RE: All work performed by the named insured on behalf of the Certificate Holder.  
 The Whispering Pines Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all See Attached...

<b>CERTIFICATE HOLDER</b>  Whispering Pines CDD C/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton FL 33431	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: SEVEISL-02

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



# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance, a Marsh & McLennan Agency LLC company		NAMED INSURED DeAngelo Contracting Services, LLC 100 North Conahan Drive Hazleton PA 18201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds, and a 30 Day Notice of Cancellation applies in favor of the Additional Insureds.

**Starr Indemnity & Liability Company**

SICA-1016 (0620)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED AUTOMATIC STATUS  
AMENDATORY ENDORSEMENT**

**Policy Number: 1000672941221**

**Effective Date: 11/01/2022**

**Named Insured: DeAngelo Contracting Services, LLC**

**This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.**

**AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

**It is hereby agreed that SECTION II — COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured of the Business Auto Coverage Form and Motor Carrier Coverage Form, and SECTION I — COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured of the Auto Dealers Coverage Form are amended to include the following:**

**Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:**

- (1) The coverage and/or limits of this policy, or**
- (2) The coverage and/or limits required by such written contract or written agreement.**

**All other terms and conditions of this Policy remain unchanged.**



**Starr Indemnity & liability Company**

**COMMERCIAL AUTO  
SICA-1017 (0919)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED  
AMENDATORY ENDORSEMENT**

**Policy Number: 1000672941221**

**Effective Date: 11/1/2022**

**Named Insured: DeAngelo Contracting Services, LLC**

**This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully\_**

**BUSINESS AUTO COVERAGE FORM**

**SECTION IV — BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c., is amended by the addition of the following:**

**The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.**

**All other terms and conditions of this Policy remain unchanged.**

POLICY NUMBER: 1000672941 221

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** DeAngelo Contracting Services, LLC

**Endorsement Effective Date:** 11/1/2022

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: 1000025924221

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Where required by written contract

**Location And Description of Completed Operations:**

Where required by written contract

**Additional Premium:**

Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II — Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER: 1000025924221

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section II — Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.





**Starr Indemnity & Liability Company**

Dallas, TX 1-866-519-2522

## Primary and Non-Contributory Condition

**Policy Number:** 1000025924221

**Effective Date:** 11/01/2022

**Named Insured:** DeAngelo Contracting Services, LLC

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

**A. SECTION IV – CONDITIONS**, condition **4. Other Insurance** is amended as follows:

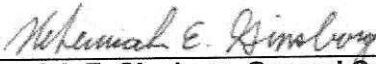
1. The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for **STARR INDEMNITY & LIABILITY COMPANY**

  
Steve Blakey, President

  
Nehemiah E. Ginsburg, General Counsel

POLICY NUMBER: 1000025924221

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Policy Number TH7-641-445982-012  
Issued by LIBERTY INSURANCE CORPORATION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Paragraph 11. of **SECTION VI – CONDITIONS** is deleted and replaced by the following:

**11. Other Insurance**

This insurance is excess over and will not share or contribute with any **other insurance** whether primary, excess, contingent or any other basis:

This insurance will not seek contribution from any **other insurance** available to an additional insured provided that:

- a. The additional insured is a Named Insured on such **other insurance**;
- b. Prior to an occurrence or offense, you have agreed in a written contract or agreement to provide the additional insured primary and noncontributory insurance. This insurance will apply solely on the basis required by such written contract or agreement and would not seek contribution from any **other insurance** available to the additional insured;
- c. **Underlying insurance** includes the person or organization as an additional insured; and
- d. **Underlying insurance** provides coverage to the person or organization on a primary and noncontributory basis.

However, this insurance is excess over any **other insurance** available to the additional insured for which it is also covered as an additional insured for the same **occurrence**, claim or **suit**.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 11/1/2022

Policy No.: 100 0004825


Endorsement No.:

Insured: De Angelo Contracting Services, LLC

Premium:

Insurance Company: Starr Indemnity & Liability Company

Countersigned by: \_\_\_\_\_

DocuSigned by:  
  
4415A7B1542F497...

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 11/1/2022

Policy No.: 100 0004826


Endorsement No.:

Insured: De Angelo Contracting Services, LLC

Premium:

Insurance Company: Starr Indemnity & Liability Company

Countersigned by: \_\_\_\_\_

DocuSigned by:  
  
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# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2023**

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 11,439	\$ -	\$ -	\$ 11,439
Investments				
Reserve	-	124,230	-	124,230
Cost of issuance	-	300	-	300
Interest	-	25,383	-	25,383
Total assets	<u>\$ 11,439</u>	<u>\$149,913</u>	<u>\$ -</u>	<u>\$ 161,352</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 9,100	\$ 195	\$ -	\$ 9,295
Due to Landowner	-	4,412	-	4,412
Landowner advance	11,438	-	-	11,438
Total liabilities	<u>20,538</u>	<u>4,607</u>	<u>-</u>	<u>25,145</u>
Fund balances:				
Restricted for:				
Debt service	-	145,306	-	145,306
Unassigned	(9,099)	-	-	(9,099)
Total fund balances	<u>(9,099)</u>	<u>145,306</u>	<u>-</u>	<u>136,207</u>
Total liabilities and fund balances	<u>\$ 11,439</u>	<u>\$149,913</u>	<u>\$ -</u>	<u>\$ 161,352</u>



**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ -	\$ 15,921	\$ 186,465	9%
Total revenues	<u>-</u>	<u>15,921</u>	<u>186,465</u>	9%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	18,000	48,000	38%
Legal	114	3,137	20,000	16%
Engineering	-	-	2,500	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	167	2,000	8%
Trustee*	-	-	9,000	0%
Telephone	16	117	200	59%
Postage	19	19	500	4%
Printing & binding	42	292	500	58%
Legal advertising	-	266	6,500	4%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	254	500	51%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>4,274</u>	<u>22,462</u>	<u>103,265</u>	22%
<b>Field operations</b>				
Field manager	-	-	1,500	0%
Landscape maintenance - pond mowing	-	-	18,200	0%
Lake/stormwater maintenance	425	850	6,500	13%
Fountains - repairs/maintenance	-	-	3,000	0%
General repairs/supplies	-	-	7,500	0%
Property insurance	-	-	1,500	0%
Property Appraisal	-	1,450	-	N/A
Utilities				
Streetlights	-	-	42,000	0%
Electric - common areas	-	-	3,000	0%
Total field operations	<u>425</u>	<u>2,300</u>	<u>83,200</u>	3%
<b>Other fees &amp; charges</b>				
Meeting Room Rental	258	258	-	N/A
Total expenditures	<u>4,957</u>	<u>25,020</u>	<u>186,465</u>	13%
Excess/(deficiency) of revenues over/(under) expenditures	(4,957)	(9,099)	-	
Fund balances - beginning	(4,142)	-	-	
Fund balances - ending	<u>\$ (9,099)</u>	<u>\$ (9,099)</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Receipts of Bond Proceeds	\$ -	\$ 447,222
Interest	311	311
Total revenues	311	447,533
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	194	193,519
Original Issue Discount	-	35,860
Underwriter's Discount	-	72,700
Total debt service	194	302,079
Excess/(deficiency) of revenues over/(under) expenditures	117	145,454
Fund balances - beginning	145,189	(148)
Fund balances - ending	\$ 145,306	\$ 145,306

**WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	6,635	6,635
Total revenues	6,635	6,635
<b>EXPENDITURES</b>		
Construction costs - Developer	3,194,413	3,194,413
Total expenditures	3,194,413	3,194,413
Excess/(deficiency) of revenues over/(under) expenditures	(3,187,778)	(3,187,778)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	3,187,778
Total other financing sources/(uses)	-	3,187,778
Net change in fund balances	(3,187,778)	-
Fund balances - beginning	3,187,778	-
Fund balances - ending	\$ -	\$ -

# **WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**DRAFT**

**MINUTES OF MEETING  
WHISPERING PINES  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Whispering Pines Community Development District held a Special Meeting on January 26, 2023, at 10:00 a.m., at the Hilton Garden Inn Tampa-Wesley Chapel, 26640 Silver Maple Pkwy., Wesley Chapel, Florida 33544.

**Present at the meeting were:**

Brady Lefere	Chair
Ray Aponte	Vice Chair
Max Law	Assistant Secretary

**Also present were:**

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Steve Sanford (via telephone)	Bond Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 10:06 a.m.

Ms. Suit stated that the Oath of Office was administered to Mr. Max Law before the meeting.

Supervisors Lefere, Aponte and Law were present. Supervisor Walters and Supervisor-Elect Diggs were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Supervisors Max Law [Seat 4] and Kat Diggs [Seat 5] (the following will be provided in a separate package)**

39 This item was addressed during the First Order of Business. Ms. Suit provided and  
40 discussed the following:

- 41 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 42 **B. Membership, Obligations and Responsibilities**
- 43 **C. Chapter 190, Florida Statutes**
- 44 **D. Financial Disclosure Forms**
  - 45 **I. Form 1: Statement of Financial Interests**
  - 46 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
  - 47 **III. Form 1F: Final Statement of Financial Interests**
- 48 **E. Form 8B: Memorandum of Voting Conflict**

49

50 **FOURTH ORDER OF BUSINESS**

51 **Consideration of Resolution 2023-10,**  
52 **Authorizing the Issuance of Not Exceeding**  
53 **\$7,000,000 Whispering Pines Community**  
54 **Development District, Special Assessment**  
55 **Bonds, Series 2023 (2023 Project) (the**  
56 **“Bonds”) to Finance Certain Public**  
57 **Infrastructure Within the 2023 Assessment**  
58 **Area Within the District; Determining the**  
59 **Need for a Negotiated Limited Offering of**  
60 **the Bonds and Providing for a Delegated**  
61 **Award of Such Bonds; Approving the**  
62 **Underwriter for the Limited Offering of the**  
63 **Bonds; Approving the Form of and**  
64 **Authorizing the Execution and Delivery of a**  
65 **Bond Purchase Contract with Respect to**  
66 **the Bonds; Authorizing the Use of that**  
67 **Certain Master Trust Indenture Previously**  
68 **Approved by the District with Respect to**  
69 **the Bonds and Approving the Form of and**  
70 **Authorizing the Execution and Delivery of a**  
71 **First Supplemental Trust Indenture**  
72 **Governing The Bonds; Approving the Form**  
73 **of and Authorizing the Distribution of a**  
74 **Preliminary Limited Offering**  
75 **Memorandum; Approving the Execution**  
76 **and Delivery of a Final Limited Offering**  
**Memorandum; Approving the Form of and**

77 **Authorizing the Execution of a Continuing**  
 78 **Disclosure Agreement, and Appointing a**  
 79 **Dissemination Agent; Approving the**  
 80 **Application of Bond Proceeds; Authorizing**  
 81 **Certain Modifications to the Assessment**  
 82 **Methodology Report and Engineer’s**  
 83 **Report; Making Certain Declarations;**  
 84 **Providing for the Registration of the Bonds**  
 85 **Pursuant to the DTC Book-Entry Only**  
 86 **System; Authorizing the Proper Officials to**  
 87 **Do All Things Deemed Necessary in**  
 88 **connection with the Issuance, Sale and**  
 89 **Delivery of the Bonds; and Providing for**  
 90 **Severability, Conflicts and an Effective**  
 91 **Date**

92  
 93 Mr. Sanford presented Resolution 2023-10. This Resolution, known as the Delegation  
 94 Resolution, accomplishes the following:

- 95 ➤ Sets forth certain parameters to sell the bonds.
- 96 ➤ Authorizes a principal amount of \$7 million special assessment bonds to finance the  
 97 2023 project.
- 98 Asked if the 2023 project is for Phases 1 and 2, Mr. Earlywine stated yes.
- 99 ➤ Approves the execution and delivery of the Bond Purchase Contract, the Master Trust  
 100 Indenture and the First Supplemental Trust Indenture.
- 101 ➤ Sets forth the sale terms of the bonds and the requirements for a successful closing.
- 102 ➤ Authorizes the Preliminary Limited Offering Memorandum used to market the bonds.
- 103 ➤ Authorizes the Continuing Disclosure Agreement, which requires the CDD and the  
 104 Developer to provide annual information and disclose certain material events.
- 105 ➤ Authorizes revisions/changes to the Engineer’s Report and the Methodology Report in  
 106 connection with the marketing/pricing of the bonds, without the need for a special meeting.

107 Mr. Sanford reviewed the parameters outlined in Section 3 of the Resolution.  
 108

109 **On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor,**  
 110 **Resolution 2023-10, Authorizing the Issuance of Not Exceeding \$7,000,000**  
 111 **Whispering Pines Community Development District, Special Assessment Bonds,**

112 Series 2023 (2023 Project) (the “Bonds”) to Finance Certain Public  
113 Infrastructure Within the 2023 Assessment Area Within the District;  
114 Determining the Need for a Negotiated Limited Offering of the Bonds and  
115 Providing for a Delegated Award of Such Bonds; Approving the Underwriter for  
116 the Limited Offering of the Bonds; Approving the Form of and Authorizing the  
117 Execution and Delivery of a Bond Purchase Contract with Respect to the Bonds;  
118 Authorizing the Use of that Certain Master Trust Indenture Previously  
119 Approved by the District with Respect to the Bonds and Approving the Form of  
120 and Authorizing the Execution and Delivery of a First Supplemental Trust  
121 Indenture Governing The Bonds; Approving the Form of and Authorizing the  
122 Distribution of a Preliminary Limited Offering Memorandum; Approving the  
123 Execution and Delivery of a Final Limited Offering Memorandum; Approving  
124 the Form of and Authorizing the Execution of a Continuing Disclosure  
125 Agreement, and Appointing a Dissemination Agent; Approving the Application  
126 of Bond Proceeds; Authorizing Certain Modifications to the Assessment  
127 Methodology Report and Engineer’s Report; Making Certain Declarations;  
128 Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry  
129 Only System; Authorizing the Proper Officials to Do All Things Deemed  
130 Necessary in connection with the Issuance, Sale and Delivery of the Bonds; and  
131 Providing for Severability, Conflicts and an Effective Date, was adopted.

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134 **FIFTH ORDER OF BUSINESS**134 **Presentation of First Supplemental  
135 Engineer’s Report**

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141 **On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the**  
142 **First Supplemental Engineer’s Report, in substantial form, was approved.**

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145 **SIXTH ORDER OF BUSINESS**145 **Presentation of Supplemental Special  
146 Assessment Methodology Report**

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148 Ms. Suit presented the Supplemental Special Assessment Methodology Report.

149 Ms. Suit stated that the Methodology Report is in line with the Master Engineer’s  
150 Report.



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**On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Supplemental Special Assessment Methodology Report, in substantial form, was approved.**

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-11, Setting Forth the Specific Terms of the District’s Special Assessment Revenue Bonds, Series 2023; Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date**

Ms. Suit presented the Resolution 2023-11 and read the title.

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**On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, Resolution 2023-11, Setting Forth the Specific Terms of the District’s Special Assessment Revenue Bonds, Series 2023; Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Forms of Issuer’s Counsel Documents**

194 Mr. Earlywine presented the following:

- 195 **A. Declaration of Consent**
- 196 **B. Notice of Special Assessments**
- 197 **C. Disclosure of Public Finance**

198

199 **On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the**  
 200 **Declaration of Consent, Notice of Special Assessments and disclosure of Public**  
 201 **Finance, all in substantial form, were approved.**

202

203

204 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-08, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date**

205

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209 This item was deferred.

210

211 **TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date**

212

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218 This item was deferred.

219

220 **ELEVENTH ORDER OF BUSINESS**

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

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222

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

224

225 **On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the**  
 226 **Unaudited Financial Statements as of December 31, 2022, were accepted.**

227

228

229 **TWELFTH ORDER OF BUSINESS**

**Approval of Minutes**

230

- 231 **A. November 30, 2022 Landowners' Meeting**

232 **B. November 30, 2022 Public Hearings and Regular Meeting**

233

234 On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the  
235 November 30, 2022 Landowners’ Meeting and November 30, 2022 Public  
236 Hearings and Regular Meeting Minutes, as presented, were approved.

237

238

239 **THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

240

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

242 **B. District Engineer (Interim): LevelUp Consulting, LLC**

243 There were no reports.

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

245 • **NEXT MEETING DATE: TBD**

246 The next meeting will be on May 24, 2023 at 10:00 a.m., at this location, if available.

247 ○ **QUORUM CHECK**

248 The Board and Staff discussed the lift station, sanitary sewer, entrance sign, property  
249 insurance and the HOA.

250

251 **FOURTEENTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

252

253 There were no Board Members’ comments or requests.

254

255 **FIFTEENTH ORDER OF BUSINESS**

**Public Comments**

256

257 No members of the public spoke.

258

259 **SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

260

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262 On MOTION by Mr. LeFere and seconded by Mr. Aponte, with all in favor, the  
263 meeting adjourned at 10:31 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**WHISPERING PINES**

**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**

**REPORTS**



**Brian E. Corley**  
**Supervisor of Elections**  
PO Box 300  
Dade City FL 33526-0300

**1-800-851-8754**  
**[www.pascovotes.gov](http://www.pascovotes.gov)**

April 26, 2023

Daphne Gillyard, Director  
Wrathell, Hunt and Associates, LLC  
2300 Glades Rd Suite 410W  
Boca Raton FL 33431

Dear Daphne Gillyard:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2023.

• Abbott Square Community Development District	85
• Avalon Park West Community Development District	193
• Heritage Pines Community Development District	2,034
• Parkview at Long Lake Ranch Community Development District	236
• PTC Community Development District	3
• Silverado Community Development District	814
• Summerstone Community Development District	347
• Towns at Woodsdale Community Development District	0
• TSR Community Development District	4,831
• Westwood of Pasco Community Development District	0
• Whispering Pines Community Development District	0
• Woodcreek Community Development District	0

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood  
Chief Administrative Officer

East Pasco - Dade City (352) 521-4302  
Central Pasco - Land O' Lakes (813) 929-2788  
West Pasco - New Port Richey (727) 847-8162