

WHISPERING PINES

COMMUNITY DEVELOPMENT

DISTRICT

March 25, 2024

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

March 18, 2024

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 March 25, 2024 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. Presentation of Second Supplemental Engineer's Report
4. Presentation of Second Supplemental Special Assessment Methodology Report
5. Consideration of Resolution 2024-28, Making Certain Findings; Approving the Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2024 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2024 Bonds; Levying and Allocating Assessments Securing Series 2024 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of A Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date
6. Consideration of Forms of Ancillary Financing Documents
 - A. Supplemental Disclosure of Public Financing
 - B. Supplemental Notice of Assessments
7. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent: *LevelUp Consulting, LLC*

ATTENDEES:

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

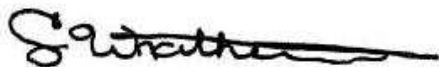
- D. Competitive Selection Criteria/Ranking
- E. Award of Contract
- 8. Consideration of SR Landscaping, LLC First Amendment to Agreement for Pond Bank Maintenance Services
- 9. Consideration of The Lake Doctors, Inc. First Amendment to Agreement for Lake Maintenance Services
- 10. Consideration of Resolution 2024-05, Designating the Location of the Local District Records Office and Providing an Effective Date
- 11. Consideration of Pond Maintenance Services
 - A. Premier Lakes Annual Management Program Agreement
 - B. Sitex Aquatics Aquatic Management Agreement
 - C. Crosscreek Environmental, Inc. Estimate #9795
- 12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *LevelUp Consulting, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 2, 2024 at 10:00 AM
 - 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	COLBIE BOSCH	<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

- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. 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

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**SECOND SUPPLEMENTAL ENGINEER’S REPORT FOR THE
WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT**

January 29, 2024

1. PURPOSE

This report supplements the District’s *Engineer’s Report*, dated September 19, 2022 (“**Master Report**”) for the purpose of describing the first phase of the District’s CIP¹ to be known as the “**2024 Project**” a/k/a “**Assessment Area Two Project**.”

2. 2024 PROJECT

The District’s 2024 Project includes the portion of the CIP that is necessary for the development of what is known as “Phase 3” (“**Assessment Area Two**”) of the District. A legal description and sketch for Assessment Area Two are shown in **Exhibit A**.

Product Mix

The table below shows the product types that will be part of the 2024 Project:

Product Types

Product Type	2024 Project Units
SF 40	34
SF 50	53
SF 60	37
TOTAL	124

List of 2024 Project Improvements

The various improvements that are part of the overall CIP – including those that are part of the 2024 Project – are described in detail in the Master Report, and those descriptions are incorporated herein. The 2024 Project includes, generally stated, the following items relating to Assessment Area Two: stormwater management, utilities, perimeter roadways/hardscape/landscape/irrigation, conservation, the differential cost of undergrounding electrical conduit, and soft costs. Also, the 2024 Project includes the development of the following off-site improvements: Lake Patience Road has been improved with an eastbound right-turn lane and a westbound left-turn lane into the project. Additional Right-of-way has been dedicated to Lake Patience Road ranging from 80’-84’ along the project boundary adjacent to the Lake Patience Road. 80’ Right-of-way has been dedicated along the east of our project for the Vision Road. An 8” Reuse main has been extended approximately 6,151 LF along Lake Patience Road to provide service to our project. A 12” Potable Water main has been extended approximately 3,738 LF along Lake Patience Road to provide service to our project.

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

Permits

The status of the applicable permits necessary for the 2024 Project is as shown below. All permits and approvals necessary for the development of the 2024 Project have been obtained or are reasonably expected to be obtained in due course.

Permit Table

Phase	Agency	Permit & Number	Date Approved/Status
	Pasco County Zoning Ordinance	RZ7250	8/24/2021
Phase 3	Pasco County PDPCPSW	RESSUB22-00057	4/5/2023
Phase 3	SWFWMD	851133	12/7/2022
Phase 3	FDEP (Water) FDEP (Wastewater)	PCU#21-123.01	1/20/2023

Estimated Costs

The table below shows the costs that are necessary for delivery of the Assessment Area Two lots for the 2024 Project, which includes the roads, utilities, and other improvements specific to Assessment Area Two as well as “master” improvements that may be outside of those phases such as offsite roads and utilities, the amenity, etc..

ESTIMATED COSTS OF DELIVERING THE ASSESSMENT AREA TWO PROJECT

Improvement	2024 Project Estimated Cost	Operation & Maintenance Entity
Stormwater Management System	\$778,360	CDD
Water, Wastewater & Reclaim Systems	\$1,584,829	County
Incremental Cost of Undergrounding of Conduit	\$200,000	CDD
Perimeter Roadways, Hardscaping, Landscaping, and Irrigation	N/A	CDD
Offsite Improvements	\$1,572,358	County
Professional Services	\$292,500	N/A
Contingency	\$44,280	As above
TOTAL	\$4,472,327	

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner’s or homeowner’s association, in which case such items would not be part of the CIP.
- c. The District may enter into an agreement with a third-party, or an applicable property owner’s or homeowner’s association, to maintain any District-owned improvements, subject to the approval of the District’s bond counsel.
- d. Impact fee credits may be available from master roadway and utility improvements. The developer and the District will enter into an acquisition agreement whereby the developer may elect to keep any such credits, provided that consideration is provided to the District in the form of improvements, land, a prepayment of debt assessments, or other consideration.

While the delivery of the 2024 Project will necessarily involve the installation of certain “master” improvements, the District’s 2024 Project is a part of the entire CIP, which functions as a system of improvements that includes the entire CIP for Whispering Pines CDD. Accordingly, the 2024 Project lots only receive a pro-rated benefit from the overall CIP based on “ERU” factors as established under the District’s assessment reports.

3. CONCLUSION

The 2024 Project will be designed in accordance with current governmental regulations and requirements. The 2024 Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the 2024 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the 2024 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2024 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the 2024 Project that is at least equal to the costs of the 2024 Project.

As described above, this report identifies the benefits from the 2024 Project to the lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District’s CIP; however, these are incidental to the District’s 2024 Project, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enable properties within its boundaries to be developed.

The 2024 Project will be owned by the District or other governmental units and such 2024 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2024 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The 2024 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the 2024 Project or the fair market value.

Please note that the 2024 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2024 Project, as used herein, refers to sufficient

public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



R. Trent Stephenson, P.E.
FL License No. 59514

Date 1/29/24

EXHIBIT A: Legal Descriptions and Sketch of 2024 Project Area a/k/a Assessment Area Two (a/k/a Phase 3)

Exhibit A

Legal Description Provided By: GeoPoint Surveying, Inc.

Description: (Per Title Commitment No. 1040537)

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-Three (23), Township Twenty-six (26) South, Range Eighteen (18) East, in Pasco County, Florida.

AND

The West 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-Three (23), Township Twenty-six (26) South, Range Eighteen (18) East, subject to all public roads or highway, over, through and across said land or any part thereof, in Pasco County, Florida.

AND

The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-Three (23), Township Twenty-Six (26) South, Range Eighteen (18) East, in Pasco County, Florida. LESS AND EXCEPT that part of land conveyed in Warranty Deed recorded in O.R. Book 1884, Page 356, O.R. Book 3088, Page 1038 and O.R. Book 10032, Page 1131, Pasco County, Florida.

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

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WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT

Final Second Supplemental
Special Assessment
Methodology Report

March 14, 2024



Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Final Second Supplemental Special Assessment Methodology Report (the "Final Second Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated November 30, 2022 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Phase Three portion of the Whispering Pines Community Development District (the "District") located in Pasco County, Florida. This Final Second Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District for Phase Three ("Assessment Area Two") (the "2024 Project").

1.2 Scope of the Final Second Supplemental Report

This Final Second Supplemental Report presents the projections for financing a portion of the 2024 Project described in the Second Supplemental Engineer's Report developed by LevelUp Consulting, LLC (the "District Engineer") dated January 29, 2024 (the "Second Supplemental Engineer's Report") which has been prepared to supplement the Master Engineer's Report (the "Master Engineer's Report" and together with the Second Supplemental Engineer's Report the "Engineer's Report") dated September 19, 2022, as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and partial funding of the 2024 Project by the District.

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the 2024 Project create special and peculiar benefits, different in kind and degree than general benefits. More specifically, the 2024 Project provides special and peculiar benefits to lands within Assessment Area Two within the District, as discussed more fully herein, as well as general benefits to the public at large and to the area within the District outside of Assessment Area Two. However, as discussed within this Final Second Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Assessment Area Two within the District.

There is no doubt that the general public and the landowners within the District but outside of Assessment Area Two will benefit from the provision of the 2024 Project. However, these benefits are only incidental since the 2024 Project is designed to provide special benefits peculiar to property within Assessment Area Two within the District. Properties outside of Assessment Area Two are not directly served by the 2024 Project and do not depend upon the 2024 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties within Assessment Area Two within the District receive compared to those lying outside of Assessment Area Two and its outside boundaries.

The 2024 Project will provide public infrastructure improvements which are all necessary in order to make a portion of the lands within Assessment Area Two within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area Two within the District to increase by more than the sum of the financed cost of the individual components of the 2024 Project. Even though the exact value of the benefits provided by the 2024 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the Final Second Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Capital Improvement Plan and the 2024 Project as determined by the District Engineer.

Section Four discusses the supplemental financing program relating to the 2024 Project.

Section Five discusses the supplemental special assessment methodology relating to the 2024 Project.

2.0 Development Program

2.1 Overview

The District serves the Whispering Pines development (the "Development" or "Whispering Pines"), a master planned, residential

development located in Pasco County, Florida. The land within the District consists of approximately 159.409 +/- acres and is generally located south of Lake Patience Road, west of Land O' Lakes Boulevard, north of State Road 54 and east of Ballastone Drive.

2.2 The Development Program

The development of Whispering Pines is anticipated to be conducted by Pulte Home Company, LLC (the "Developer"). Based upon the information provided by the Developer, the current development plan envisions a total of 330 single-family residential units developed in three (3) or more phases, with phase three consisting of a total of 124 single-family residential units (herein "Phase Three"), although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the land development plan within the District. The District previously issued its Special Assessment Bonds, Series 2023 (2023 Project) to finance a portion of the CIP relating to the first 206 single-family residential units.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs relating to the 2024 Project to be funded by the District are described by the District Engineer in the Second Supplemental Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The Capital Improvement Plan needed to serve the District is projected to consist of improvements which will serve all of the lands in the District. The CIP will consist of storm water management system, water, wastewater, & reclaim systems, incremental costs of undergrounding conduit, perimeter roadways, hardscaping, landscaping, and irrigation, and offsite improvements, along with contingencies and professional fees, all as set forth in more detail in the Engineer's Report.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the improvements will serve the entire District and all

improvements will be interrelated such that they will reinforce one another, according to the Engineer's Report, the public infrastructure improvements are projected to be constructed in three (3) or more construction phases or projects coinciding with the three (3) or more phases of land development. The 2024 Project consists of that portion of the overall CIP that is necessary for the development of land within Phase Three constituting Assessment Area Two.

The sum of all public infrastructure improvements as described in the Engineer's Report will comprise an interrelated system of improvements, which means all of the improvements comprising the overall Capital Improvement Plan, once constructed, will serve the entire District, and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the public infrastructure improvements are estimated at \$9,933,557, with the estimated costs of the 2024 Project at \$4,472,327.00. Table 2 in the *Appendix* illustrates the specific components of the public infrastructure improvements and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. In this instance, the District may acquire public infrastructure from the Developer, construct it directly, or a combination of both.

The District intends to issue Special Assessment Bonds, Series 2024 (Assessment Area Two) in the total amount of \$2,280,000 (the "Series 2024 Bonds") to fund \$1,973,737.40 in 2024 Project costs, with the balance of the 2024 Project costs anticipated to be contributed by the Developer and/or financed by future bonds.

4.2 Types of Bonds Proposed

The supplemental financing plan for the District provides for the issuance of the Series 2024 Bonds in the total amount of \$2,280,000 to finance a portion of the 2024 Project costs in the total amount of \$1,973,737.40, representing the amount of construction proceeds

generated from the issuance of the Series 2024 Bonds (such financed portion being referred to as the “2024 Project Costs”).

The Series 2024 Bonds as set forth under this supplemental financing plan are structured to be amortized in 30 annual principal installments following an approximately 1-month capitalized interest. Interest payments on the Bonds will be made every May 1 and November 1, and annual principal payments on the Series 2024 Bonds will be made on May 1.

In order to finance the 2024 Project Costs, the District would need to borrow more funds and incur indebtedness in the total amount of \$2,280,000. The difference is comprised of funding a debt service reserve, funding capitalized interest, and paying costs of issuance, including the underwriter's discount. Final sources and uses of funding for the Series 2024 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2024 Bonds provides the District with funds necessary to construct/acquire a portion of the 2024 Project outlined in Section 3.2 and described in more detail by the District Engineer in the Second Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within Assessment Area Two. The Series 2024 Bond Assessments (defined herein) – which are supported by the special benefits from the 2024 Project – will be assigned to all 124 platted lots within Assessment Area Two. General benefits accrue to areas outside of Assessment Area Two and outside of the boundaries of the District but are only incidental in nature.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 330 single-family residential units developed in three (3) or more phases, with Phase Three consisting of 34 Single-family 40' units, 53 Single-family 50' units, and 37 Single-family 60' units for a total of 124 single-family platted residential units, although unit numbers, land uses and product types may change throughout the development period.

The master public infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the product types within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all product types and all phases within the District and benefit all product types in all phases within the District as an integrated system of improvements.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of master improvements, the public infrastructure improvements are projected to be constructed in three (3) or more infrastructure construction phases or projects coinciding with the three (3) or more phases of land development. The 2024 Project consists of that portion of the overall CIP that is necessary for the development of the land within Assessment Area Two within the District that is expected to be developed as Phase Three.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the improvements.

In following the Master Report, this Final Second Supplemental Report proposes to allocate the benefit associated with the CIP to the different unit types proposed to be developed within Assessment Area Two within the District in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are to be assigned to the unit types contemplated to be developed within Assessment Area Two within the District based on the densities of development

and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the improvements which are part of the CIP less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. Additionally, the value of the units with larger lot sizes is likely to appreciate by more in terms of dollars than that of the units with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from the District's CIP.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* presents the allocation of the amount of CIP costs allocated to Phase Three to the various unit types proposed to be developed in Phase Three based on the ERU benefit allocation factors present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2024 Bonds, and the approximate costs of the portion of the 2024 Project costs allocable to Phase Three to be contributed by the Developer. With the Series 2024 Bonds funding approximately \$1,973,737.40 in costs of the 2024 Project, the Developer, by way of completing with its own funds, and/or the District, in its sole discretion, through future bonds is anticipated to fund improvements valued at an estimated cost of \$2,498,589.60 which will not be funded with proceeds of the Series 2024 Bonds. Finally, Table 6 in the *Appendix* presents the apportionment of the Series 2024 Bond Assessments and also present the annual levels of the projected annual debt service assessments per unit.

No Series 2024 Bond Assessments are allocated herein to any private amenities or other common areas planned for the development within Assessment Area Two. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly to the benefit of all platted lots in the District. As such, no Series 2024 Bond Assessments will be assigned to the amenities and common areas within Assessment Area Two.

If at any time, any portion of the Property contained in the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2024 Bond Assessments thereon), or similarly exempt entity, all future unpaid Series 2024 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

If the amenities are owned by the District, then they would be governmental property not subject to the Series 2024 Bond Assessments and would be open to the general public, subject to District rules and policies.

5.3 Assigning Series 2024 Bond Assessments

As all of the land within Assessment Area Two has been platted according to the intended final use and assigned individual parcel identification numbers by Pasco County, the Series 2024 Bond Assessments will be allocated to each platted parcel within Assessment Area Two as reflected in Table 6 in the *Appendix*. Consequently, the 124 residential units within Assessment Area Two will cumulatively be allocated a total amount of \$2,280,000 in Series 2024 Bond Assessments.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

Specifically to Assessment Area Two, the improvements which are part of the 2024 Project make the land within Assessment Area Two developable and saleable and when implemented jointly as parts of

the 2024 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors) in the *Appendix*.

The apportionment of the Series 2024 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area Two according to reasonable estimates of the special and peculiar benefits derived from the 2024 Project.

Accordingly, no parcel of property within Assessment Area Two within the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The assessment methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development and platting occurs it is possible that the number of and unit types of residential units being developed changes. The mechanism for maintaining the methodology over the changes is referred to as true-up.

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent Residential Units ("ERUs") as set forth in Table 4 in the Appendix ("Development Plan"). If at any time the lands within Assessment Area Two are to be re-platted or site plans are to be re-approved within Assessment Area Two, the re-plat or revised site plan (either, herein, "Proposed Re-Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Re-Plat results in the same amount of ERUs (and thus Series 2024 Bond Assessments) able to be imposed on the “Remaining Re-Platted Lands” (i.e., those remaining lands intended to be re-platted after the Proposed Re-Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2024 Bond Assessments to the product types being re-platted and any remaining property to be replatted in accordance with this Report, and cause the Series 2024 Bond Assessments to be recorded in the District’s Improvement Lien Book.

b. If a Proposed Re-Plat results in a greater amount of ERUs (and thus Series 2024 Bond Assessments) able to be imposed on the Remaining Re-Platted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2024 Bond Assessments for all assessed properties within Assessment Area Two, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Re-Plat results in a lower amount of ERUs (and thus Series 2024 Bond Assessments) able to be imposed on the Remaining Re-Platted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Re-Plat and other applicable lands as determined by the District Assessment Consultant to pay a “True-Up Payment” equal to the shortfall in Series 2024 Bond Assessments (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District’s Assessment Consultant, in consultation with the District Engineer and, District Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Series 2024 Bond Assessments) are able to be imposed on the Remaining Re-Platted Lands, taking into account a Proposed Re-Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the development, b) the revised, overall development plan showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Re-Platted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2024

Bond Assessments to pay debt service on the Series 2024 Bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Re-Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2024 Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures relating to the Series 2024 Bonds)).

All Series 2024 Bond Assessments levied run with the land, and such Series 2024 Bond Assessment liens include any true-up payment. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of any proposed re-plat, any unallocated Series 2024 Bond Assessment shall become due and payable and must be paid prior to the District's approval of that re-plat. Note that, in the event that the 2024 Project is not completed, certain infrastructure contributions are not made, multiple bond issuances are contemplated and not all are issued, or under certain other circumstances, the District may be required to reallocate the Series 2024 Bond Assessments.

The District's true-up review shall be limited solely to the function and the enforcement of the District's assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the applicable assessment resolution(s).

5.7 Assessment Roll

Based on the fact that the platting process is completed, the Series 2024 Bond Assessments in the total amount of \$2,280,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, the Series 2024 Bond Assessments shall be paid in thirty (30) annual installments of principal and corresponding semi-annual installments of interest for the Series 2024 Bonds.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's 2024 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Final Second Supplemental Report. For additional information on the structure of the Series 2024 Bonds and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Whispering Pines Community Development District

Development Plan

Product Type	Phase One Units	Phase Two Units	Phase 3 Units	Total Number of Units
SF 40	37	33	34	104
SF 50	53	51	53	157
SF 60	23	9	37	69
Total	113	93	124	330

Table 2

Whispering Pines Community Development District

Project Costs - 2024 Project

Improvement	Total Costs
Storm Water Management System	\$ 778,360.00
Water, Wastewater & Reclaim Systems	\$ 1,584,829.00
Incremental Cost of Undergrounding of Conduit	\$ 200,000.00
Offsite Improvements	\$ 1,572,358.00
Professional Services	\$ 292,500.00
Contingency	\$ 44,280.00
Total	\$ 4,472,327.00

Table 3

Whispering Pines

Community Development District

Final Sources and Uses of Funds

Series 2024

Sources

Bond Proceeds:

Par Amount	\$2,280,000.00
Original Issue Discount	(\$4,819.10)

Total Sources	\$2,275,180.90
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Uses

Project Fund Deposits:

Project Fund	\$1,973,737.40
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Other Fund Deposits:

Debt Service Reserve Fund	\$77,642.50
Capitalized Interest Fund	\$10,956.00

Delivery Date Expenses:

Costs of Issuance	\$212,845.00
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Total Uses	\$2,275,180.90
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Table 4

Whispering Pines Community Development District

Benefit Allocation - Phase One and Phase Two (Assessment Area One)

Product Type	Total Number of Units	ERU Weight	Total ERU	Percent of Total
SF 40	70	0.80	56.00	17.34%
SF 50	104	1.00	104.00	32.20%
SF 60	32	1.20	38.40	11.89%
Total	206		198.40	61.42%

Whispering Pines Community Development District

Benefit Allocation - Phase 3 (Assessment Area Two)

Product Type	Total Number of Units	ERU Weight	Total ERU	Percent of Total
SF 40	34	0.80	27.20	8.42%
SF 50	53	1.00	53.00	16.41%
SF 60	37	1.20	44.40	13.75%
Total	124		124.60	38.58%

Whispering Pines Community Development District

Benefit Allocation - Total

Product Type	Total Number of Units	ERU Weight	Total ERU
SF 40	104	0.80	83.20
SF 50	157	1.00	157.00
SF 60	69	1.20	82.80
Total	330		323.00

Table 5

Whispering Pines Community Development District

Cost Allocation of CIP - 2024 Project

Product Type	Cost Allocation Based on ERU Method	Cost Allocation Financed with Series 2024 Bonds	Cost Contributed by Developer
SF 40	\$ 1,262,350.36	\$ 430,864.02	\$ 831,486.34
SF 50	\$ 2,344,364.96	\$ 839,551.22	\$ 1,504,813.74
SF 60	\$ 865,611.68	\$ 703,322.16	\$ 162,289.52
Total	\$ 4,472,327.00	\$ 1,973,737.40	\$ 2,498,589.60

Table 6

Whispering Pines

Community Development District

Bond Assessment Apportionment - 2024 Project (Assessment Area Two)

Product Type	Total Number of Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
SF 40	34	\$ 430,864.02	\$ 497,720.71	\$ 14,638.84	\$ 1,060.65
SF 50	53	\$ 839,551.22	\$ 969,823.43	\$ 18,298.56	\$ 1,325.82
SF 60	37	\$ 703,322.16	\$ 812,455.86	\$ 21,958.27	\$ 1,590.98
Total	124	\$ 1,973,737.40	\$ 2,280,000.00		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes county collection costs of 2% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

Exhibit "A"

Lot #	Folio ID	Owner	Address	City State ZIP	Unit Type	Assessment
325	23-26-18-0120-00000-3250	PULTE HOME COMPANY LLC	2662 S FALKENBURG ROAD	RIVERVIEW, FL 33578	40	\$ 14,638.84
326	23-26-18-0120-00000-3260	PULTE HOME COMPANY LLC	2662 S FALKENBURG ROAD	RIVERVIEW, FL 33578	40	\$ 14,638.84
327	23-26-18-0120-00000-3270	PULTE HOME COMPANY LLC	2662 S FALKENBURG ROAD	RIVERVIEW, FL 33578	40	\$ 14,638.84
328	23-26-18-0120-00000-3280	PULTE HOME COMPANY LLC	2662 S FALKENBURG ROAD	RIVERVIEW, FL 33578	50	\$ 18,298.56
329	23-26-18-0120-00000-3290	PULTE HOME COMPANY LLC	2662 S FALKENBURG ROAD	RIVERVIEW, FL 33578	50	\$ 18,298.56
330	23-26-18-0120-00000-3300	PULTE HOME COMPANY LLC	2662 S FALKENBURG ROAD	RIVERVIEW, FL 33578	50	\$ 18,298.56
TOTAL						\$ 2,280,000.00

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-28

**SUPPLEMENTAL ASSESSMENT RESOLUTION
SERIES 2024 (ASSESSMENT AREA TWO)**

A RESOLUTION MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2024 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2024 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2024 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Whispering Pines Community Development District (“**District**”) has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) has previously adopted, after notice and public hearing, Resolution 2023-04, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2023-04, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on March 14, 2024, the District entered into a Bond Purchase Agreement whereby it agreed to sell its \$2,280,000 Whispering Pines Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two) (the “**Series 2024 Bonds**”); and

WHEREAS, pursuant to and consistent with Resolution 2023-04, the District desires to set forth the particular terms of the sale of the Series 2024 Bonds and confirm the levy of special assessments securing the Series 2024 Bonds (the “**Series 2024 Assessments**”).

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2023-04.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board of Supervisors of the Whispering Pines Community Development District hereby finds and determines as follows:

(a) On November 30, 2022, the District, after due notice and public hearing, adopted Resolution 2023-04, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Second Supplemental Engineer's Report*, dated January 29, 2024, prepared by the District Engineer, LevelUp Consulting, LLC, and attached to this Resolution as **Exhibit A** (the "**Engineer's Report**"), identifies and describes the capital improvement plan (the "**Master Project**"). The District presently intends to undertake the planning, design, acquisition, construction, and installation of infrastructure improvements for Assessment Area Two of the Master Project (the "**Series 2024 Project**") as identified and described in the Engineer's Report, and finance such Series 2024 Project in part with its Series 2024 Bonds. The Engineer's Report sets forth the costs of the Series 2024 Project as \$4,472,327. The District hereby confirms that the Series 2024 Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Series 2024 Bonds is hereby ratified.

(c) The *Final Second Supplemental Special Assessment Methodology Report*, dated March 14, 2024, attached to this Resolution as **Exhibit B** (the "**Supplemental Assessment Report**"), applies the adopted *Master Special Assessment Methodology Report*, dated November 30, 2022, and approved by Resolution 2023-04 on November 30, 2022 (the "**Master Assessment Report**"), to the Series 2024 Project and the actual terms of the Series 2024 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.

(d) Subject to the terms of Exhibit A and Exhibit B, the Series 2024 Project specially benefits certain developable acreage in the District ("**2024 Assessment Area**"), as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the Series 2024 Project financed with the Series 2024 Bonds to the specially benefitted properties within the District as set forth in Resolution 2023-04 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2024 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2024 BONDS. As provided in Resolution 2023-04, this Resolution is intended to set forth the terms of the Series 2024 Bonds and the final amount of the lien of the Series 2024 Assessments securing

those bonds. The Series 2024 Bonds, in an aggregate par amount of \$2,280,000, shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2024 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2024 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2024 Assessments securing the Series 2024 Bonds on those certain developable land within the District, as such land is described in **Exhibit B**, shall be the principal amount due on the Series 2024 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2024 ASSESSMENTS SECURING THE SERIES 2024 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2024 Assessments securing the Series 2024 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2024 Bonds. The estimated costs of collection of the Series 2024 Assessments for the Series 2024 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2024 Assessments securing the Series 2024 Bonds includes certain developable acreage within the District, as further provided in the Series 2024 Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the Series 2024 Project and reallocate the Series 2024 Assessments securing the Series 2024 Bonds in order to impose Series 2024 Assessments on the newly added and benefitted property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated February 1, 2023, and the *Second Supplemental Trust Indenture*, dated March 1, 2024, the District shall for Fiscal Year 2023/2024, begin annual collection of Series 2024 Assessments for the Series 2024 Bonds debt service payments using the methods available to it by law. Beginning with the first debt service payment on May 1, 2024, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2024 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Pasco County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2024 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2024 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2024 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS.

The terms of Resolution 2023-04 addressing True-Up Payments, as defined therein and as described in more detail in the Supplemental Assessment Report shall continue to apply in full force and effect.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2024 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District’s Improvement Lien Book. The Series 2024 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a Notice of Series 2024 Assessments securing the Series 2024 Bonds in the Official Records of Pasco County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. CONFLICTS. This Resolution is intended to supplement Resolution 2023-04, which remains in full force and effect. This Resolution and Resolution 2023-04 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

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APPROVED and **ADOPTED**, this 25th day of March, 2024.

ATTEST:

**WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Second Supplemental Engineer's Report*, dated January 29, 2024

Exhibit B: *Final Second Supplemental Special Assessment Methodology Report*, dated March 14, 2024

Exhibit C: Maturities and Coupon of Series 2024 Bonds

Exhibit D: Sources and Uses of Funds for Series 2024 Bonds

Exhibit E: Annual Debt Service Payment Due on Series 2024 Bonds

EXHIBIT A

Second Supplemental Engineer's Report, dated January 29, 2024

EXHIBIT B

Final Second Supplemental Special Assessment Methodology Report, dated March 14, 2024

EXHIBIT C
Maturities and Coupon of Series 2024 Bonds

BOND PRICING

Whispering Pines Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area Two)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2031	270,000	4.250%	4.330%	99.512
Term 2:	05/01/2044	835,000	5.200%	5.200%	100.000
Term 3:	05/01/2054	1,175,000	5.500%	5.520%	99.702
		2,280,000			

Dated Date	03/28/2024	
Delivery Date	03/28/2024	
First Coupon	05/01/2024	
Par Amount	2,280,000.00	
Original Issue Discount	-4,819.10	
Production	2,275,180.90	99.788636%
Underwriter's Discount	-45,600.00	-2.000000%
Purchase Price	2,229,580.90	97.788636%
Accrued Interest		
Net Proceeds	2,229,580.90	

EXHIBIT D

Sources and Uses of Funds for Series 2024 Bonds

SOURCES AND USES OF FUNDS

Whispering Pines Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two)

Sources:

Bond Proceeds:	
Par Amount	2,280,000.00
Original Issue Discount	-4,819.10
	<hr/>
	2,275,180.90

Uses:

Other Fund Deposits:	
Debt Service Reserve Fund (50% MADS)	77,642.50
Capitalized Interest Fund (thru 5/1/2024)	<hr/>
	10,956.00
	88,598.50
Delivery Date Expenses:	
Cost of Issuance	167,245.00
Underwriter's Discount	<hr/>
	45,600.00
	212,845.00
Other Uses of Funds:	
Construction Fund	1,973,737.40
	<hr/>
	2,275,180.90

EXHIBIT E
Annual Debt Service Payment Due on Series 2024 Bonds

BOND DEBT SERVICE

Whispering Pines Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area Two)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2024			10,956.00	10,956.00	
11/01/2024			59,760.00	59,760.00	70,716.00
05/01/2025	35,000	4.250%	59,760.00	94,760.00	
11/01/2025			59,016.25	59,016.25	153,776.25
05/01/2026	35,000	4.250%	59,016.25	94,016.25	
11/01/2026			58,272.50	58,272.50	152,288.75
05/01/2027	35,000	4.250%	58,272.50	93,272.50	
11/01/2027			57,528.75	57,528.75	150,801.25
05/01/2028	40,000	4.250%	57,528.75	97,528.75	
11/01/2028			56,678.75	56,678.75	154,207.50
05/01/2029	40,000	4.250%	56,678.75	96,678.75	
11/01/2029			55,828.75	55,828.75	152,507.50
05/01/2030	40,000	4.250%	55,828.75	95,828.75	
11/01/2030			54,978.75	54,978.75	150,807.50
05/01/2031	45,000	4.250%	54,978.75	99,978.75	
11/01/2031			54,022.50	54,022.50	154,001.25
05/01/2032	45,000	5.200%	54,022.50	99,022.50	
11/01/2032			52,852.50	52,852.50	151,875.00
05/01/2033	50,000	5.200%	52,852.50	102,852.50	
11/01/2033			51,552.50	51,552.50	154,405.00
05/01/2034	50,000	5.200%	51,552.50	101,552.50	
11/01/2034			50,252.50	50,252.50	151,805.00
05/01/2035	55,000	5.200%	50,252.50	105,252.50	
11/01/2035			48,822.50	48,822.50	154,075.00
05/01/2036	55,000	5.200%	48,822.50	103,822.50	
11/01/2036			47,392.50	47,392.50	151,215.00
05/01/2037	60,000	5.200%	47,392.50	107,392.50	
11/01/2037			45,832.50	45,832.50	153,225.00
05/01/2038	65,000	5.200%	45,832.50	110,832.50	
11/01/2038			44,142.50	44,142.50	154,975.00
05/01/2039	65,000	5.200%	44,142.50	109,142.50	
11/01/2039			42,452.50	42,452.50	151,595.00
05/01/2040	70,000	5.200%	42,452.50	112,452.50	
11/01/2040			40,632.50	40,632.50	153,085.00
05/01/2041	75,000	5.200%	40,632.50	115,632.50	
11/01/2041			38,682.50	38,682.50	154,315.00
05/01/2042	80,000	5.200%	38,682.50	118,682.50	
11/01/2042			36,602.50	36,602.50	155,285.00
05/01/2043	80,000	5.200%	36,602.50	116,602.50	
11/01/2043			34,522.50	34,522.50	151,125.00
05/01/2044	85,000	5.200%	34,522.50	119,522.50	
11/01/2044			32,312.50	32,312.50	151,835.00
05/01/2045	90,000	5.500%	32,312.50	122,312.50	
11/01/2045			29,837.50	29,837.50	152,150.00
05/01/2046	95,000	5.500%	29,837.50	124,837.50	
11/01/2046			27,225.00	27,225.00	152,062.50
05/01/2047	100,000	5.500%	27,225.00	127,225.00	
11/01/2047			24,475.00	24,475.00	151,700.00
05/01/2048	105,000	5.500%	24,475.00	129,475.00	
11/01/2048			21,587.50	21,587.50	151,062.50
05/01/2049	115,000	5.500%	21,587.50	136,587.50	
11/01/2049			18,425.00	18,425.00	155,012.50
05/01/2050	120,000	5.500%	18,425.00	138,425.00	
11/01/2050			15,125.00	15,125.00	153,550.00
05/01/2051	125,000	5.500%	15,125.00	140,125.00	

BOND DEBT SERVICE

Whispering Pines Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area Two)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2051			11,687.50	11,687.50	151,812.50
05/01/2052	135,000	5.500%	11,687.50	146,687.50	
11/01/2052			7,975.00	7,975.00	154,662.50
05/01/2053	140,000	5.500%	7,975.00	147,975.00	
11/01/2053			4,125.00	4,125.00	152,100.00
05/01/2054	150,000	5.500%	4,125.00	154,125.00	
11/01/2054					154,125.00
	2,280,000		2,376,158.50	4,656,158.50	4,656,158.50

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

6A

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

Alyssa Willson
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT

SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCE (2024 BONDS)

The Whispering Pines Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 22-41, which was enacted by the Board of County Commissioners of Pasco County, Florida on August 9, 2022, and which became effective on August 12, 2022. The District currently encompasses approximately 159.409 acres of land located entirely within the unincorporated area of Pasco County, Florida (“**County**”). The legal description of the Assessment Area Two lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. The District is governed by a five-member Board of Supervisors (“**Board**”), the members of which must be residents of the State and citizens of the United States.

For more information about the District, please visit: <http://www.whisperingpinescdd.net/>. Alternatively, please contact the District’s Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Office**”).

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management, utilities (water and sewer), offsite improvements, landscaping/lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District. To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects.

2024 Bonds & Assessments

On March 28, 2024, the District issued its \$2,280,000 Special Assessment Bonds, Series 2024 (Assessment Area Two) (“**Bonds**”) to finance a portion of its capital improvement plan known as the “Assessment Area Two Project” (“**Project**”). The Project includes, among other things, stormwater management system, water, wastewater and reclaim systems, undergrounding of conduit, perimeter roadways, hardscaping, landscaping, irrigation, and offsite improvements. The Project is estimated to cost approximately \$4,472,327 and is described in more detail in the *Engineer’s Report* dated September 19, 2022 as supplemented by the *Second Supplemental Engineer’s Report* dated January 29, 2024 (“**Engineer’s Report**”).

The Bonds are secured by special assessments (“**Assessments**”) levied and imposed on certain benefitted lands within the District. The Assessments are further described in the *Master Special Assessment Methodology Report*, dated November 30, 2022, and as supplemented by the *Final Second Supplemental Special Assessment Methodology Report*, dated March 14, 2024 (together, the “**Assessment Report**”).

Operation and Maintenance Assessments

In addition to debt service assessments, the District may also impose on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled “non-ad valorem assessments,” which would then be collected by the County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

A detailed description of all of the District’s assessments, fees and charges, as well as copies of the Engineer’s Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District’s Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Please note that changes to the District’s capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Disclosure of Public Finance has been executed to be effective as of the date of closing on the District's 2024 Bonds.

WITNESS

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Name: _____

Street Address

City, State, Zip

By: _____

Name: Brady Lefere

Title: Chairperson

By: _____

Name: _____

Street Address

City, State, Zip

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of March, 2024, by Brady Lefere, as Chairperson of Whispering Pines Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC, STATE OF

Name: _____

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

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A

Legal Description of Boundaries of Assessment Area Two

A PORTION OF TRACT B-3 AND ALL OF TRACT L-5 OF WHISPERING PINES PHASE 1 AS RECORDED IN PLAT BOOK 90, PAGES 89 THROUGH 95, AND ALL OF TRACT (L-2 OF WHISPERING PINES PHASE 2 AS RECORDED IN PLAT BOOK 92, PAGES 90 THROUGH 93, ALL OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID WHISPERING PINES PHASE 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23 AND RUN THENCE ALONG THE EAST BOUNDARY THEREOF S 00°47'36" W, A DISTANCE OF 1332.79 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE ALONG THE SOUTH BOUNDARY THEREOF N 89°49'03" W, A DISTANCE OF 1312.82 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4; THENCE ALONG THE SOUTH BOUNDARY THEREOF N 89°47'36" W, A DISTANCE OF 1312.19 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 23; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT B-4 OF OAKSTEAD PARCEL 2 AS RECORDED IN PLAT BOOK 46, PAGES 52 THROUGH 65 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 AND EAST BOUNDARY OF SAID TRACT B-4 N 00°29'21" E, A DISTANCE OF 1347.36 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID WHISPERING PINES PHASE 1 AND THE NORTHEAST OF SAID TRACT B-4 AND THE SOUTHEAST CORNER OF WOODLAKE PRESERVE AS RECORDED IN PLAT BOOK 85, PAGES 77 THROUGH 82 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID WHISPERING PINES PHASE 1 AND NORTH BOUNDARY OF THE SAID SOUTH 1/2 S 89°29'14" E, A DISTANCE OF 557.91 FEET; THENCE LEAVING SAID BOUNDARY NORTHEASTERLY, 45.88 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 06°15'32" (CHORD BEARING N 23°12'14" E, 45.86 FEET); THENCE N 26°20'00" E, A DISTANCE OF 34.03 FEET TO THE SOUTHWEST CORNER OF LOT 104 OF SAID WHISPERING PINES PHASE 1; THENCE ALONG THE SOUTH BOUNDARY THEREOF S 63°40'00" E, A DISTANCE OF 120.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MAPLE BAY LANE (TRACT R-1) PER SAID WHISPERING PINES PHASE 1; THENCE ALONG SAID RIGHT-OF-WAY LINE S 26°20'00" W, A DISTANCE OF 22.96 FEET TO THE SAID NORTH BOUNDARY OF THE SOUTH 1/2; THENCE ALONG SAID BOUNDARY S 89°29'14" E, A DISTANCE OF 55.55 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-5; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT L-5 N 26°20'00" E, A DISTANCE OF 11.11 FEET TO THE NORTHWEST CORNER OF SAID TRACT L-5; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT L-5 AND THE NORTH BOUNDARY OF TRACT L-2 OF SAID WHISPERING PINES PHASE 2 S 89°29'14" E, A DISTANCE OF 965.04 FEET; THENCE EASTERLY, 62.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET AND A CENTRAL ANGLE OF 18°25'4r (CHORD BEARING S 80°16'22" E, 62.45 FEET) TO A POINT ON THE NORTH BOUNDARY OF THE SAID SOUTH 1/2; THENCE ALONG THE SOUTH BOUNDARY OF SAID WHISPERING PINES PHASE 2 THE FOLLOWING (4) FOUR COURSES; 1) CONTINUE SOUTHEASTERLY, 43.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET AND A CENTRAL ANGLE OF 12°49'28" (CHORD BEARING S 64°38'47" E, 43.56 FEET); 2) S 58°14'03" E, A DISTANCE OF 64.77 FEET; 3) N 31°45'57" E, A DISTANCE OF 60.71 FEET TO SAID NORTH BOUNDARY OF THE SOUTH 1/2; THENCE ALONG SAID BOUNDARY 4) S 89°29'14" E, A DISTANCE OF 730.15 FEET TO THE POINT OF BEGINNING. CONTAINING 79.95 ACRES, MORE OR LESS.

EXCEPTING THEREFROM:

LAND DESCRIBED IN GENERAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3088, PAGE 1038 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID WHISPERING PINES PHASE 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23 AND RUN THENCE ALONG THE EAST BOUNDARY THEREOF S 00°47'36" W, A DISTANCE OF 1332.79 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE ALONG THE SOUTH BOUNDARY THEREOF N 89°49'03" W, A DISTANCE OF 856.62 FEET; THENCE LEAVING SAID SOUTH BOUNDARY N 00°10'57" E, A DISTANCE OF 77.49 FEET TO THE POINT OF BEGINNING; THENCE N 44°17'26" W, A DISTANCE OF 260.00 FEET; THENCE N 24°02'34" E, A DISTANCE OF 235.00 FEET; THENCE S 57°37'25" E, A DISTANCE OF 170.00 FEET; THENCE S 10°33'53" W, A DISTANCE OF 315.03 FEET TO THE POINT OF BEGINNING. CONTAINING 1.22 ACRES, MORE OR LESS

CONTAINING A NET ACREAGE OF 78.37 ACRES, MORE OR LESS.

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

6B

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

Alyssa Willson, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT'S
NOTICE OF SERIES 2024 SPECIAL ASSESSMENTS**

PLEASE TAKE NOTICE that the Board of Supervisors of the Whispering Pines Community Development District (the “**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Nos. 2022-25, 2023-04, and 2024-28 (collectively, the “**Assessment Resolutions**”), providing for, levying and setting forth the terms of non-ad valorem special assessments constituting a governmental lien on certain real property within the boundaries of the District that are specially benefitted by the improvements of the 2024 Project as described in the District’s adopted *Second Supplemental Engineer’s Report*, dated January 29, 2024, which amended and restated the *Engineer’s Report*, dated September 19, 2022 (the “**Engineer’s Report**”).

To finance the costs of the Series 2024 Project, the District issued Whispering Pines Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two), which are secured by the non-ad valorem assessments levied by the Assessment Resolutions (the “**Series 2024 Assessments**”), as described in the *Master Special Assessment Methodology Report*, dated November 30, 2022, and the *Final Second Supplemental Special Assessment Methodology Report*, dated March 14, 2024 (together, the “**2024 Assessment Report**”). The legal description of the lands on which said Series 2024 Assessments are imposed

is attached to this Notice as **Exhibit A**. Copies of the Engineer's Report and the Assessment Resolutions may be obtained by contacting the District at:

Whispering Pines Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Ph.: 561-571-0010

The Series 2024 Assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and the Series 2024 Assessments constitute and will at all relevant times in the future constitute, legal, valid and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE LIEN FOR THE SERIES 2024 ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO**

PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATIONAL PURPOSES. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND OTHER APPLICABLE LAW.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Notice has been executed as of the 25th day of March, 2024, and recorded in the Official Records of Pasco County, Florida.

**WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

Address: _____

Street _____

City, State, Zip _____

Brady Lefere
Chairperson, Board of Supervisors

Print Name: _____

Address: _____

Street _____

City, State, Zip _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of March, 2024, by Brady Lefere, Chairperson of the Board of Supervisors of the Whispering Pines Community Development District, who is [__] personally know to me or [__] has produced _____ as identification.

NOTARY STAMP

(official notary signature)
Name: _____

Exhibit A
Legal Description

A PORTION OF TRACT B-3 AND ALL OF TRACT L-5 OF WHISPERING PINES PHASE 1 AS RECORDED IN PLAT BOOK 90, PAGES 89 THROUGH 95, AND ALL OF TRACT (L-2 OF WHISPERING PINES PHASE 2 AS RECORDED IN PLAT BOOK 92, PAGES 90 THROUGH 93, ALL OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING A NET ACREAGE OF 78.37 ACRES, MORE OR LESS.

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

7A

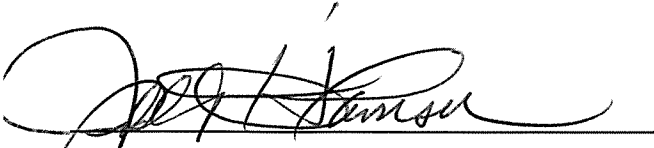
Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

} SS

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: RFQ for Engineering Services** was published in said newspaper by print in the issues of: **3/ 3/24** or by publication on the newspaper's website, if authorized, on

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



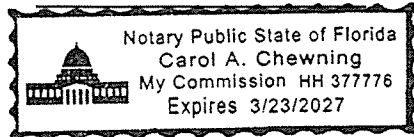
Signature Affiant

Sworn to and subscribed before me this **03/03/2024**

Signature of Notary Public

Personally known or produced identification

Type of identification produced



**REQUEST FOR QUALIFICATIONS FOR
ENGINEERING SERVICES
FOR THE WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT**

RFQ for Engineering Services

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

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

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on March 18, 2024 by email to gillyardd@whhassociates.com ("District Manager's Office").

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

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

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

03/03/2024

(333568)

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

7B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

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

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

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on March 18, 2024 by email to gillyardd@whhassociates.com (“**District Manager’s Office**”).

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

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

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

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

WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

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

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

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

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

3) Geographic Location (Weight: 20 Points)

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

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

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

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

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

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

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

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

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

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

7C



March 11, 2024

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC

Subject: Whispering Pines CDD – RFQ for Engineering Services

Dear Ms. Gillyard:

LevelUp Consulting, LLC provides Civil Engineering, Planning and Landscape Architecture services with eight Professional Engineers, ten EIs, two Landscape Architects, one Certified Planner and a staff of 40 employees.

Past performance with CDDs include: Eagle Pointe CDD and Del Webb Bayview in Manatee County, and Harvest Hills CDD and Valencia Ridge CDD in Pasco County.

LevelUp Consulting has two locations; the Tampa address is 505 E Jackson St Suite 200, Tampa FL 33602 and the Orlando address is 3101 Mguire Blvd Suite 225, Orlando, FL 32803.

Even with considerable current and projected workloads, LevelUp has the capacity to meet time and budget requirements to serve as the District's engineer. LevelUp is not a Certified Minority Business Enterprise.

If you have any questions, please do not hesitate to contact me directly. Thank you for the opportunity and I look forward to working with you.

Thank you for the opportunity to provide our services on your Project.

Sincerely,

LevelUp Consulting, LLC

R. Trent Stephenson, P.E.
President

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

Whispering Pines CDD, Pasco

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

Whispering Pines CDD

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Trent Stephenson, P.E. / President

5. NAME OF FIRM

LevelUp Consulting, LLC

6. TELEPHONE NUMBER

813-375-0616

7. FAX NUMBER

8. E-MAIL ADDRESS

trent@levelupflorida.com

C. PROPOSED TEAM

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

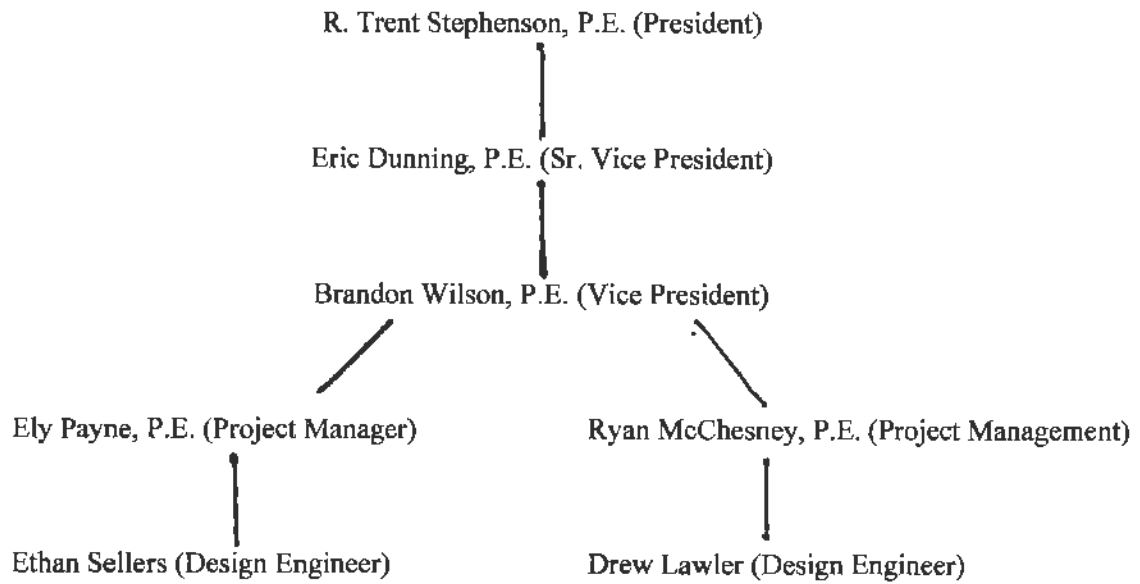
	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LevelUp Consulting, LLC <input type="checkbox"/> CHECK IF BRANCH OFFICE	505 E Jackson St, Suite 200 Tampa, Florida 33602	Civil Engineering
b.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)



LevelUp Consulting Organizational Chart



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Brandon Wilson, P.E.	13. ROLE IN THIS CONTRACT CDD Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 14	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION *(City and State)*
LevelUp Consulting, LLC - 505 E. Jackson St, Suite 200, Tampa, FL 33602

16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science in Civil Engineering University of Central Florida (May 2008)	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer in the State of Florida License No. 79423
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Eagle Pointe - Palmetto, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 1	CONSTRUCTION <i>(if applicable)</i> Ongoing
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serve as Engineer of Record for the master planned community of 1,346 units.		
<input type="checkbox"/> Check if project performed with current firm		

(1) TITLE AND LOCATION <i>(City and State)</i> Valencia Del Sol - Wimauma, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 3	CONSTRUCTION <i>(if applicable)</i> Ongoing
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serve as Engineer of Record for the master planned community of 565 units.		
<input type="checkbox"/> Check if project performed with current firm		

(1) TITLE AND LOCATION <i>(City and State)</i> Esplanade of Tampa - Tampa, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 5	CONSTRUCTION <i>(if applicable)</i> 2018
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as Project Manager for the master planned community of 345 units.		
<input type="checkbox"/> Check if project performed with current firm		

(1) TITLE AND LOCATION <i>(City and State)</i> Meadowgrove - Tampa, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2	CONSTRUCTION <i>(if applicable)</i> 2018
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as Engineer of Record for the master planned community of 150 units.		
<input type="checkbox"/> Check if project performed with current firm		

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		
<input type="checkbox"/> Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Ryan McChesney, P.E.	13. ROLE IN THIS CONTRACT CDD Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 5	b. WITH CURRENT FIRM 0.5
15. FIRM NAME AND LOCATION <i>(City and State)</i> LevelUp Consulting, LLC - 505 E. Jackson ST, Suite 200, Tampa, FL 33602			
16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science in Civil Engineering Florida Institute of Technology (May 2012)		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer in the State of Florida License No. 88645	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Eagle Pointe - Palmetto, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 1	CONSTRUCTION <i>(If applicable)</i> Ongoing
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serve as Project Manager for the master planned community of 1,346 units.	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Valencia Del Sol - Wimauma, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 3	CONSTRUCTION <i>(If applicable)</i> Ongoing
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serves as Project Manager for the master planned community of 565 units.	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Esplanade of Tampa - Tampa, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 5	CONSTRUCTION <i>(If applicable)</i> 2018
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as Project Engineer for the master planned community of 345 units.	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Meadowgrove - Tampa, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2	CONSTRUCTION <i>(If applicable)</i> 2018
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as Project Manager for the master planned community of 150 units.	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Trent Stephenson	13. ROLE IN THIS CONTRACT Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION <i>(City and State)</i> LevelUp Consulting, LLC - 505 E Jackson St Suite 200 Tampa Florida 33602			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science in Civil Engineering University of Florida (August 1998)		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> P.E. State of Florida License No 59514	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Channing Park CDD	7	2017
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
Served as CDD Engineer in the original formation from 2006-2008 and then again served as CDD Engineer from 2013-2018. Also, served as the Engineer of Record for the first two phases of Channing Park		
b. (1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Waterset CDD	3	ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
Served as CDD Engineer in the original formation from 2006		
c. (1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Eagle Ponte CDD	3	Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
Serving as CDD Engineer		
d. (1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e. (1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) Esplanade of Tampa	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Engineering	CONSTRUCTION (if applicable) 2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison	b. POINT OF CONTACT NAME Drew Miller	c. POINT OF CONTACT TELEPHONE NUMBER (813) 620-4259
--	--	---

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

A master-planned community consisting of 345-units. It is a gated community with amenities serving the community. We provided the engineering design services for this project and provided inspections for the community to turn over to the HOA.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	LevelUp Consulting, LLC	505 E. Jackson St., Suite 200 Tampa, FL 33602	Engineer of Record
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Enclave at Channing Park	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Engineering	CONSTRUCTION <i>(if applicable)</i> 2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison	b. POINT OF CONTACT NAME Drew Miller	c. POINT OF CONTACT TELEPHONE NUMBER (813) 620-4259
-------------------------------------	---	--

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

A master-planned community consisting of 188-units. It is a residential community with amenities serving the community. We provided the engineering design services for this project and provided inspections for the community to turn over to the HOA.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	LevelUp Consulting, LLC	505 E. Jackson St., Suite 200 Tampa, FL 33602	Engineer of Record
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> Meadowgrove	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Engineering	CONSTRUCTION <i>(if applicable)</i> 2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Mattamy Homes	b. POINT OF CONTACT NAME Mac McCraw	c. POINT OF CONTACT TELEPHONE NUMBER (813) 381-3838
--	---	---

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

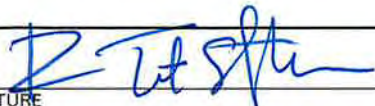
A master-planned community consisting of 150-units. It is a gated community with amenities serving the community. We provided the engineering design services for this project and provided inspections for the community to turn over to the HOA.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME LevelUp Consulting, LLC	(2) FIRM LOCATION <i>(City and State)</i> 505 E Jackson St, Suite 200 Tampa, FL 33602	(3) ROLE Engineer of Record
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

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

		I. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.
31. SIGNATURE	TRENT STEPHENSON	32. DATE 3/21/24
33. NAME AND TITLE	PRESIDENT	

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME LevelUp Consulting, LLC		3. YEAR ESTABLISHED 2018	4. DUNS NUMBER
2b. STREET 505 E Jackson St Suite 200		5. OWNERSHIP	
2c. CITY Tampa	2d. STATE FL	2e. ZIP CODE 33602	
6a. POINT OF CONTACT NAME AND TITLE Trent Stephenson, P.E. (President)		a. TYPE LLC	
6b. TELEPHONE NUMBER 813 375 0616		b. SMALL BUSINESS STATUS	
6c. E-MAIL ADDRESS trent@levelupflorida.com		7. NAME OF FIRM (If block 2a is a branch office)	
8a. FORMER FIRM NAME(S) (If any)		8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
12	Civil Engineering	11		C15	Construction Management	1
39	Landscape Architecture	3		H07	Highways & Streets	2
				P06	Planning (Site)	1
				R04	Recreational Facilities	1
				S04	Sewer Design	2
				S13	Stormwater Design	2
					Residential Community Design	2
	Other Employees					
	Total					

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	8. \$10 million to less than \$25 million	9. \$25 million to less than \$50 million	10. \$50 million or greater
c. Total Work		3. \$250,000 to less than \$500,000	4. \$500,000 to less than \$1 million	5. \$1 million to less than \$2 million	

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

7D

**Whispering Pines Community Development District
Request for Qualifications – District Engineering Services**

Competitive Selection Criteria

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

Board Member's Signature

Date

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

8

**FIRST AMENDMENT TO AGREEMENT FOR
POND BANK MAINTENANCE SERVICES**

THIS FIRST AMENDMENT (the “First Amendment”) is effective as of the _____ day of April, 2024, 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 (the “District”); and

SR Landscaping, LLC, with a mailing address of 5521 Baptist Church Road, Tampa, Florida 33610 (the “Contractor,” and collectively with the District, the “Parties”).

RECITALS

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

WHEREAS, the District and Contractor entered into that certain *Agreement for Pond Bank Maintenance Services*, dated April 27, 2023 (the “Maintenance Agreement”); and

WHEREAS, Section 15 of the Maintenance Agreement provides that the Maintenance Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the Parties now desire to amend the Maintenance Agreement to add to the Scope of Services and increase the total compensation due to the Contractor as set forth in more detail below and in the Contractor’s proposal attached hereto as **Exhibit A**; and

WHEREAS, the District and Contractor each have the requisite authority to execute this First Amendment and to perform its obligations and duties hereunder, and each of the Parties has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each of the Parties hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this First Amendment.

2. AFFIRMATION OF THE MAINTENANCE AGREEMENT. The District and Contractor agree that nothing contained herein shall alter or amend the Parties’ rights and obligations under the

Maintenance Agreement, except to the extent set forth in Section 3 of this First Amendment. The Maintenance Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Defined terms not otherwise defined herein shall have the meanings ascribed to them in the Maintenance Agreement.

3. AMENDMENT OF MAINTENANCE AGREEMENT. The Maintenance Agreement is hereby amended to provide for the additional services as set forth in the attached **Exhibit A** (hereinafter the "Additional Services"). As compensation for the Additional Services, the District agrees to pay an additional Six Thousand Eight Hundred Sixty Dollars and No Cents (\$6,860.00) per year to the Contractor payable in twelve (12) monthly installments in accordance with the terms of the Maintenance Agreement. The new total annual compensation due to the Contractor will be Sixteen Thousand One Hundred Sixty Dollars and No Cents (\$16,160.00) payable in twelve (12) monthly installments.

4. EFFECTIVE DATE. This First Amendment shall have an effective date as of the day and year first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have signed this First Amendment to the Maintenance Agreement on the day and year first written above.

ATTEST:

**WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

ATTEST:

SR LANDSCAPING, LLC

By: _____
Its: _____

By: _____
Its: _____

Exhibit A: Proposal

EXHIBIT A

PROPOSAL



Amendment

PROPOSAL SUBMITTED TO:

DATE: 3/4/2024

Whispering Pines CDD
20876 Drake Elm Dr.
Land O' Lakes, FL

Landscape Management Amendment will include:

- Remaining Ponds

Current Annual Contract:	\$9,300.00
Remaining Ponds:	\$6,860.00
Total Contract Cost:	\$16,160.00

You are hereby authorized to furnish all materials and labor required to complete the services mentioned in the above agreement, for which I/we agree to pay the amount mentioned in said agreement and according to the terms thereof.

Start services as of: 3/1/2024

CUSTOMER

ACCEPTED By:

Signature of authorized representative Title

----- Date -----
Print or type name

SUNRISE LANDSCAPE

Jay Grimaldi ----- Date 3-4-2024
Jay Grimaldi
Account Manager

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

9

**FIRST AMENDMENT TO AGREEMENT FOR
LAKE MAINTENANCE SERVICES**

THIS FIRST AMENDMENT (the “First Amendment”) is effective as of the _____ day of April, 2024, 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 (the “District”); and

The Lake Doctors, Inc., a Florida profit corporation, with a mailing address of 4651 Salisbury Road, Suite 155, Jacksonville, Florida 32256 (the “Contractor,” and collectively with the District, the “Parties”).

RECITALS

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

WHEREAS, the District and Contractor entered into that certain *Agreement for Lake Maintenance Services*, dated February 7, 2023 (the “Maintenance Agreement”); and

WHEREAS, Section 15 of the Maintenance Agreement provides that the Maintenance Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the Parties now desire to amend the Maintenance Agreement to add to the Scope of Services and increase the total compensation due to the Contractor as set forth in more detail below and in the Contractor’s proposal attached hereto as **Exhibit A**; and

WHEREAS, the District and Contractor each have the requisite authority to execute this First Amendment and to perform its obligations and duties hereunder, and each of the Parties has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each of the Parties hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this First Amendment.

2. AFFIRMATION OF THE MAINTENANCE AGREEMENT. The District and Contractor agree that nothing contained herein shall alter or amend the Parties’ rights and obligations under the

Maintenance Agreement, except to the extent set forth in Section 3 of this First Amendment. The Maintenance Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Defined terms not otherwise defined herein shall have the meanings ascribed to them in the Maintenance Agreement.

3. AMENDMENT OF MAINTENANCE AGREEMENT. The Maintenance Agreement is hereby amended to provide for the additional services as set forth in the attached **Exhibit A** (hereinafter the "Additional Services"). As compensation for the Additional Services, the District agrees to pay an additional One Hundred Eighty-Five Dollars and No Cents (\$185.00) per month to the Contractor payable in accordance with the terms of the Maintenance Agreement. The new total monthly compensation due to the Contractor will be Six Hundred Ten Dollars and No Cents (\$610.00).

4. EFFECTIVE DATE. This First Amendment shall have an effective date as of the day and year first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have signed this First Amendment to the Maintenance Agreement on the day and year first written above.

ATTEST:

**WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

ATTEST:

THE LAKE DOCTORS, INC.

By: _____
Its: _____

By: _____
Its: _____

Exhibit A: Proposal

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):

FOUR (4) pond(s) associated with WHISPERING PINES CDD in Land O Lakes, Florida

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. CUSTOMER understands that work under the Agreement is contingent upon review and approval by the Hillsborough EPC and FFWCC and that any supplemental conditions imposed by the EPC and FFWCC may not be included in the scope of this Agreement.

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

1. Underwater and Floating Vegetation Control Program	\$610.00 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	\$610.00 Monthly

Payment of \$610.00 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 **\$610.00** 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. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
- b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
- 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. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
- 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 the 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.

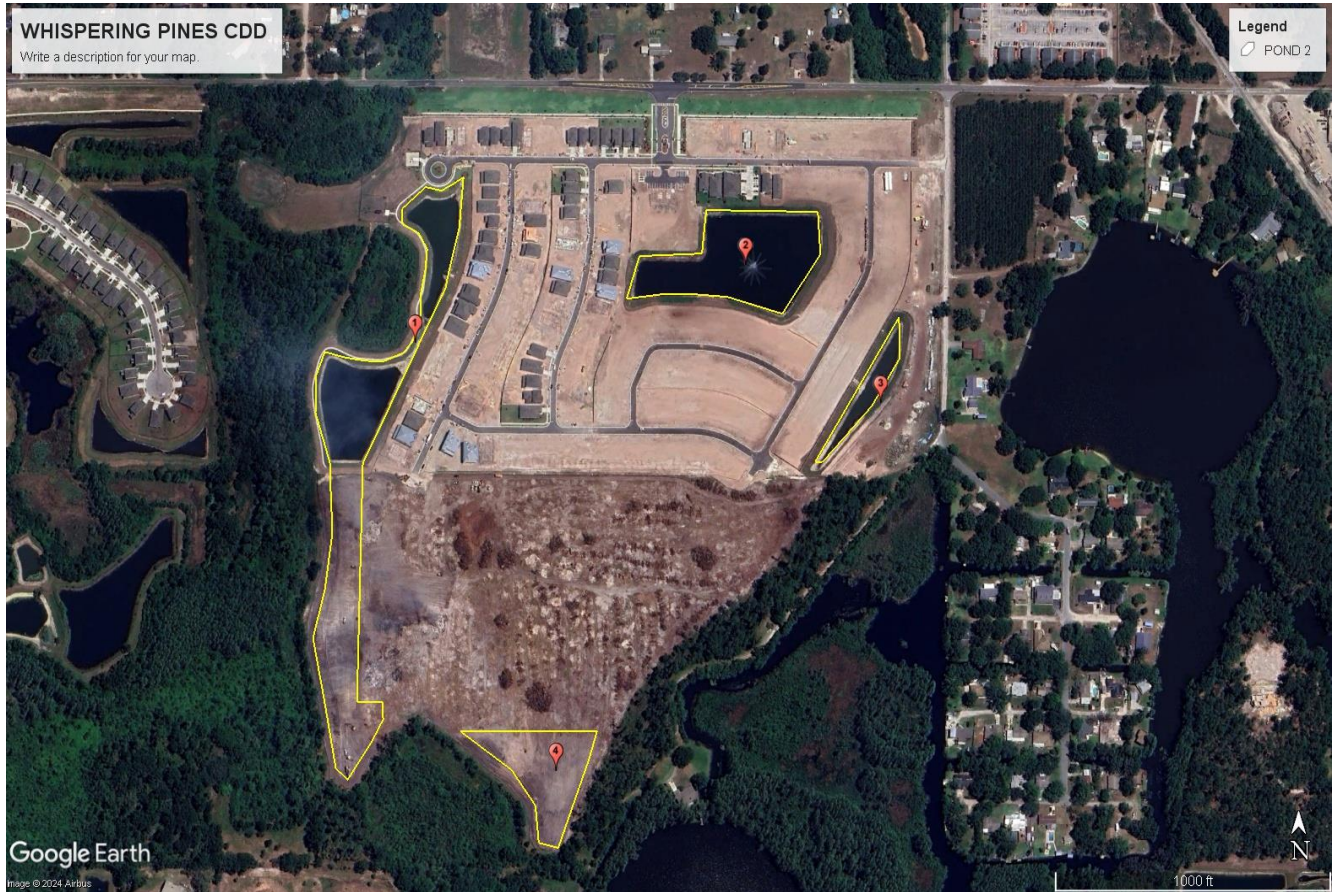
CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.

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.



WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2024-05

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE 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*, being situated within Pasco County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2024.

ATTEST:

**WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

11A



Annual Management Program Agreement

Customer Name: Whispering Pines CDD

Management Company: Wrathell, Hunt, & Associates, LLC. Kristen Suit, District Manager

Agreement Effective Date: May 1st, 2024 - April 30th, 2025

Program Description: Annual Lake Maintenance

Premier Lakes Consultant: Alex Kurth

Consultant Phone Number: 239-707-1575

This Agreement, dated **March 18th, 2024**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Whispering Pines CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **(4) four lakes consisting of approximately 9,595 linear feet and 14.46 acres.**
3. **Contract Services:** Premier Lakes will perform **(12) twelve** inspections per year of the Service Area and provide the following service as necessary.
 - a. **Aquatic Weed Control:** Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly.
 - b. **Algae Control:** Algae will be controlled by applying algaecides and adjuvants as needed.
 - c. **Shoreline Weed Control:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate up to control elevation year-round. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that



when spraying in beneficial littoral plants, minor damage to native vegetation may occur.

- d. Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately.
 - e. Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
 - f. Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
 - g. Aquatic Consultation:** Attendance to monthly board meetings when requested.
- 4. Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a three (3%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
 - 5. Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$540.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
 - 6. Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
 - 7. Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
 - 8. Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement.



If Premier Lakes commences services under this Agreement, this paragraph will not apply.

9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at P.O. Box 3483, North Fort Myers, FL 33918. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.



16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



Annual Agreement Amount: \$6,480.00

Monthly Agreement Amount: \$540.00

Invoicing Frequency: Monthly

Accepted and Approved:

Whispering Pines CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature: *Alex Kurth*

Name: Alex Kurth

Title: President

Date: 03/18/2024

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543.

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

11B

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Whispering Pines CDD hereafter called "customer"

Customer: Whispering Pines CDD
C/O: Wrathful, Hunt & Associates
Contact: Mrs. Kristen Suit
Address: 2300 Glades Rd Suite 410W Boca Raton, FL 33431
Email: suitk@whhassociates.com
Phone: 561.571.0010

Sitex agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this agreement in the following sites:

Four (4) Ponds (11 Acres) at the Whispering Pines Community located in Land O Lakes, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-Construction trash removal (see Terms) | Included |

Service shall consist of Twelve(12) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 04/01/24 thru 03/31/25 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$785.00
Total 1st year Maintenance Cost: \$9,420.00
Site-wide Trash removal as-needed: \$950.00 "in water only"

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Accepted By

Date

President, Sitex Aquatics Ilc.

Date



03/18/2024

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

Proposal good for 60 days.

"NON-CONSTRUCTION TRASH REMOVAL INCLUDES SMALL ITEMS ONLY I,E, CUPS, PLASTIC BAGS, ETC. ITEMS TOTALING NO MORE THAN A 5 GALLON BUCKET WORTH ARE INCLUDED AFTER CONSTRUCTION IS COMPLETED IN WATER ONLY"

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

11C



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221
admin@crosscreekenv.com

Estimate

Date	Estimate #
3/18/2024	9795

Name / Address
Whispering Pines CDD c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431

* Estimate is good for 30 days.

Description

Monthly stormwater pond maintenance of nuisance and exotic vegetation located within perimeter of the four (4) ponds onsite. Treatments to occur once a month for a total of twelve (12) visits per year.

Maintenance services to include the following:

- * Algae control
- * Floating vegetation control
- * Shoreline vegetation control
- * Submersed vegetation control
- * Aquatics consulting
- * Management reporting
- * Littoral shelf maintenance
- * Lifetime warranty on all erosion control work as long as Crosscreek Environmental is the onsite vendor.
- * Removal of all common trash/debris from pond perimeter

Total maintenance cost = \$490/Month (\$5,880 Annually)

If the customer is not satisfied with the aquatic service provided, and the state of the aquatic management area declines due to Crosscreek Environmental Inc. negligence, the customer has full right to cancel the service with no less than 45 days written notice to Crosscreek Environmental Inc.

Please sign and return if accepted

** All warranties exclude acts of God.
 ** A 3.5% processing fee will be added to all payments made by credit card.

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Hilton Garden Inn Tampa-Wesley Chapel, 26640 Silver Maple Parkway, Wesley Chapel, Florida 33544</i>		
<i>¹Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544</i>		
<i>²To be determined</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2023 CANCELED	Regular Meeting	10:00 AM
November 2, 2023 CANCELED	Regular Meeting	10:00 AM
December 7, 2023 CANCELED	Regular Meeting	10:00 AM
January 4, 2024 CANCELED	Regular Meeting	10:00 AM
February 1, 2024	Regular Meeting	10:00 AM
March 7, 2024	Regular Meeting	10:00 AM
March 25, 2024¹	Special Meeting	10:00 AM
April 4, 2024 CANCELED	Regular Meeting	5:00 PM
May 2, 2024¹	Regular Meeting	10:00 AM
June 6, 2024²	Regular Meeting	5:00 PM
July 4, 2024* CANCELED	Regular Meeting	5:00 PM
August 1, 2024¹	Regular Meeting	10:00 AM
September 5, 2024²	Regular Meeting	5:00 PM

***Exception/Note**

July 4, 2024 is the Independence Day holiday.