

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

May 2, 2024

BOARD OF SUPERVISORS

REGULAR 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

April 25, 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 Regular Meeting on May 2, 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. Consideration of Resolution 2024-08, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2024-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
5. Ratification Items
 - A. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement
 - B. Ratification of the Acquisition of the Whispering Pines Phase 3 Improvements
6. Consideration of Resolution 2024-05, Designating the Location of the Local District Records Office and Providing an Effective Date
7. Consideration of Resolution 2024-10, Ratifying, Confirming, and Approving the Sale of the Whispering Pines Community Development District Special Assessment Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the sale and closing of the bonds; determining such actions as being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date

ATTENDEES:

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

NOTE: Meeting Location

- 8. Acceptance of Unaudited Financial Statements as of March 31, 2024
- 9. Approval of Minutes
 - A. March 7, 2024 Regular Meeting
 - B. March 25, 2024 Special Meeting
- 10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *LevelUp Consulting, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: June 6, 2024 at 5:00 PM

- 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

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. Adjournment

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

Sincerely,



Kristen Suit
 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

3

RESOLUTION 2024-08

[FY 2025 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2025; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Whispering Pines Community Development District (“**District**”) prior to June 15, 2024, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2024

TIME: 10: 00 A.M.

LOCATION: Hampton Inn & Suites by Hilton – Tampa/Wesley Chapel
2740 Cypress Ridge Blvd.
Wesley Chapel, Florida 33544

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 2nd DAY OF MAY, 2024.

ATTEST:

**WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A

Proposed Budget

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2023	5
Amortization Schedule - Series 2023	6 - 7
Debt Service Fund Budget - Series 2024	8
Amortization Schedule - Series 2024	9 - 10
Assessment Summary	11

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 68,308				\$ 211,133
Allowable discounts (4%)	(2,732)				(8,445)
Assessment levy: on-roll - net	65,576	\$ 62,257	\$ 3,319	\$ 65,576	202,688
Assessment levy: off-roll	67,937	50,953	16,984	67,937	-
Landowner contribution	55,368	5,747	54,894	60,641	-
Total revenues	188,881	118,957	75,197	194,154	202,688
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	20,000	1,322	18,678	20,000	20,000
Engineering	5,000	-	5,000	5,000	5,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	2,000	500	1,500	2,000	2,000
EMMA software services	-	-	-	-	1,500
Trustee*	9,000	-	9,000	9,000	9,000
Telephone	200	100	100	200	200
Postage	500	141	359	500	500
Printing & binding	500	250	250	500	500
Legal advertising	2,000	963	1,037	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	6,000	5,000	1,000	6,000	6,000
Contingencies/bank charges	500	8	492	500	500
Website hosting & maintenance	1,680	-	1,680	1,680	1,680
Website ADA compliance	210	210	-	210	210
Meeting room rental	1,550	-	1,550	1,550	3,000
Tax collector	1,366	1,245	121	1,366	4,223
Total professional & administrative	104,681	33,914	70,767	104,681	110,488
Field operations					
Field Manager	-	-	-	-	-
Landscape maintenance - pond mowing	18,200	4,650	13,550	18,200	18,200
Lake/stormwater maintenance	6,500	2,870	3,630	6,500	8,000
Fountains - repairs/maintenance	3,000	4,849	5,151	10,000	3,000
General repairs/supplies	13,000	899	12,101	13,000	10,000
Property insurance	1,500	-	1,500	1,500	-
Property Appraisal	-	-	-	-	-

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
Utilities					
Streetlights	42,000	9,482	32,518	42,000	42,000
Electric - common areas	-	-	-	-	-
Electric- fountain	-	-	-	-	11,000
Total field operations	84,200	22,750	68,450	91,200	92,200
Total expenditures	188,881	56,664	139,217	195,881	202,688
Excess/(deficiency) of revenues over/(under) expenditures	-	62,293	(64,020)	(1,727)	-
Fund balance - beginning (unaudited)	133,513	1,727	64,020	1,727	-
Fund balance - ending (projected)					-
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	64,020	-	-	-
Fund balance - ending	\$ -	\$ 64,020	\$ -	\$ -	\$ -

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

EXPENDITURES

Professional & administrative

Management/accounting/recording \$ 48,000

Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal 20,000

General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering 5,000

The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit 5,500

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation* 500

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent* 2,000

The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Dissemination agent - 2nd bond series* -

EMMA softerware services 1,500

Trustee* 9,000

Telephone 200

Telephone and fax machine.

Postage 500

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 2,000

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 6,000

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 500

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 1,680

Website ADA compliance 210

Meeting room rental 3,000 3

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

EXPENDITURES (continued)

Tax collector	4,223
Field operations	
Field Manager	-
Landscape maintenance - pond mowing	18,200
Lake/stormwater maintenance	8,000
Fountains - repairs/maintenance	3,000
General repairs/supplies	10,000
Property insurance	-
Utilities	
Streetlights	42,000
Electric - common areas	-
Electric- fountain	11,000
Total expenditures	<u>\$ 202,688</u>

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Proposed Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ 146,510				\$ 263,770
Allowable discounts (4%)	(5,860)				(10,551)
Net assessment levy - on-roll	140,650	\$ 133,520	\$ 7,130	\$ 140,650	253,219
Assessment levy: off-roll	110,225	66,713	43,512	110,225	-
Interest	-	4,715	-	4,715	-
Total revenues	250,875	204,948	50,642	255,590	253,219
EXPENDITURES					
Debt service					
Principal	50,000	5,000	45,000	50,000	55,000
Interest	194,019	97,066	96,953	194,019	191,544
Tax collector	2,930	2,670	260	2,930	5,275
Total expenditures	246,949	104,736	142,213	246,949	251,819
Excess/(deficiency) of revenues over/(under) expenditures	3,926	100,212	(91,571)	8,641	1,400
Fund balance:					
Beginning fund balance (unaudited)	220,981	221,533	321,745	221,533	230,174
Ending fund balance (projected)	<u>\$224,907</u>	<u>\$321,745</u>	<u>\$ 230,174</u>	<u>\$ 230,174</u>	<u>231,574</u>
Use of fund balance:					
Debt service reserve account balance (required)					(123,972)
Interest expense - November 1, 2025					(94,534)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 13,068</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			95,771.88	95,771.88	3,585,000.00
05/01/25	55,000.00	4.500%	95,771.88	150,771.88	3,530,000.00
11/01/25			94,534.38	94,534.38	3,530,000.00
05/01/26	55,000.00	4.500%	94,534.38	149,534.38	3,475,000.00
11/01/26			93,296.88	93,296.88	3,475,000.00
05/01/27	60,000.00	4.500%	93,296.88	153,296.88	3,415,000.00
11/01/27			91,946.88	91,946.88	3,415,000.00
05/01/28	65,000.00	4.500%	91,946.88	156,946.88	3,350,000.00
11/01/28			90,484.38	90,484.38	3,350,000.00
05/01/29	65,000.00	4.500%	90,484.38	155,484.38	3,285,000.00
11/01/29			89,021.88	89,021.88	3,285,000.00
05/01/30	70,000.00	4.500%	89,021.88	159,021.88	3,215,000.00
11/01/30			87,446.88	87,446.88	3,215,000.00
05/01/31	75,000.00	5.375%	87,446.88	162,446.88	3,140,000.00
11/01/31			85,431.25	85,431.25	3,140,000.00
05/01/32	75,000.00	5.375%	85,431.25	160,431.25	3,065,000.00
11/01/32			83,415.63	83,415.63	3,065,000.00
05/01/33	80,000.00	5.375%	83,415.63	163,415.63	2,985,000.00
11/01/33			81,265.63	81,265.63	2,985,000.00
05/01/34	85,000.00	5.375%	81,265.63	166,265.63	2,900,000.00
11/01/34			78,981.25	78,981.25	2,900,000.00
05/01/35	90,000.00	5.375%	78,981.25	168,981.25	2,810,000.00
11/01/35			76,562.50	76,562.50	2,810,000.00
05/01/36	95,000.00	5.375%	76,562.50	171,562.50	2,715,000.00
11/01/36			74,009.38	74,009.38	2,715,000.00
05/01/37	100,000.00	5.375%	74,009.38	174,009.38	2,615,000.00
11/01/37			71,321.88	71,321.88	2,615,000.00
05/01/38	105,000.00	5.375%	71,321.88	176,321.88	2,510,000.00
11/01/38			68,500.00	68,500.00	2,510,000.00
05/01/39	110,000.00	5.375%	68,500.00	178,500.00	2,400,000.00
11/01/39			65,543.75	65,543.75	2,400,000.00
05/01/40	115,000.00	5.375%	65,543.75	180,543.75	2,285,000.00
11/01/40			62,453.13	62,453.13	2,285,000.00
05/01/41	125,000.00	5.375%	62,453.13	187,453.13	2,160,000.00
11/01/41			59,093.75	59,093.75	2,160,000.00
05/01/42	130,000.00	5.375%	59,093.75	189,093.75	2,030,000.00
11/01/42			55,600.00	55,600.00	2,030,000.00
05/01/43	140,000.00	5.375%	55,600.00	195,600.00	1,890,000.00
11/01/43			51,837.50	51,837.50	1,890,000.00
05/01/44	145,000.00	5.500%	51,837.50	196,837.50	1,745,000.00
11/01/44			47,850.00	47,850.00	1,745,000.00
05/01/45	155,000.00	5.500%	47,850.00	202,850.00	1,590,000.00
11/01/45			43,587.50	43,587.50	1,590,000.00

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/46	165,000.00	5.500%	43,587.50	208,587.50	1,425,000.00
11/01/46			39,050.00	39,050.00	1,425,000.00
05/01/47	170,000.00	5.500%	39,050.00	209,050.00	1,255,000.00
11/01/47			34,375.00	34,375.00	1,255,000.00
05/01/48	180,000.00	5.500%	34,375.00	214,375.00	1,075,000.00
11/01/48			29,425.00	29,425.00	1,075,000.00
05/01/49	190,000.00	5.500%	29,425.00	219,425.00	885,000.00
11/01/49			24,200.00	24,200.00	885,000.00
05/01/50	200,000.00	5.500%	24,200.00	224,200.00	685,000.00
11/01/50			18,700.00	18,700.00	685,000.00
05/01/51	215,000.00	5.500%	18,700.00	233,700.00	470,000.00
11/01/51			12,787.50	12,787.50	470,000.00
05/01/52	225,000.00	5.500%	12,787.50	237,787.50	245,000.00
11/01/52			6,600.00	6,600.00	245,000.00
05/01/53	240,000.00	5.500%	6,600.00	246,600.00	5,000.00
Total	3,580,000.00		3,626,187.50	7,206,187.50	

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Proposed Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 165,197
Allowable discounts (4%)	-				(6,608)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	158,589
Assessment levy: off-roll	-		59,760	59,760	-
Total revenues	-	-	59,760	59,760	158,589
EXPENDITURES					
Debt service					
Principal	-	-	-	-	35,000
Interest	-	-	10,956	10,956	119,520
Tax collector	-	-	-	-	3,304
Underwriter's discount		45,600	45,600	45,600	-
Cost of issuance	-	163,545	163,545	163,545	-
Total expenditures	-	209,145	220,101	220,101	157,824
Excess/(deficiency) of revenues over/(under) expenditures	-	(209,145)	(160,341)	(160,341)	765
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	306,263	306,263	306,263	-
Original issue discount	-	(4,819)	(4,819)	(4,819)	-
Total other financing sources/(uses)	-	301,444	301,444	301,444	-
Net increase/(decrease) in fund balance	-	92,299	141,103	141,103	765
Fund balance:					
Beginning fund balance (unaudited)	-	-	92,299	-	141,103
Ending fund balance (projected)	\$ -	\$ 92,299	\$ 233,402	\$ 141,103	141,868
Use of fund balance:					
Debt service reserve account balance (required)					(77,643)
Interest expense - November 1, 2025					(59,016)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 5,209</u>

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/24			59,760.00	59,760.00	7,325,000.00
05/01/25	35,000.00	4.250%	59,760.00	94,760.00	7,325,000.00
11/01/25			59,016.25	59,016.25	7,290,000.00
05/01/26	35,000.00	4.250%	59,016.25	94,016.25	7,290,000.00
11/01/26			58,272.50	58,272.50	7,255,000.00
05/01/27	35,000.00	4.250%	58,272.50	93,272.50	7,255,000.00
11/01/27			57,528.75	57,528.75	7,215,000.00
05/01/28	40,000.00	4.250%	57,528.75	97,528.75	7,215,000.00
11/01/28			56,678.75	56,678.75	7,175,000.00
05/01/29	40,000.00	4.250%	56,678.75	96,678.75	7,175,000.00
11/01/29			55,828.75	55,828.75	7,135,000.00
05/01/30	40,000.00	4.250%	55,828.75	95,828.75	7,135,000.00
11/01/30			54,978.75	54,978.75	7,090,000.00
05/01/31	45,000.00	4.250%	54,978.75	99,978.75	7,090,000.00
11/01/31			54,022.50	54,022.50	7,045,000.00
05/01/32	45,000.00	5.200%	54,022.50	99,022.50	7,045,000.00
11/01/32			52,852.50	52,852.50	6,995,000.00
05/01/33	50,000.00	5.200%	52,852.50	102,852.50	6,995,000.00
11/01/33			51,552.50	51,552.50	6,945,000.00
05/01/34	50,000.00	5.200%	51,552.50	101,552.50	6,945,000.00
11/01/34			50,252.50	50,252.50	6,890,000.00
05/01/35	55,000.00	5.200%	50,252.50	105,252.50	6,890,000.00
11/01/35			48,822.50	48,822.50	6,835,000.00
05/01/36	55,000.00	5.200%	48,822.50	103,822.50	6,835,000.00
11/01/36			47,392.50	47,392.50	6,775,000.00
05/01/37	60,000.00	5.200%	47,392.50	107,392.50	6,775,000.00
11/01/37			45,832.50	45,832.50	6,710,000.00
05/01/38	65,000.00	5.200%	45,832.50	110,832.50	6,710,000.00
11/01/38			44,142.50	44,142.50	6,645,000.00
05/01/39	65,000.00	5.200%	44,142.50	109,142.50	6,645,000.00
11/01/39			42,452.50	42,452.50	6,575,000.00
05/01/40	70,000.00	5.200%	42,452.50	112,452.50	6,575,000.00
11/01/40			40,632.50	40,632.50	6,500,000.00
05/01/41	75,000.00	5.200%	40,632.50	115,632.50	6,500,000.00
11/01/41			38,682.50	38,682.50	6,420,000.00
05/01/42	80,000.00	5.200%	38,682.50	118,682.50	6,420,000.00
11/01/42			36,602.50	36,602.50	6,340,000.00
05/01/43	80,000.00	5.200%	36,602.50	116,602.50	6,340,000.00
11/01/43			34,522.50	34,522.50	6,255,000.00
05/01/44	85,000.00	5.200%	34,522.50	119,522.50	6,255,000.00
11/01/44			32,312.50	32,312.50	6,165,000.00
05/01/45	90,000.00	5.500%	32,312.50	122,312.50	6,165,000.00
11/01/45			29,837.50	29,837.50	6,070,000.00
05/01/46	95,000.00	5.500%	29,837.50	124,837.50	6,070,000.00
11/01/46			27,225.00	27,225.00	5,970,000.00
05/01/47	100,000.00	5.500%	27,225.00	127,225.00	5,970,000.00
11/01/47			24,475.00	24,475.00	5,865,000.00
05/01/48	105,000.00	5.500%	24,475.00	129,475.00	5,865,000.00

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/48			21,587.50	21,587.50	5,750,000.00
05/01/49	115,000.00	5.500%	21,587.50	136,587.50	5,750,000.00
11/01/49			18,425.00	18,425.00	5,630,000.00
05/01/50	120,000.00	5.500%	18,425.00	138,425.00	5,630,000.00
11/01/50			15,125.00	15,125.00	5,505,000.00
05/01/51	125,000.00	5.500%	15,125.00	140,125.00	5,505,000.00
11/01/51			11,687.50	11,687.50	5,370,000.00
05/01/52	135,000.00	5.500%	11,687.50	146,687.50	5,370,000.00
11/01/52			7,975.00	7,975.00	5,370,000.00
05/01/53	140,000.00	5.500%	7,975.00	147,975.00	5,230,000.00
11/01/53			4,125.00	4,125.00	5,230,000.00
05/01/54	150,000.00	5.500%	4,125.00	154,125.00	5,080,000.00
11/01/54			-	-	5,080,000.00
Total	2,280,000.00		2,365,202.50	4,645,202.50	

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll Assessments					
					FY 2024
		FY 2025 O&M Assessment	FY 2025 DS Assessment	FY 2025 Total Assessment	Total Assessment
<u>Product/Parcel</u>	<u>Units</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>
SF 40	70	\$ 639.80	\$ 1,063.59	\$ 1,703.39	\$ 1,668.09
SF 50	104	639.80	1,329.49	1,969.29	\$ 1,933.99
SF 60	32	639.80	1,595.38	2,235.18	\$ 2,199.88
Total	206				

On-Roll Assessments					
					FY 2024
		FY 2025 O&M Assessment	FY 2025 DS Assessment	FY 2025 Total Assessment	Total Assessment
<u>Product/Parcel</u>	<u>Units</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>
SF 40	34	\$ 639.80	\$ 1,060.65	\$ 1,700.45	\$ 313.08
SF 50	53	\$ 639.80	1,325.82	1,965.62	\$ 313.08
SF 60	37	\$ 639.80	1,590.98	2,230.78	\$ 313.08
Total	124				

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 2nd day of May, 2024.

ATTEST:

**WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544 *30435 Commerce Dr. Unit 105 San Antonio, Florida 33576</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2024	Regular Meeting	10:00 AM
November 5, 2024*	Landowners' Meeting	10:15 AM
November 7, 2024	Regular Meeting	10:00 AM
December 5, 2024	Regular Meeting	10:00 AM
February 6, 2025	Regular Meeting	10:00 AM
March 6, 2025	Regular Meeting	10:00 AM
April 3, 2025	Regular Meeting	10:00 AM
May 1, 2025	Regular Meeting	10:00 AM
June 5, 2025	Regular Meeting	10:00 AM
July 3, 2025	Regular Meeting	10:00 AM
August 7, 2025	Regular Meeting	10:00 AM
September 4, 2025	Regular Meeting	10:00 AM

NOTE: There will be no meeting for the month of January.

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

5A

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Whispering Pines Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.


Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Whispering Pines Community Development District

By: 
Print: Brady Lefere
Title: Chairperson
Date: 3-20-24

Disclosure Technology Services, LLC

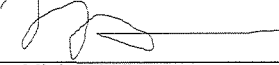
By: 
Print: Michael Klurman
Title: Vice President
Date: 03-14-24

Exhibit A – Fee Schedule

Annual License Fee:

1. Year 1 - \$2,000 at Bond Closing to be paid from issuance cost budget.
2. Fiscal Year 2024-2025 and forward, \$2500 per annum for both Series 2023 and Series 2024 Bonds.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

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

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Wrathell Hunt & Associates, 2300 Glades Road, Ste #410W, Boca Raton, FL 33431; Attention: Craig Wrathell.

LIMITATIONS ON LIABILITY. Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

5B

4/2/, 2024

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

Re: Letter Agreement for Acquisition of Offsite & Phase 3 Improvements

Dear Mr. Wrathell,


Pursuant to the *Acquisition Agreement*, dated December 12, 2022 ("**Acquisition Agreement**"), by and between the Whispering Pines Community Development District ("**District**") and Pulte Home Company, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

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

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

[signatures next page]

Agreed to by:
**WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT**


Name: Brady Lofen
Title: Chair

Sincerely,
PULTE HOME COMPANY, LLC



Name: BRAD A. ...
Title: Director of Land Development

EXHIBIT A
Description of Offsite & Phase 3 Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R-1 (Access, Drainage and Public Utility Easement), Tract F (Vision Road) and Tract PS-2 (Lift Station Public) and all “Public Utility Easements,” each as identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tracts B-1, B-2, B-3, and B-4 (Drainage, Landscape, and Open Space), Tract B-5 (Landscape and Open Space), Tract D-1 (Drainage), Tracts W-1 and W-2 (Wetland Conservation Area) and the “Drainage and Access Easements,” and all “Side Yard Drainage/Access Easements” identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Offsite Roadways – All public roads, pavement, curbing, and other physical improvements, constructed pursuant to that certain *Master Land Trade Contractor Agreement Between RIPA & Associates, LLC, and Pulte Home Company, LLC, dated April 26, 2021 (“Master Agreement”)*, and the associated *Work Order (“Work Order”), dated February 16, 2023*, issued pursuant to the *Master Agreement (together, “Contract”)*.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer’s Report*, dated September 19, 2022, as amended by that *Second Supplemental Engineer’s Report*, dated January 29, 2024.

Total for all of the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Wastewater	\$1,023,599.00	\$1,023,599.00	\$0.00	\$51,179.95
Potable Water	\$381,875.00	\$381,875.00	\$0.00	\$19,093.75
Reclaimed Water	\$250,983.00	\$250,983.00	\$0.00	\$12,549.15
Surface Water Management	\$785,565.00	\$785,565.00	\$0.00	\$39,278.25
Offsite Roadways	\$1,743,078.00	\$1,743,078.00	\$0.00	\$87,153.90
TOTAL:	\$4,185,100.00	\$4,185,100.00	\$0.00	\$209,255.00

**CORPORATE DECLARATION AND AGREEMENT
[OFFSITE & PHASE 3 IMPROVEMENTS]**


I, RAY ARAUZE, as Director of Lead Development of Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is RAY ARAUZE, and I am Director of Lead Development of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Whispering Pines Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Report*, dated September 19, 2022, as amended by that *Second Supplemental Engineer's Report*, dated January 29, 2024, ("**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

Executed this 2 day of April, 2024.

PULTE HOME COMPANY, LLC


Name: RAY APONTE
Title: Director of Land Development

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2 day of April, 2024, by Ray Aponte as Director of Land Development of Pulte Home Company, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)




NOTARY PUBLIC, STATE OF Florida

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

Exhibit A – Description of Improvements

EXHIBIT A
Description of Offsite & Phase 3 Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R-1 (Access, Drainage and Public Utility Easement), Tract F (Vision Road) and Tract PS-2 (Lift Station Public) and all “Public Utility Easements,” each as identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tracts B-1, B-2, B-3, and B-4 (Drainage, Landscape, and Open Space), Tract B-5 (Landscape and Open Space), Tract D-1 (Drainage), Tracts W-1 and W-2 (Wetland Conservation Area) and the “Drainage and Access Easements,” and all “Side Yard Drainage/Access Easements” identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Offsite Roadways – All public roads, pavement, curbing, and other physical improvements, constructed pursuant to that certain *Master Land Trade Contractor Agreement Between RIPA & Associates, LLC, and Pulte Home Company, LLC, dated April 26, 2021 (“Master Agreement”)*, and the associated *Work Order (“Work Order”), dated February 16, 2023*, issued pursuant to the *Master Agreement (together, “Contract”)*.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer’s Report*, dated September 19, 2022, as amended by that *Second Supplemental Engineer’s Report*, dated January 29, 2024.

Total for all of the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Wastewater	\$1,023,599.00	\$1,023,599.00	\$0.00	\$51,179.95
Potable Water	\$381,875.00	\$381,875.00	\$0.00	\$19,093.75
Reclaimed Water	\$250,983.00	\$250,983.00	\$0.00	\$12,549.15
Surface Water Management	\$785,565.00	\$785,565.00	\$0.00	\$39,278.25
Offsite Roadways	\$1,743,078.00	\$1,743,078.00	\$0.00	\$87,153.90
TOTAL:	\$4,185,100.00	\$4,185,100.00	\$0.00	\$209,255.00

**DISTRICT ENGINEER'S CERTIFICATE
[OFFSITE & PHASE 3 IMPROVEMENTS]**

April 4 _____, 2024

Board of Supervisors
Whispering Pines Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of LevelUp Consulting, LLC ("**District Engineer**"), as District Engineer for the Whispering Pines Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated September 19, 2022, as amended by that *Second Supplemental Engineer's Report*, dated January 29, 2024, ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

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

LEVELUP CONSULTING, LLC

Trent Stephenson

Trent Stephenson, P.E.

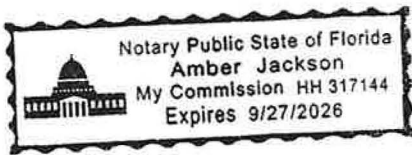
Florida Registration No. 59514

District Engineer

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4 day of April, 2024, by Trent Stephenson as President of LevelUp Consulting, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Amber Jackson

NOTARY PUBLIC, STATE OF Florida

Name: Amber Jackson

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

EXHIBIT A
Description of Offsite & Phase 3 Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R-1 (Access, Drainage and Public Utility Easement), Tract F (Vision Road) and Tract PS-2 (Lift Station Public) and all “Public Utility Easements,” each as identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tracts B-1, B-2, B-3, and B-4 (Drainage, Landscape, and Open Space), Tract B-5 (Landscape and Open Space), Tract D-1 (Drainage), Tracts W-1 and W-2 (Wetland Conservation Area) and the “Drainage and Access Easements,” and all “Side Yard Drainage/Access Easements” identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Offsite Roadways – All public roads, pavement, curbing, and other physical improvements, constructed pursuant to that certain *Master Land Trade Contractor Agreement Between RIPA & Associates, LLC, and Pulte Home Company, LLC, dated April 26, 2021 (“Master Agreement”)*, and the associated *Work Order (“Work Order”), dated February 16, 2023*, issued pursuant to the *Master Agreement (together, “Contract”)*.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer’s Report*, dated September 19, 2022, as amended by that *Second Supplemental Engineer’s Report*, dated January 29, 2024.

Total for all of the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Wastewater	\$1,023,599.00	\$1,023,599.00	\$0.00	\$51,179.95
Potable Water	\$381,875.00	\$381,875.00	\$0.00	\$19,093.75
Reclaimed Water	\$250,983.00	\$250,983.00	\$0.00	\$12,549.15
Surface Water Management	\$785,565.00	\$785,565.00	\$0.00	\$39,278.25
Offsite Roadways	\$1,743,078.00	\$1,743,078.00	\$0.00	\$87,153.90
TOTAL:	\$4,185,100.00	\$4,185,100.00	\$0.00	\$209,255.00

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[OFFSITE & PHASE 3 IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made to be effective the 28th day of MARCH, 2024, by **RIPA & Associates, LLC**, a Florida limited liability company, with an address of 1409 Tech Boulevard, Suite 1, Tampa, Florida 33619 (“**Contractor**”), in favor of the **Whispering Pines Community Development District (“District”)**, which is a local unit of special-purpose government situated in Pasco County, Florida, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Master Land Trade Contractor Agreement Between RIPA & Associates, LLC, and Pulte Home Company, LLC, dated April 26, 2021 (“Master Agreement”)*, and the associated *Work Order (“Work Order”), dated February 16, 2023*, issued pursuant to the *Master Agreement* (together, “**Contract**”) and between Contractor and Pulte Home Company, LLC, a Michigan limited liability company (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

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

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

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

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed retainage related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

[continued next page]

RIPA & ASSOCIATES, LLC

By: JOHN FLINN
Its: VICE PRESIDENT

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20 day of March, 2024, by John Flinn as Vice President of RIPA & Associates, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Sheri L. Duncan
NOTARY PUBLIC, STATE OF Florida

Name: Sheri L. Duncan
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Offsite & Phase 3 Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R-1 (Access, Drainage and Public Utility Easement), Tract F (Vision Road) and Tract PS-2 (Lift Station Public) and all “Public Utility Easements,” each as identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tracts B-1, B-2, B-3, and B-4 (Drainage, Landscape, and Open Space), Tract B-5 (Landscape and Open Space), Tract D-1 (Drainage), Tracts W-1 and W-2 (Wetland Conservation Area) and the “Drainage and Access Easements,” and all “Side Yard Drainage/Access Easements” identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Offsite Roadways – All public roads, pavement, curbing, and other physical improvements, constructed pursuant to that certain *Master Land Trade Contractor Agreement Between RIPA & Associates, LLC, and Pulte Home Company, LLC, dated April 26, 2021 (“Master Agreement”)*, and the associated *Work Order (“Work Order”), dated February 16, 2023*, issued pursuant to the *Master Agreement (together, “Contract”)*.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer’s Report*, dated September 19, 2022, as amended by that *Second Supplemental Engineer’s Report*, dated January 29, 2024.

Total for all of the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Wastewater	\$1,023,599.00	\$1,023,599.00	\$0.00	\$51,179.95
Potable Water	\$381,875.00	\$381,875.00	\$0.00	\$19,093.75
Reclaimed Water	\$250,983.00	\$250,983.00	\$0.00	\$12,549.15
Surface Water Management	\$785,565.00	\$785,565.00	\$0.00	\$39,278.25
Offsite Roadways	\$1,743,078.00	\$1,743,078.00	\$0.00	\$87,153.90
TOTAL:	\$4,185,100.00	\$4,185,100.00	\$0.00	\$209,255.00

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[PHASE 3 WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made the 4th day of April, 2024, by **LevelUp Consulting, LLC**, a Florida limited liability company, having offices located at 505 East Jackson Street, Suite 200, Tampa, Florida 33602 (**“Professional”**), in favor of the **Whispering Pines Community Development District (“District”)**, which is a local unit of special-purpose government situated in Pasco County, Florida, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain _____ (**“Contract”**) dated _____, 202__, and between Professional and Pulte Home Company, LLC, a Michigan limited liability company (**“Developer”**) has created certain work product, as described in **Exhibit A (“Work Product”)**; and

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

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

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

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

LEVELUP CONSULTING, LLC



Trent Stephenson, P.E.

Florida Registration No. 59514

District Engineer

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4 day of April, 2024, by Trent Stephenson, as President of LevelUp Consulting, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



NOTARY PUBLIC, STATE OF Florida

Name: Amber Jackson

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

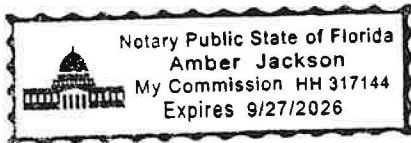


EXHIBIT A
Description of Work Product

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer’s Report*, dated September 19, 2022, as amended by that *Second Supplemental Engineer’s Report*, dated January 29, 2024.

BILL OF SALE AND LIMITED ASSIGNMENT
[OFFSITE & PHASE 3 IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 2 day of April, 2024, by and between **Pulte Home Company, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Whispering Pines Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

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

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the improvements and other property interests as described in **Exhibit A** (together, "**Property**").

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

3. This conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

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

Signed, sealed and delivered by:

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]
Name: Brady Lefen

[Signature]
Name: Ray Aponte
Title: Director of Land Development

By: [Signature]
Name: Richard Gonzalez

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 2 day of April, 2024, by Ray Aponte as Director of Land of Pulte Home Company, LLC, a Michigan limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF Florida

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

EXHIBIT A
Description of Offsite & Phase 3 Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R-1 (Access, Drainage and Public Utility Easement), Tract F (Vision Road) and Tract PS-2 (Lift Station Public) and all "Public Utility Easements," each as identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tracts B-1, B-2, B-3, and B-4 (Drainage, Landscape, and Open Space), Tract B-5 (Landscape and Open Space), Tract D-1 (Drainage), Tracts W-1 and W-2 (Wetland Conservation Area) and the "Drainage and Access Easements," and all "Side Yard Drainage/Access Easements" identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Offsite Roadways – All public roads, pavement, curbing, and other physical improvements, constructed pursuant to that certain *Master Land Trade Contractor Agreement Between RIPA & Associates, LLC, and Pulte Home Company, LLC, dated April 26, 2021 ("Master Agreement")*, and the associated *Work Order ("Work Order"), dated February 16, 2023*, issued pursuant to the *Master Agreement (together, "Contract")*.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated September 19, 2022, as amended by that *Second Supplemental Engineer's Report*, dated January 29, 2024.

Total for all of the foregoing:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Wastewater	\$1,023,599.00	\$1,023,599.00	\$0.00	\$51,179.95
Potable Water	\$381,875.00	\$381,875.00	\$0.00	\$19,093.75
Reclaimed Water	\$250,983.00	\$250,983.00	\$0.00	\$12,549.15
Surface Water Management	\$785,565.00	\$785,565.00	\$0.00	\$39,278.25
Offsite Roadways	\$1,743,078.00	\$1,743,078.00	\$0.00	\$87,153.90
TOTAL:	\$4,185,100.00	\$4,185,100.00	\$0.00	\$209,255.00

BILL OF SALE
[WHISPERING PINES PHASE 3 UTILITIES IMPROVEMENTS]

PROJECT: WHISPERING PINES PHASE 3

PCU PROJECT NO.:

PROJECT LOCATION: _____

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

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R-1 (Access, Drainage and Public Utility Easement), Tract F (Vision Road) and Tract PS-2 (Lift Station Public) and all "Public Utility Easements," each as identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

Offsite Roadways - All public roads, pavement, curbing and other physical improvements, constructed pursuant to that certain *Master Land Trade Contractor Agreement Between RIPA & Associates, LLC, and Pulte Home Company, LLC, dated April 26, 2021 ("Master Agreement")*, and the associated *Work Order ("Work Order")*, dated February 16, 2023, issued pursuant to the *Master Agreement* (together, "*Contract*").

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

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

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 2 day of April, 2024.

WITNESSES

By: [Signature]
Name: TRACY ADAMS

By: [Signature]
Name: Richard Gonzalez

WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Name: Brady Lefere
Title: Chair

STATE OF Florida
COUNTY OF marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of April, 2024, by Brady Lefere as Chair of Whispering Pines Community Development District, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

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



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

(This space reserved for Clerk)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 2 day of April, 2024, by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and **WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Pasco County, Florida, and described more particularly below ("**Property**"):

Tracts B-1, B-2, B-3, and B-4 (Drainage, Landscape, and Open Space), Tract B-5 (Landscape and Open Space), Tract D-1 (Drainage), Tracts W-1 and W-2 (Wetland Conservation Area), Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to ad valorem real property taxes and non-ad valorem assessment for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and

agreements of record. This reference to such matters of record shall not operate to re-impose the same.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

GRANTOR represents that Grantor has complied with the requirements of Section 196.295, Florida Statutes.

RESERVATION OF EASEMENT

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

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]
Name: Richard Gonzalez
Address 2662 S. Falkenberg Rd.
Street Tiwanon, FL 33578
City, State, Zip

[Signature]
Name: Ray Aponte
Title: Director of Land Development

By: [Signature]
Name: Brady Lefen
Address 2662 S. Falkenberg Rd.
Street Tiwanon, FL 33578
City, State, Zip

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 2 day of April, 2024, by Ray Aponte as Director of Land of Pulte Home Company, LLC, a Michigan limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF Florida

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

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of the 2 day of April, 2024, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Developer**" or "**Grantor**"), and **WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH:

WHEREAS, the District is responsible for the drainage system serving the community; and

WHEREAS, Developer granted easements on the certain real property located in Pasco County, Florida, more particularly described in the Plats defined herein; and

WHEREAS, for the benefit of Grantee and its landowners and residents, and consistent with the Plats, Grantor desires to further memorialize the grant to Grantee of easement rights to access and maintain the master drainage and other improvements ("**Improvements**"), located within certain easement areas identified herein; and

WHEREAS, Grantor acknowledges and agrees that the grant of easements hereunder shall not be interpreted as a grant of the Improvements, which may be done by separate bill of sale.

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Non-Exclusive Easement.** Grantor – to the extent of its rights if any - hereby grants to the District, its successors, and assigns, the following “**Easements**” on the areas (“**Easement Areas**”) identified below:

- a) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain “**Drainage and Access Easements,**” and all “**Side Yard Drainage/Access Easements,**” identified in the plat known as Whispering Pines Phase 3, recorded at Plat Book 93, Pages 22 - 28, of the Official Records of Pasco County, Florida.

3. **Inconsistent Use.** Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either Grantee or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to

such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Pasco County, Florida.

11. **Public Records.** Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. **Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. **Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]
Name: Richard Gonzalez
Address 2662 S. Falkenburg Rd.
Street Titusville, FL 32928
City, State, Zip

[Signature]
Name: RAY APARTE
Title: Director of Land Development

By: [Signature]
Name: Brady LeFem
Address 2662 S. Falkenburg Rd.
Street Titusville, FL 32928
City, State, Zip

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 2 day of April, 2024, by Ray Aparte as Director of Land of Pulte Home Company, LLC, a Michigan limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida



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

[Signatures continued on following page]

WITNESSES

WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Name: RAY AROBE
Address
2662 S. Falkenberg Rd.
Street
1 Zirconia, FL 33578
City, State, Zip

By: [Signature]
Name: Brady Lefere
Title: Chair

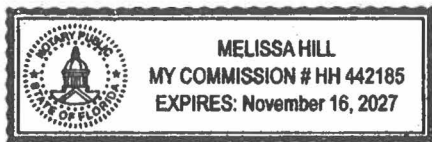
By: [Signature]
Name: Richard Beaulieu
Address
2662 S. Falkenberg Rd.
Street
1 Zirconia, FL 33578
City, State, Zip

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of April, 2024, by Brady Lefere as Chair of the Whispering Pines Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida



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

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

6

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 2500 Heart Pines Drive Odessa, Florida 33556.

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

PASSED AND ADOPTED this 2nd day of May, 2024.

ATTEST:

**WHISPERING PINES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (2024 PROJECT); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE WHISPERING PINES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (2024 PROJECT); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2024 (2024 Project), in the par amount of \$2,280,000 (“Series 2024 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2024 Bonds on March 28, 2024; and

WHEREAS, as prerequisites to the issuance of the Series 2024 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2024 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2024 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2024 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and

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

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2024 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2024 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

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

PASSED AND ADOPTED this 2nd day of May, 2024.

ATTEST:

**WHISPERING PINES COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund Series 2023	Debt Service Fund Series 2024	Capital Projects Fund	Capital Projects Fund	Total Governmental Funds
ASSETS						
Cash	\$ 94,291	\$ -	\$ -	\$ -	\$ -	\$ 94,291
Investments						
Revenue	-	241,144	-	-	-	241,144
Reserve	-	123,972	77,642	-	-	201,614
Construction	-	-	-	1,580	1,973,737	1,975,317
Cost of issuance	-	-	3,700	-	-	3,700
Interest	-	1	10,957	-	-	10,958
Prepayment	-	848	-	-	-	848
Due from Landowner	4,163	-	-	-	-	4,163
Due from general fund	-	4,015	-	-	-	4,015
Deposit	1,435	-	-	-	-	1,435
Total assets	<u>\$ 99,889</u>	<u>\$369,980</u>	<u>\$ 92,299</u>	<u>\$ 1,580</u>	<u>\$ 1,973,737</u>	<u>\$ 2,537,485</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 4,163	\$ -	\$ -	\$ -	\$ -	\$ 4,163
Due to Landowner	-	4,723	-	-	-	4,723
Due to debt service fund	4,015	-	-	-	-	4,015
Landowner advance	6,544	-	-	-	-	6,544
Total liabilities	<u>14,722</u>	<u>4,723</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,445</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	4,163	-	-	-	-	4,163
Unearned revenue	16,984	43,512	-	-	-	60,496
Total deferred inflows of resources	<u>21,147</u>	<u>43,512</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>64,659</u>
Fund balances:						
Restricted for:						
Debt service	-	321,745	92,299	-	-	414,044
Capital projects	-	-	-	1,580	1,973,737	1,975,317
Unassigned	64,020	-	-	-	-	64,020
Total fund balances	<u>64,020</u>	<u>321,745</u>	<u>92,299</u>	<u>1,580</u>	<u>1,973,737</u>	<u>2,453,381</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 99,889</u>	<u>\$369,980</u>	<u>\$ 92,299</u>	<u>\$ 1,580</u>	<u>\$ 1,973,737</u>	<u>\$ 2,537,485</u>

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 62,257	\$ 65,576	95%
Assessment levy: off-roll	-	50,953	67,937	75%
Landowner contribution	-	5,747	55,368	10%
Total revenues	<u>-</u>	<u>118,957</u>	<u>188,881</u>	63%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	973	1,322	20,000	7%
Engineering	-	-	5,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	500	2,000	25%
Trustee	-	-	9,000	0%
Telephone	16	100	200	50%
Postage	54	141	500	28%
Printing & binding	42	250	500	50%
Legal advertising	378	963	2,000	48%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	6,000	83%
Contingencies/bank charges	4	8	500	2%
Meeting room rental	-	-	1,550	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>5,550</u>	<u>32,669</u>	<u>103,315</u>	32%
Field operations				
Landscape maintenance - pond mowing	2,325	4,650	18,200	26%
Lake/stormwater maintenance	645	2,870	6,500	44%
Fountains - repairs/maintenance	735	4,849	3,000	162%
General repairs/supplies	899	899	13,000	7%
Property insurance	-	-	1,500	0%
Utilities				
Streetlights	1,605	9,482	42,000	23%
Total field operations	<u>6,209</u>	<u>22,750</u>	<u>84,200</u>	27%
Other fees & charges				
Tax collector	-	1,245	1,366	91%
Total other fees & charges	<u>-</u>	<u>1,245</u>	<u>1,366</u>	91%
Total expenditures	<u>11,759</u>	<u>56,664</u>	<u>188,881</u>	30%
Excess/(deficiency) of revenues over/(under) expenditures	(11,759)	62,293	-	
Fund balances - beginning	75,779	1,727	-	
Fund balances - ending	<u>\$ 64,020</u>	<u>\$ 64,020</u>	<u>\$ -</u>	

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 133,520	\$ 140,650	95%
Assessment levy: off-roll	66,713	66,713	110,225	61%
Interest	974	4,715	-	N/A
Total revenues	<u>67,687</u>	<u>204,948</u>	<u>250,875</u>	82%
EXPENDITURES				
Debt service				
Principal	-	-	50,000	0%
Principal prepayment	-	5,000	-	N/A
Interest	-	97,066	194,019	50%
Tax collector	-	2,670	2,930	91%
Total debt service	<u>-</u>	<u>104,736</u>	<u>246,949</u>	42%
Excess/(deficiency) of revenues over/(under) expenditures	67,687	100,212	3,926	
Fund balances - beginning	<u>254,058</u>	<u>221,533</u>	<u>220,981</u>	
Fund balances - ending	<u><u>\$ 321,745</u></u>	<u><u>\$ 321,745</u></u>	<u><u>\$ 224,907</u></u>	

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	163,545	163,545
Underwriter's discount	45,600	45,600
Total debt service	<u>209,145</u>	<u>209,145</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (209,145)	 (209,145)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	306,263	306,263
Original issue discount	(4,819)	(4,819)
Total other financing sources	<u>301,444</u>	<u>301,444</u>
 Net change in fund balances	 92,299	 92,299
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ 92,299</u>	<u>\$ 92,299</u>

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 6	\$ 38
Total revenues	6	38
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	6	38
Fund balances - beginning	1,574	1,542
Fund balances - ending	\$ 1,580	\$ 1,580

**WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2024**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ -	\$ -
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	1,973,737	1,973,737
Total other financing sources/(uses)	<u>1,973,737</u>	<u>1,973,737</u>
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ 1,973,737</u>	<u>\$ 1,973,737</u>

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT
MINUTES OF MEETING
WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Whispering Pines Community Development District held a Regular Meeting on March 7, 2024 at 10:00 a.m., at the Hilton Garden Inn - Tampa/Wesley Chapel, 26640 Silver Maple Pkwy., Wesley Chapel, Florida 33544.

Present were:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Max Law	Assistant Secretary

Also present:

Kristen Suit	District Manager
Alyssa Willson (via telephone)	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Steve Sanford (via telephone)	Bond Counsel
Colbie Bosch	Supervisor-Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 10:00 a.m. Supervisors Lefere, Aponte and Law were present. Supervisor-Appointee Bosch was present. Supervisor Diggs was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor Colbie Bosch

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Bosch. She provided and explained the following items:

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

41 **D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local**
42 **Public Officers**

43 Ms. Willson recommended saving and/or forwarding all CDD records to the District
44 Manager and separating CDD files from business and personal files. She reiterated the
45 prohibition against discussing CDD business with fellow Board Members outside of a Board
46 meeting and encouraged Ms. Bosch to contact Staff with any questions.

47
48 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2024-06,**
49 **Appointing and Removing Officers of the**
50 **District and Providing for an Effective Date**
51

52 Ms. Suit presented Resolution 2024-06. This Resolution appoints the following:

53 Assistant Secretary Colbie Bosch

54 No other nominations were made. Prior appointments by the Board for Chair; Vice
55 Chair; Secretary; Treasurer; Assistant Treasurer; and Assistant Secretaries Max Law, Kat Diggs
56 and Kristen Suit, remain unaffected by this Resolution.

57
58 **On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor,**
59 **Resolution 2024-06, Appointing and Removing Officers of the District, as noted,**
60 **and Providing for an Effective Date, was adopted.**

61
62
63 **FIFTH ORDER OF BUSINESS** **Presentation of Second Supplemental**
64 **Engineer’s Report**
65

66 Ms. Suit presented the Second Supplemental Engineer’s Report dated January 29, 2024.
67 The “2024 Project” a/k/a “Assessment Area Two Project” will include 124 project units. The
68 estimated cost estimate for the 2024 Project is \$4,472,327.

69 Ms. Willson noted that the Second Supplemental Engineer’s Report will be used for
70 marketing the bonds. No changes are anticipated; however, the final form of the Engineer’s
71 Report will be presented for approval with the Supplemental Assessment Resolution following
72 bond pricing.

73 A Board Member stated the Operation & Maintenance (O&M) entity for perimeter
74 roadways, hardscaping, landscaping and irrigation will likely be the HOA, as the CDD only
75 maintains the ponds and stormwater system. Ms. Willson stated the CDD is responsible for

76 infrastructure it owns and pays for and the HOA can maintain it subject to an Agreement
77 between the CDD and the HOA.

78

**On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the
80 Second Supplemental Engineer’s Report, dated January 29, 2024, in substantial
81 form, for use in marketing the bonds, was approved.**

82

83

84 Ms. Willson stated the District Engineer prepared the Second Supplemental Engineer’s
85 Report dated January 29, 2024 and certified that it is in conformance with the overall Master
86 Engineer’s Report. The limited scope pertains to the Assessment Area Two Project and “Phase
87 Three” for purposes of this bond issuance.

88

89 **SIXTH ORDER OF BUSINESS**

**Presentation of Second Supplemental
90 Special Assessment Methodology Report**

91

92 Ms. Suit presented the pertinent data in each Section of the Second Supplemental
93 Special Assessment Methodology Report dated March 7, 2024, which will be included in the
94 bond offering. She noted the following:

- 95 ➤ The Report relates to improvements contemplated to be provided by the CDD for Phase
- 96 Three, a/k/a “Assessment Area Two” and the “2024 Project”.
- 97 ➤ Phase Three contemplates 124 units.
- 98 ➤ The estimated Capital Improvement Plan (CIP) cost estimate for the 2024 Project is
- 99 \$4,472,327.
- 100 ➤ The CDD will issue bonds in the total estimated principal amount of \$2,265,000 to fund
- 101 an estimated \$1,931,443.75 of the 2024 Project costs.

102

**On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the
104 Second Supplemental Special Assessment Methodology Report dated March 7,
105 2024, in substantial form, for use in marketing the bonds, was approved.**

106

107

108 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-07,
109 Authorizing the Issuance of Not Exceeding
110 \$3,000,000 Whispering Pines Community
111 Development District, Special Assessment
112 Bonds, Series 2024 (Assessment Area Two)**

113 (the “Bonds”) to Finance Certain Public
114 Infrastructure Within a Designated
115 Assessment Area Referred to as
116 “Assessment Area Two” Within the
117 District; Determining the Need for a
118 Negotiated Limited Offering of the Bonds
119 and Providing for a Delegated Award of
120 Such Bonds; Approving the Underwriter for
121 the Limited Offering of the Bonds;
122 Approving the Form of and Authorizing the
123 Execution and Delivery of a Bond Purchase
124 Contract With Respect to the Bonds;
125 Authorizing the Use of that Certain Master
126 Trust Indenture Previously Approved by
127 the District With Respect to the Bonds and
128 Approving the Form of and Authorizing the
129 Execution and Delivery of a Second
130 Supplemental Trust Indenture Governing
131 the Bonds; Approving the Form of and
132 Authorizing the Distribution of a
133 Preliminary Limited Offering
134 Memorandum; Approving the Execution
135 and Delivery of a Final Limited Offering
136 Memorandum; Approving the Form of and
137 Authorizing the Execution of a Continuing
138 Disclosure Agreement, and Appointing a
139 Dissemination Agent; Approving the
140 Application of Bond Proceeds; Authorizing
141 Certain Modifications to the Assessment
142 Methodology Report and Engineer’s
143 Report; Making Certain Declarations;
144 Providing for the Registration of the Bonds
145 Pursuant to the DTC Book-Entry Only
146 System; Authorizing the Proper Officials to
147 Do All Things Deemed Necessary in
148 Connection with the Issuance, Sale and
149 Delivery of the Bonds; and Providing for
150 Severability, Conflicts and an Effective
151 Date

153 Mr. Sanford stated Resolution 2024-07, the Delegation Resolution, accomplishes the
154 following:

- 155 ➤ Sets certain parameters in connection with the sale of the bonds.
- 156 ➤ Eliminates the need for a special meeting by authorizing the Chair or Vice Chair to
157 execute the Bond Purchase Contract.

- 158 ➤ Authorizes issuance of not to exceed \$3,000,000 aggregate principal amount of bonds.
- 159 ➤ Authorizes and approves the forms of documents, including the Bond Purchase
- 160 Agreement, Continuing Disclosure Agreement and Preliminary Limited Offering Memorandum.

161 **Mr. Sanford left the meeting, after being disconnected.**

162 Ms. Willson presented Resolution 2024-07, which delegates authority for the sale of the
163 bonds.

165 **On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor,**
 166 **Resolution 2024-07, Authorizing the Issuance of Not Exceeding \$3,000,000**
 167 **Whispering Pines Community Development District, Special Assessment Bonds,**
 168 **Series 2024 (Assessment Area Two) (the “Bonds”) to Finance Certain Public**
 169 **Infrastructure Within a Designated Assessment Area Referred to as**
 170 **“Assessment Area Two” Within the District; Determining the Need for a**
 171 **Negotiated Limited Offering of the Bonds and Providing for a Delegated Award**
 172 **of Such Bonds; Approving the Underwriter for the Limited Offering of the**
 173 **Bonds; Approving the Form of and Authorizing the Execution and Delivery of a**
 174 **Bond Purchase Contract With Respect to the Bonds; Authorizing the Use of that**
 175 **Certain Master Trust Indenture Previously Approved by the District With**
 176 **Respect to the Bonds and Approving the Form of and Authorizing the Execution**
 177 **and Delivery of a Second Supplemental Trust Indenture Governing the Bonds;**
 178 **Approving the Form of and Authorizing the Distribution of a Preliminary**
 179 **Limited Offering Memorandum; Approving the Execution and Delivery of a**
 180 **Final Limited Offering Memorandum; Approving the Form of and Authorizing**
 181 **the Execution of a Continuing Disclosure Agreement, and Appointing a**
 182 **Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing**
 183 **Certain Modifications to the Assessment Methodology Report and Engineer’s**
 184 **Report; Making Certain Declarations; Providing for the Registration of the**
 185 **Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper**
 186 **Officials to Do All Things Deemed Necessary in Connection with the Issuance,**
 187 **Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an**
 188 **Effective Date, was adopted.**

191 **EIGHTH ORDER OF BUSINESS**

**Consideration of FMSbonds, Inc.,
Agreement for Underwriter Services &
Rule G-17 Disclosure Letter**

195 Ms. Suit presented the FMSbonds, Inc., Engagement Letter for Underwriter Services and
196 G-17 Disclosure Letter. The Underwriter’s fee will be 2% of the par amount of the bonds.

199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the FMSbonds, Inc., Engagement Letter for Underwriter Services and G-17 Disclosure, in an amount not-to-exceed the Underwriter’s fee of 2% of the par amount of the bonds issued, was approved.

NINTH ORDER OF BUSINESS

Consideration of Amazing Signs Proposal

Ms. Suit presented the Amazing Signs proposal.

The consensus was that Mr. Law will determine the quantity of signs and forward a map, with Ms. Suit designating the locations in which signs are to be installed.

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the Amazing Signs Proposal and installation of eight signs, was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of January 31, 2024

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Unaudited Financial Statements as of January 31, 2024, were accepted.

TWELFTH ORDER OF BUSINESS

Approval of February 1, 2024 Regular Meeting and Audit Committee Meeting Minutes

On MOTION by Mr. Aponte and seconded by Mr. Law, with all in favor, the February 1, 2024 Regular Meeting and Audit Committee Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer (Interim): LevelUp Consulting, LLC**

242 There were no District Counsel or District Engineer reports.

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

244 ○ **NEXT MEETING DATE: April 4, 2024 at 5:00 PM**

245 ○ **QUORUM CHECK**

246 The next meeting will be held on March 25, 2024 at 10:00 a.m., at a location to be
247 determined. Supervisors Lefere, Aponte and Law confirmed their attendance at the March 25,
248 2024 meeting.

249 The April 4, 2024 meeting will be canceled.

250

251 **FOURTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

252

253 Discussion ensued regarding the Phase Three turnover. Ms. Suit stated that Ms. John
254 drafted agreements for mowing and pond maintenance.

255 Ms. Willson will email a conveyance package. It was noted that County approval is
256 pending.

257

258 **FIFTEENTH ORDER OF BUSINESS**

Public Comments

259

260 No members of the public spoke.

261

262 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

263

264

265 **On MOTION by Mr. LeFere and seconded by Mr. Aponte, with all in favor, the**
266 **meeting adjourned at 10:30 a.m.**

267

268

269

270

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

271
272
273
274
275
276

Secretary/Assistant Secretary

Chair/Vice Chair

WHISPERING PINES

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT
MINUTES OF MEETING
WHISPERING PINES
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Whispering Pines Community Development District held 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.

Present were:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Colbie Bosch	Assistant Secretary

Also present:

Kristen Suit	District Manager
Alyssa Willson (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 10:00 a.m. Supervisors Lefere, Aponte and Bosch were present. Supervisors Diggs and Law were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Presentation of Second Supplemental Engineer's Report

Ms. Suit presented the Second Supplemental Engineer's Report dated January 29, 2024, which was presented at the last meeting. She noted that the 2024 Project will include 124 total units. The estimated cost estimate for the 2024 Project is \$4,472,327.

Ms. Willson believes that no substantial changes were made since the Report was last presented.

FOURTH ORDER OF BUSINESS

Presentation of Second Supplemental Special Assessment Methodology Report

41 Ms. Willson noted that, aside from the final pricing information and some minor
42 comments from the various financial professionals, no substantive changes have been made
43 since the Report was last presented.

44

45 **FIFTH ORDER OF BUSINESS**

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

61
62 Ms. Suit presented Resolution 2024-28 and read the title.

63

64 **On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor,**
65 **Resolution 2024-28, Making Certain Findings; Approving the Engineer’s Report**
66 **and Supplemental Assessment Report; Setting Forth the Terms of the Series**
67 **2024 Bonds; Confirming the Maximum Assessment Lien Securing the Series**
68 **2024 Bonds; Levying and Allocating Assessments Securing Series 2024 Bonds;**
69 **Addressing Collection of the Same; Providing for the Application of True-Up**
70 **Payments; Providing for a Supplement to the Improvement Lien Book;**
71 **Providing for the Recording of A Notice of Special Assessments; and Providing**
72 **for Conflicts, Severability, and an Effective Date, was adopted.**

73

74

75 **SIXTH ORDER OF BUSINESS**

Consideration of Forms of Ancillary Financing Documents

76

77

78 Ms. Willson presented the following:

79 **A. Supplemental Disclosure of Public Financing**

80 **B. Supplemental Notice of Assessments**

81

82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121

On MOTION by Mr. Lefere, and seconded by Mr. Aponte with all in favor, the Supplemental Disclosure of Public Financing and the Supplemental Notice of Assessments, were approved.

SEVENTH ORDER OF BUSINESS

Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services

- A. Affidavit of Publication**
- B. RFQ Package**
- C. Respondent(s): LevelUp Consulting, LLC**
- D. Competitive Selection Criteria/Ranking**

These items were included for informational purposes.

Ms. Suit noted that the only respondent to the RFQ was LevelUp Consulting, LLC (LevelUp), who is already serving as the Interim District Engineer. If the Board finds that LevelUp meets all the requirements of the RFQ/Selection Criteria, LevelUp can collectively be ranked the #1 ranked respondent and the contract can be awarded to LevelUp.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, ranking LevelUp Consulting, LLC as the #1 ranked respondent to the RFQ for Engineering Services, was approved.

E. Award of Contract

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, awarding the contract for District Engineering Services to LevelUp Consulting, LLC, the #1 ranked respondent to the RFQ for Engineering Services, and authorizing Staff to negotiate and prepare the Contract/Agreement, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of SR Landscaping, LLC First Amendment to Agreement for Pond Bank Maintenance Services

Ms. Suit presented the SR Landscaping, LLC First Amendment to Agreement for Pond Bank Maintenance Services.

122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the SR Landscaping, LLC First Amendment to Agreement for Pond Bank Maintenance Services, was approved.

NINTH ORDER OF BUSINESS

Consideration of The Lake Doctors, Inc. First Amendment to Agreement for Lake Maintenance Services

Ms. Suit noted that the agenda letter incorrectly identified the Agreement; she presented The Lake Doctors, Inc. First Amendment to Agreement for Lake Maintenance Services.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, The Lake Doctors, Inc. First Amendment to Agreement for Lake Maintenance Services, was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

ELEVENTH ORDER OF BUSINESS

Consideration of Pond Maintenance Services

- A. Premier Lakes Annual Management Program Agreement**
- B. Sitex Aquatics Aquatic Management Agreement**
- C. Crosscreek Environmental, Inc. Estimate #9795**

This item was deferred until further notice.

- **Consideration of The Lake Doctors, Inc. Debris Removal**
This item was an addition to the agenda.

Ms. Suit stated that additional debris removal, not included in the scope of work in The Lake Doctors’ contract, was performed at a cost of \$110 per hour.

The consensus was that, in the future, additional debris removal work will be performed on an as-needed basis, upon written approval from the Chair; an Amendment to that effect will be submitted to the existing Agreement.

161

162

163

164

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Lake Doctors, Inc., proposal for debris removal, at the rate of \$110 per hour, was ratified.

165

166

167

TWELFTH ORDER OF BUSINESS

Staff Reports

168

169

A. District Counsel: Kutak Rock LLP

170

Ms. Willson stated the bonds are scheduled to close on March 28, 2024. Phase Three

171

Acquisition items will be circulated accordingly.

172

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

173

There was no report.

174

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

175

○ **NEXT MEETING DATE: May 2, 2024 at 10:00 AM**

176

○ **QUORUM CHECK**

177

The next meeting will be held on May 2, 2024.

178

179

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

180

181

There were no Board Members' comments or requests.

182

183

FOURTEENTH ORDER OF BUSINESS

Public Comments

184

185

No members of the public spoke.

186

187

FIFTEENTH ORDER OF BUSINESS

Adjournment

188

189

190

191

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the meeting adjourned at 10:13 a.m.

192

193

194

195

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

196
197
198
199
200
201

Secretary/Assistant Secretary

Chair/Vice Chair

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.