

**The Woodlands Community
Development District**

January 17, 2023

Agenda Package

The Woodlands Community Development District

Board of Supervisors

Carl Impastato, Chairman
William Richardson, Vice-Chairman
Robert Ripatrazzone, Assistant Secretary
Lawrence Tinkham, Assistant Secretary
Elio M. Bucciero, Assistant Secretary

Mark Vega, District Manager
Vivek Babbar, District Counsel
Robert Dvorak, District Engineer

Meeting Agenda

January 17, 2023 – 10.30 A.M.

- 1. Roll Call**
- 2. Audience Comments**
- 3. Organizational Matters**
 - A. Resolution 2023-03, Declaration of Vacancies (Seats 1,2 & 3) [Page #5]
 - B. Discussion of Appointment of Supervisors to fill Vacancies
 - C. Oath of Office for Newly Appointed Supervisors
 - D. Resolution 2023-04, Designation of Officers [Page #8]
- 4. Consent Agenda**
 - A. Minutes of the November 15, 2022 Meeting [Page #11]
 - B. Acceptance of December 31, 2022 Financial Report [Page #14]
- 5. Attorney's Report**
- 6. Engineer's Report**
 - A. Approval of the Brletic Dvorak, Inc. Engineering Agreement [Page #28]
- 7. Manager's Report**
 - A. Distribution of the Proposed Fiscal Year 2024 Budget and Consideration of Resolution 2023-05, Approving the Budget and Setting the Public Hearing [Page #42]
- 8. Supervisors' Requests**
- 9. Adjournment**

The next meeting is scheduled for Tuesday, February 21, 2023 at 10:30 a.m.

District Office Location:

Inframark, Community Management Services
210 N. University Drive, Suite 702
Coral Springs, FL 33071
954-603-0033

Meeting Location

Cypress Falls Clubhouse
In the Internet Café
2605 Drive,
North Port, Florida.

Third Order of Business

3A.

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WOODLANDS COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEATS 1, 2 & 3 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on November 8, 2022, three (3) members of the Board of Supervisors (“**Board**”) are to be elected by “**Qualified Electors**,” as that term is defined in Section 190.003, Florida Statutes; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period, no one qualified to run for Seats 1, 2 & 3; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board shall declare these seats vacant, effective the second Tuesday following the General Election; and

WHEREAS, a Qualified Elector is to be appointed to the vacant seats within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

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

SECTION 1. The following seats are hereby declared vacant effective as of November 22, 2022:

Seat #1 (currently held by Robert Ripatrzone)
Seat #2 (currently held by William Richardson)
Seat #3 (currently held by Lawrence Tinkham)

SECTION 2. Until such time as the District Board nominates a Qualified Elector to fill the vacancies declared in Section 1 above, the current Supervisors shall remain in those Seats.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 17th day of January, 2023.

ATTEST:

**THE WOODLANDS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

3D.

RESOLUTION 2023-04

A RESOLUTION DESIGNATING OFFICERS OF THE WOODLANDS COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of The Woodlands Community Development District at a regular business meeting, held on January 17, 2023, following the General Election on November 8, 2022, desires to appoint the below recited persons to the offices specified.

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

1. The following persons were appointed to the offices shown, to wit:

<u>Carl Impasto</u>	Chairman
<u>William Richardson</u>	Vice Chairman
<u>Mark Vega</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
<u>Robert Ripatrzone</u>	Assistant Treasurer
<u>Lawrence Tinkham</u>	Assistant Secretary
<u>Elio Bucciero</u>	Assistant Secretary

PASSED AND ADOPTED THIS, 17th DAY OF JANUARY 2023.

Chairman

Secretary

Fourth Order of Business

4A

FOURTH ORDER OF BUSINESS

Attorney's Report

- No report.

FIFTH ORDER OF BUSINESS

Engineer's Report

- Mr. Dvorak discussed the SWFWMD permits for renewal in 2023. He has started to prepare the scope needed to meet the permit requirements.

SIXTH ORDER OF BUSINESS

Manager's Report

A. Discussion of FY 2024 Proposed Budget

- Mr. Vega discussed the Fiscal Year 2024 proposed budget.
- Mr. Vega will send an email to the HOA requesting that they distribute the budget to the residents with explanation of the reduction in the CDD fees.

B. Discussion of Cypress Falls 3 Recharge Well Submersible Pump

- The Board discussed the Cypress Falls 3 Recharge Well Submersible Pump and concurred to delay until the replacement is needed.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests

None.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Impastato seconded by Mr. Richardson with all in favor the meeting was adjourned. 5-0

Secretary

4B

THE WOODLANDS
Community Development District

Financial Report

December 31, 2022

Prepared by



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THE WOODLANDS
Community Development District

Financial Statements

(Unaudited)

December 31, 2022

Balance Sheet
December 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2004A DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 997,359	\$ -	\$ 997,359
Assessments Receivable	-	12,708,233	12,708,233
Allow-Doubtful Collections	-	(12,708,233)	(12,708,233)
Due From Other Funds	-	761,540	761,540
Investments:			
Certificates of Deposit - 12 Months	501,530	-	501,530
Money Market Account	1,479,752	-	1,479,752
Prepayment Account A	-	66,233	66,233
Reserve Fund A	-	17,703	17,703
Revenue Fund A	-	1,532,621	1,532,621
Deposits	500	-	500
TOTAL ASSETS	\$ 2,979,141	\$ 2,378,097	\$ 5,357,238
<u>LIABILITIES</u>			
Accounts Payable	\$ 10,655	\$ -	\$ 10,655
Mature Bonds Payable	-	1,917,908	1,917,908
Due To Other Funds	761,540	-	761,540
TOTAL LIABILITIES	772,195	1,917,908	2,690,103
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	500	-	500
Restricted for:			
Debt Service	-	460,189	460,189
Assigned to:			
Operating Reserves	55,201	-	55,201
Reserves - Lakes	60,000	-	60,000
Reserves - Pump Stations	250,000	-	250,000
Unassigned:	1,841,245	-	1,841,245
TOTAL FUND BALANCES	\$ 2,206,946	\$ 460,189	\$ 2,667,135
TOTAL LIABILITIES & FUND BALANCES	\$ 2,979,141	\$ 2,378,097	\$ 5,357,238

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-22 ACTUAL
REVENUES				
Interest - Investments	\$ 10,000	\$ 7,031	70.31%	\$ 3,711
Special Assmnts- Tax Collector	240,598	192,836	80.15%	166,260
Special Assmnts- Discounts	(9,630)	(7,719)	80.16%	(6,649)
Other Miscellaneous Revenues	-	6,707	0.00%	6,607
TOTAL REVENUES	240,968	198,855	82.52%	169,929
EXPENDITURES				
Administration				
P/R-Board of Supervisors	5,000	1,000	20.00%	-
FICA Taxes	383	77	20.10%	-
ProfServ-Engineering	10,000	1,395	13.95%	-
ProfServ-Legal Services	10,000	726	7.26%	-
ProfServ-Mgmt Consulting	44,684	11,171	25.00%	3,724
ProfServ-Web Site Development	1,553	1,553	100.00%	-
Auditing Services	5,000	-	0.00%	-
Postage and Freight	300	85	28.33%	40
Insurance - General Liability	29,795	26,822	90.02%	-
Printing and Binding	250	-	0.00%	-
Legal Advertising	1,000	94	9.40%	-
Miscellaneous Services	500	-	0.00%	-
Misc-Assessment Collection Cost	3,609	2,777	76.95%	2,394
Office Supplies	1,193	251	21.04%	84
Annual District Filing Fee	175	175	100.00%	-
Total Administration	113,442	46,126	40.66%	6,242
Field				
ProfServ-Field Management	18,046	4,511	25.00%	1,504
Communication - Teleph - Field	7,000	1,835	26.21%	637
Electricity - Entrance	180	83	46.11%	28
Misc-Contingency	1,000	305	30.50%	305
Total Field	26,226	6,734	25.68%	2,474

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-22 ACTUAL
<u>Landscape Services</u>				
Contracts-Landscape	9,600	2,400	25.00%	800
Utility - Pump Station	46,000	11,385	24.75%	3,939
R&M-Pumps-Cypress Falls	9,000	13,639	151.54%	4,359
R&M-Pumps-Cedar Grove	9,000	1,231	13.68%	784
R&M-Pumps-Panacea	5,200	-	0.00%	-
Total Landscape Services	78,800	28,655	36.36%	9,882
<u>Reserves</u>				
Reserve - Lakes	2,500	-	0.00%	-
Pump Station Reserve	20,000	-	0.00%	-
Total Reserves	22,500	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	240,968	81,515	33.83%	18,598
Excess (deficiency) of revenues				
Over (under) expenditures	-	117,340	0.00%	151,331
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	-	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	-	-	0.00%	-
Net change in fund balance	\$ -	\$ 117,340	0.00%	\$ 151,331
FUND BALANCE, BEGINNING (OCT 1, 2022)	2,089,606	2,089,606		
FUND BALANCE, ENDING	\$ 2,089,606	\$ 2,206,946		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-22 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 23,666	0.00%	\$ 172
Special Assmnts- Tax Collector	1,109,609	1,027,346	92.59%	812,327
Special Assmnts- Prepayment	-	53,429	0.00%	32,408
Special Assmnts- CDD Collected	960,900	730,662	76.04%	86,723
Special Assmnts- Delinquent	-	1,214,125	0.00%	1,214,125
Special Assmnts- Discounts	(44,385)	(41,141)	92.69%	(32,481)
TOTAL REVENUES	2,026,124	3,008,087	148.47%	2,113,274
EXPENDITURES				
Administration				
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	1,000	-	0.00%	-
ProfServ-Trustee Fees	9,000	5,000	55.56%	-
Misc-Assessment Collection Cost	16,644	14,793	88.88%	11,698
Total Administration	27,244	19,793	72.65%	11,698
Debt Service				
Principal Debt Retirement	945,000	-	0.00%	-
Interest Expense	984,675	743,648	75.52%	-
Total Debt Service	1,929,675	743,648	38.54%	-
TOTAL EXPENDITURES	1,956,919	763,441	39.01%	11,698
Excess (deficiency) of revenues				
Over (under) expenditures	69,205	2,244,646	0.00%	2,101,576
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	69,205	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	69,205	-	0.00%	-
Net change in fund balance	\$ 69,205	\$ 2,244,646	0.00%	\$ 2,101,576
FUND BALANCE, BEGINNING (OCT 1, 2022)	(1,784,457)	(1,784,457)		
FUND BALANCE, ENDING	\$ (1,715,252)	\$ 460,189		

THE WOODLANDS
Community Development District

Supporting Schedules

December 31, 2022

THE WOODLANDS

Community Development District

Non-Ad Valorem Special Assessments
(Sarasota County Tax Collector - Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2023

					ALLOCATION BY FUND	
Date Rcv'd	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Assmnts	Debt Service Assmnts
Assmnts Levied				\$ 1,082,860	\$ 123,579	\$ 959,281
Allocation %				100%	11%	89%
11/25/22	\$ 96,175	\$ 4,137	\$ 1,465	\$ 101,777	\$ 11,195	\$ 90,581
11/30/22	132,212	5,593	2,013	139,818	15,380	124,438
12/30/22	685,882	29,013	10,445	725,340	79,787	645,553
12/30/22	30,808	1,290	469	32,567	3,582	28,985
Sub-Total	\$ 945,077	\$ 40,033	\$ 14,392	\$ 999,502	\$ 109,945	\$ 889,557

On Roll Developer Assmnts						
Assmnts Levied				\$ 254,808	\$ 117,019	\$ 137,789
12/30/22	\$ 18,663	\$ 789	\$ 284	\$ 19,737	\$ 19,737	\$ -
12/30/22	28,091	1,188	428	29,707	29,707	-
12/30/22	143,908	6,087	2,191	152,187	14,398	137,789
12/30/22	18,012	762	274	19,048	19,048	-
Sub-Total	\$ 208,674	\$ 8,827	\$ 3,178	\$ 220,679	\$ 82,890	\$ 137,789

Total On-Roll Assessments \$ 1,337,668 \$ 240,598 \$ 1,097,070

Total On-Roll Assessments Collected 1,220,182 192,836 1,027,346

Total On-Roll Assessments Outstanding	\$ 117,486	\$ 47,762	\$ 69,725
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% COLLECTED 91% 80% 94%

Debt Service assessment variance is the result of parcels being sold after the FY23 budget was adopted.

THE WOODLANDS

Community Development District

Cash and Investment Report December 31, 2022

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Operating Account	BankUnited	Public Funds Business Checking	n/a	0.00%	\$ 997,359
Certificate of Deposit	BankUnited	12 month CD - #4579	06/30/23	1.55%	\$ 250,971
Certificate of Deposit	BankUnited	12 month CD - #4651	08/08/23	1.55%	250,559
		CD Sub-total			<u>\$ 501,530</u>
Money Market Acct-Legal	BankUnited	Public Funds Money Market - #2685	n/a	2.10%	\$ 608,973
Money Market Acct-Operating	BankUnited	Public Funds Money Market - #3624	n/a	2.10%	870,779
		MMA Sub-total			<u>\$ 1,479,752</u>
		GF Subtotal			<u>\$ 2,978,641</u>

Debt Service and Capital Projects Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2004A Prepayment	Wells Fargo	Blackrock Institutional Funds T-Funds #30	n/a	3.55%	\$ 66,233
Series 2004A Reserve Acct	Wells Fargo	Blackrock Institutional Funds T-Funds #30	n/a	3.55%	17,703
Series 2004A Revenue Fund	Wells Fargo	Blackrock Institutional Funds T-Funds #30	n/a	3.55%	1,532,621
		DS Subtotal			<u>\$ 1,616,557</u>
		Total			<u>\$ 4,595,198</u>

THE WOODLANDS

Community Development District

Payment Register by Fund
For the Period from 10/1/22 to 12/31/22
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	678	10/03/22	FEDEX	7-888-35366	9/14/22 FedEx (Wells Fargo)	Postage and Freight	541006-51301	\$18.14
001	679	10/03/22	HOOVER PUMPING SYSTEMS INC	165587	CF #1 Entr Deep Refill/Visit 1:2, Yr 2:2 prev main	R&M-Pumps-Cypress Falls	546251-53902	\$194.81
001	679	10/03/22	HOOVER PUMPING SYSTEMS INC	165597	CF2 Clbhs Pump/Visit 1:2, Yr 2:2 Preventive Maint	R&M-Pumps-Cypress Falls	546251-53902	\$185.46
001	679	10/03/22	HOOVER PUMPING SYSTEMS INC	168417	CF2 Clbhs Pump ID 8264/Diver re-sink suction line	R&M-Pumps-Cypress Falls	546251-53902	\$1,062.17
001	679	10/03/22	HOOVER PUMPING SYSTEMS INC	168489	CF Pump #1 Entr ID 8385/Rplc #2 Motor Fan	R&M-Pumps-Cypress Falls	546251-53902	\$311.59
001	679	10/03/22	HOOVER PUMPING SYSTEMS INC	168490	CF Pump #1 Entr ID 8385/Rplc leaking spool piece	R&M-Pumps-Cypress Falls	546251-53902	\$444.74
001	679	10/03/22	HOOVER PUMPING SYSTEMS INC	168498	CF #2 Clbhs Deep Refill Well/Replace Pump, Motor	R&M-Pumps-Cypress Falls	546251-53902	\$8,792.18
001	680	10/03/22	INFRAMARK, LLC	83123	SEPT 2022 MGMT FEES	ProfServ-Field Management	531016-53901	\$1,460.00
001	680	10/03/22	INFRAMARK, LLC	83123	SEPT 2022 MGMT FEES	Postage and Freight	541006-51301	\$3.99
001	680	10/03/22	INFRAMARK, LLC	83123	SEPT 2022 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,615.25
001	681	10/13/22	BRIGHTVIEW LANDSCAPING	8090339	OCT 2022- EXTERIOR MAINT	Contracts-Landscape	534050-53902	\$800.00
001	683	10/13/22	DEPT ECONOMIC OPPORTUNITY	86775	2022/2023 DISTRICT FILING FEE	Annual District Filing Fee	554007-51301	\$175.00
001	684	10/13/22	EGIS INSURANCE ADVISORS LLC	17284	POLICY RENEWAL 10/1/22-10/1/23	Insurance - General Liability	545002-51301	\$26,822.00
001	685	10/13/22	HOOVER PUMPING SYSTEMS INC	165565	CFPB #3Deep Refill ID 8419/Prev maint 1:2,yr 2:2	R&M-Pumps-Cypress Falls	546251-53902	\$124.81
001	685	10/13/22	HOOVER PUMPING SYSTEMS INC	168613	CG#2 Pump(West),ID8799/Rplc Thermal Switch	R&M-Pumps-Cedar Grove	546252-53902	\$446.85
001	685	10/13/22	HOOVER PUMPING SYSTEMS INC	168712	CF Pump #1 Entr ID8385/faulty motor, leaky pump	R&M-Pumps-Cypress Falls	546251-53902	\$419.99
001	685	10/13/22	HOOVER PUMPING SYSTEMS INC	168741	CF Pump #1 Entr ID8385/Pump & Motor Rplcd	R&M-Pumps-Cypress Falls	546251-53902	\$8,454.84
001	686	10/13/22	INNERSYNC STUDIO LTD	20810	ADA annual website & PDF compliance svcs	ProfServ-Web Site Development	531047-51301	\$1,552.50
001	687	10/13/22	INSIGHT IRRIGATION LLC	1645	FY22 Pump Station Irrigation Monitoring Svcs	Utility - Pump Station	543015-53902	\$5,500.00
001	688	10/13/22	STRALEY ROBIN VERICKER	22152	GENERAL MATTERS THRU 9/15/22	ProfServ-Legal Services	531023-51401	\$204.22
001	689	10/18/22	COMPLETE I.T.	9576	GOOGLE FOR BUSINESS/6 email accts	Office Supplies	551002-51301	\$83.70
001	690	10/18/22	FEDEX	7-911-17972	9/30/22 FedEx (Wells Fargo)	Postage and Freight	541006-51301	\$16.82
001	692	10/24/22	CA FLORIDA HOLDINGS LLC	0004924331	Notice of FY23 Meetings 9/14/22 #7773280	Legal Advertising	548002-51301	\$94.25
001	693	11/07/22	BRIGHTVIEW LANDSCAPING	8133592	NOV 2022 - EXTERIOR MAINT	Contracts-Landscape	534050-53902	\$800.00
001	694	11/07/22	STRALEY ROBIN VERICKER	22290	GEN COUNSEL 10/6/22-10/15/22	ProfServ-Legal Services	531023-51401	\$143.50
001	695	11/11/22	FEDEX	7-932-97614	10/20/22 FedEx (Wells Fargo DS)	Postage and Freight	541006-51301	\$17.42
001	696	11/11/22	HOOVER PUMPING SYSTEMS INC	169101	CF Pump #1 Entr ID8385/check valves 2b replaced	R&M-Pumps-Cypress Falls	546251-53902	\$279.99
001	697	11/17/22	COMPLETE I.T.	9768	GOOGLE FOR BUSINESS/6 email accts	Office Supplies	551002-51301	\$83.70
001	698	11/22/22	INFRAMARK, LLC	84694	OCT 2022 MGMT FEES	ProfServ-Field Management	531016-53901	\$1,503.83
001	698	11/22/22	INFRAMARK, LLC	84694	OCT 2022 MGMT FEES	Postage and Freight	541006-51301	\$2.85
001	698	11/22/22	INFRAMARK, LLC	84694	OCT 2022 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,723.67
001	704	12/07/22	BRIGHTVIEW LANDSCAPING	8177667	DEC 2022 - EXTERIOR MAINT	Contracts-Landscape	534050-53902	\$800.00
001	704	12/07/22	BRIGHTVIEW LANDSCAPING	8123915	wet check 9/26/22 - Irr Repairs	Misc-Contingency	549900-53901	\$305.15
001	705	12/07/22	FEDEX	7-960-83619	11/23/22 FedEx (Wells Fargo DS)	Postage and Freight	541006-51301	\$17.17
001	706	12/07/22	INFRAMARK, LLC	86076	NOV 2022 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,723.67
001	706	12/07/22	INFRAMARK, LLC	86076	NOV 2022 MGMT FEES	ProfServ-Field Management	531016-53901	\$1,503.83
001	706	12/07/22	INFRAMARK, LLC	86076	NOV 2022 MGMT FEES	Postage and Freight	541006-51301	\$7.41
001	707	12/07/22	STRALEY ROBIN VERICKER	22430	GEN COUNSEL 10/21/22-11/15/22	ProfServ-Legal Services	531023-51401	\$582.00
001	711	12/20/22	COMPLETE I.T.	9960	GOOGLE FOR BUSINESS EMAIL	Office Supplies	551002-51301	\$83.70
001	712	12/20/22	HOOVER PUMPING SYSTEMS INC	169279	CF Pump #1 Ent ID8385/lake check valve replaced	R&M-Pumps-Cypress Falls	546251-53902	\$4,359.24
001	713	12/28/22	JMT	27-201083	ENG'G SVCS THRU NOV 2022	ProfServ-Engineering	531013-51501	\$1,395.00
001	DD242	10/19/22	FPL - ACH	092322 ACH	FPL BILL PRD 8/24-9/23/22	Electricity - Entrance	543008-53901	\$27.47
001	DD242	10/19/22	FPL - ACH	092322 ACH	FPL BILL PRD 8/24-9/23/22	Utility - Pump Station	543015-53902	\$3,285.46
001	DD243	10/19/22	FRONTIER ACH	091922-1075	9/19-10/18/22 SRV 941-240-5997	Communication - Teleph - Field	541005-53901	\$603.87
001	DD244	11/14/22	FRONTIER ACH	101922-1075	10/19-11/18/22 Acct 941-240-5997-013107-5	Communication - Teleph - Field	541005-53901	\$595.16

THE WOODLANDS

Community Development District

Payment Register by Fund
For the Period from 10/1/22 to 12/31/22
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD245	11/16/22	FPL - ACH	102522 ACH	FPL BILL PRD 9/23-10/25/22	Electricity - Entrance	543008-53901	\$28.30
001	DD245	11/16/22	FPL - ACH	102522 ACH	FPL BILL PRD 9/23-10/25/22	Utility - Pump Station	543015-53902	\$3,259.03
001	DD246	12/15/22	FPL - ACH	112222 ACH	FPL BILL PRD 10/25-11/22/22	Electricity - Entrance	543008-53901	\$27.36
001	DD246	12/15/22	FPL - ACH	112222 ACH	FPL BILL PRD 10/25-11/22/22	Utility - Pump Station	543015-53902	\$4,186.65
001	DD247	12/15/22	FRONTIER ACH	111922-1075	11/19-12/18/22 Acct 941-240-5997-013107-5	Communication - Teleph - Field	541005-53901	\$602.50
001	699	11/30/22	CARL A. IMPASTATO	PAYROLL	November 30, 2022 Payroll Posting			\$184.70
001	700	11/30/22	LAWRENCE H. TINKHAM	PAYROLL	November 30, 2022 Payroll Posting			\$184.70
001	701	11/30/22	WILLIAM RICHARDSON	PAYROLL	November 30, 2022 Payroll Posting			\$184.70
001	702	11/30/22	ELIO M. BUCCIERO	PAYROLL	November 30, 2022 Payroll Posting			\$184.70
001	703	11/30/22	ROBERT M. RIPATRAZONE	PAYROLL	November 30, 2022 Payroll Posting			\$184.70
Fund Total								\$93,654.74

SERIES 2004A DEBT SERVICE FUND - 201

201	680	10/03/22	INFRAMARK, LLC	83123	SEPT 2022 MGMT FEES	ProfServ-Dissemination Agent	531012-51301	\$1,000.00
201	682	10/13/22	COMPUTER SHARE	2134011	Series 2004A Trustee Fee 9/4/22-9/3/23	ProfServ-Trustee Fees	531045-51301	\$5,000.00
201	691	10/18/22	WELLS FARGO BANK	101322-5987	TRFR FY22 DS ASSMNTS (Excess Fee Refund)	Due to Other Funds	131000	\$5,074.17
201	708	12/07/22	WELLS FARGO BANK	120122-5987	TRFR FY23 DS ASSMNTS	Due to Other Funds	131000	\$197,264.46
Fund Total								\$208,338.63

Total Payments	\$301,993.37
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Sixth Order of Business

6A

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 20__, by and between:

Woodlands Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Sarasota County, Florida (the “District”); and

Brletic Dvorak, Inc., a Florida corporation, providing professional engineering services (“Engineer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the “Act”) as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, finance, constructing, reconstructing, acquiring, and/or maintaining certain public improvements and services within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District’s Board of Supervisors (the “Board”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services including, but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Representations. The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization

Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

Article 6. Term of Agreement. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this

Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 8. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 9. Ownership of Documents.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 10. Accounting Records. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall

be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 12. Estimate of Cost. Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 16. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

Article 17. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under this Agreement.

Article 18. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the 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.

UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Article 19. Public Records. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer 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 this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or,

alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer 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. The Engineer acknowledges that the designated Public Records Custodian for the District is Sandra Demarco.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-282-0081 sandra.demarco@inframark.com 210 N. University Drive, Suite 702, Coral Springs, FL 33071

Article 20. Notices. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Woodlands Community Development District
2654 Cypress Ridge Blvd., Suite 101
Wesley Chapel, FL 33544
Attn: Mark Vega

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: John Vericker

B. If to the Engineer: Brletic Dvorak, Inc.
536 4th Ave. S, Unit 4
St. Petersburg, Fl 33701
Attn: Stephen Brletic, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Article 21. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 22. Controlling Law. The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

Article 23. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 7 herein.

Article 24. Conflicts of Interest. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

Article 25. Subcontractors. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

Article 26. Independent Contractor. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

Article 27. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to

recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 28. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties and formally approved by the Board

Article 29. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Article 30. Agreement. This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

Article 31. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**WOODLANDS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

BRLETIC DVORAK, INC.

Witness
Print Name: _____

By: _____
Its: _____

CDD Labor Rates

(January 1, 2023 – July 1, 2023)

<u>Classification</u>	<u>Rates</u>
Principal	\$225
Project Manager	\$200
Senior Engineer	\$180
Project Engineer	\$145
Engineer	\$115
Senior Surveyor	\$150
Project Surveyor	\$130
Surveyor	\$95
Survey Field Crew (3-person)	\$165
GIS Technician	\$150
Senior Environmental Scientist	\$150
Environmental Scientist	\$110
Senior Designer	\$110
Designer	\$95
Senior Engineering Technician	\$85
Engineering Technician	\$65
Senior Inspector	\$115
Inspector	\$75
Clerical	\$50

Seventh Order of Business

7A

THE WOODLANDS
Community Development District

Annual Operating and Debt Service Budget
Fiscal Year 2024

Version 2 - Proposed Budget
(Modified 1-9-23)

Prepared by:



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The Woodlands
Community Development District

Operating Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU DEC-22	PROJECTED JAN- SEPT-23	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
REVENUES						
Interest - Investments	\$ 5,357	\$ 10,000	\$ 7,031	\$ 7,200	\$ 14,231	\$ 10,000
Special Assmnts- Tax Collector	228,481	240,598	192,836	47,762	240,598	211,691
Special Assmnts- CDD Collected	13,671	-	-	-	-	-
Special Assmnts- Discounts	(8,872)	(9,630)	(7,719)	(1,911)	(9,630)	(8,468)
Other Miscellaneous Revenues	5,875	-	6,707	-	6,707	-
TOTAL REVENUES	244,512	240,968	198,855	53,051	251,906	213,223
EXPENDITURES						
<i>Administrative</i>						
P/R-Board of Supervisors	4,000	5,000	1,000	4,000	5,000	5,000
FICA Taxes	306	383	77	306	383	383
ProfServ-Engineering	11,465	10,000	1,395	8,605	10,000	10,000
ProfServ-Legal Services	15,600	10,000	726	9,274	10,000	10,000
ProfServ-Mgmt Consulting Serv	43,383	44,684	11,171	33,513	44,684	46,025
ProfServ-Web Site Development	1,553	1,553	1,553	-	1,553	1,553
Auditing Services	4,700	5,000	-	4,700	4,700	5,000
Postage and Freight	339	300	85	215	300	300
Insurance - General Liability	24,829	29,795	26,822	2,973	29,795	32,775
Printing and Binding	2	250	-	250	250	250
Legal Advertising	1,440	1,000	94	906	1,000	1,000
Miscellaneous Services	100	500	-	500	500	500
Misc-Assessmnt Collection Cost	2,621	3,609	2,777	716	3,493	3,175
Office Supplies	1,110	1,193	251	753	1,004	1,193
Annual District Filing Fee	175	175	175	-	175	175
Total Administrative	111,623	113,442	46,126	66,711	112,837	117,328
<i>Field</i>						
ProfServ-Field Management	17,520	18,046	4,511	13,535	18,046	18,587
Communication - Teleph - Field	6,912	7,000	1,835	5,435	7,270	7,300
Electricity - Entrance	209	180	83	248	331	350
Misc-Contingency	-	1,000	305	695	1,000	-
Total Field	24,641	26,226	6,734	19,912	26,646	26,237
<i>Landscape Services</i>						
Contracts-Landscape	9,600	9,600	2,400	7,200	9,600	9,600
Utility - Pump Station	57,658	46,000	11,385	43,245	54,630	58,000
R&M-Irrigation	160	-	-	-	-	-
R&M-Pump Station	45,388	-	-	-	-	-
R&M-Pumps - Cypress Falls	34,203	9,000	13,639	20,564	34,203	34,203
R&M-Pumps - Cedar Grove	12,655	9,000	1,231	11,424	12,655	12,655
R&M-Pumps - Panacea	-	5,200	-	5,200	5,200	5,200
Total Landscape Services	159,664	78,800	28,655	87,633	116,288	119,658

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU DEC-22	PROJECTED JAN- SEPT-23	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
Reserves						
Reserve - Lakes	-	2,500	-	-	-	-
Pump Station Reserve	-	20,000	-	-	-	-
Total Reserves	-	22,500	-	-	-	-
TOTAL EXPENDITURES & RESERVES	295,928	240,968	81,515	174,257	255,772	263,223
Excess (deficiency) of revenues						
Over (under) expenditures	(51,416)	-	117,340	(121,206)	(3,866)	(50,000)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	-	-	-	-	(50,000)
TOTAL OTHER SOURCES (USES)	-	-	-	-	-	(50,000)
Net change in fund balance	(51,416)	-	117,340	(121,206)	(3,866)	(50,000)
FUND BALANCE, BEGINNING	2,141,020	2,089,608	2,089,606	-	2,089,606	2,085,740
FUND BALANCE, ENDING	\$ 2,089,604	\$ 2,089,606	\$ 2,206,946	\$ (121,206)	\$ 2,085,740	\$ 2,035,740

Budget Narrative
Fiscal Year 2024

Revenue

Interest - Investments

The District earns interest on their money market accounts and certificates of deposit.

Special Assessment – Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessment - Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of CDD assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Expenditures

Expenditures – Administrative

P/R Board of Supervisors

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for a meeting attendance and to receive \$200 per meeting. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

FICA Taxes

Payroll taxes for supervisor salaries are calculated as 7.65% payroll.

Professional Services-Engineering

The District's engineer will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc. Fees are based on prior year activity.

Professional Services-Legal Services

The District's legal counsel will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating and maintenance contracts, etc. Fees are based on prior year legal expenses.

Professional Services-Management Consulting Service

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark. These services are further outlined in Exhibit "A" of the Management Agreement. The fees are related to the current contracted fees in the Management Agreement with a projected 3% increase.

Professional Services-Web Site Development

The District has contracted with Campus Suites and Complete I.T to maintain the website www.woodlandscdd.org and email services.

Auditing Services

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. Fee is based on the existing year's Engagement Letter.

Postage & Freight

The cost of overnight deliveries, correspondence, etc.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with The Florida League of Cities, Inc. The Florida League of Cities, Inc. specializes in providing insurance coverage to governmental agencies through the *Florida Municipal Insurance Trust*. The amount is based upon actual amount plus 10% increase.

Budget Narrative
Fiscal Year 2024

Expenditures – Administrative (continued)

Printing and Binding

Printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc in a newspaper of general circulation.

Miscellaneous-Services

Expense items that don't fall under any of the other administrative expense categories.

Miscellaneous-Assessment Collection Fees

The District reimburses the Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 1.5% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 1.5% of the anticipated assessment collections.

Office Supplies

The district pays a monthly fee to Google for BOS email support. Also, miscellaneous office supplies are required to prepare agenda packages and administer district meetings.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

Expenditures –Field Management

Professional Services-Field Management

The District receives Field Management services as part of a Management Agreement with Inframark. The fees are related to the current contracted fees in the Management Agreement with a projected 3% increase.

Communication – Telephone-Field

The District pays Frontier for online pump monitoring access.

Electricity – Entrance

The District pays FPL for the electricity to 6227 Toledo Blade Blvd Monument.

Miscellaneous-Contingency

This expense represents miscellaneous costs that may arise during the year relating to the normal operations and maintenance of the District.

Expenditures – Landscape Services

Contracts - Landscape

The District has a contract with Brightview for monthly exterior maintenance services.

Utility - Pump Station

The District pays FPL for monthly electric usage at the numerous pumps & wells.

Budget Narrative
Fiscal Year 2024

<i>Expenditures – Landscape Services (continued)</i>

R&M – Pump Station

Preventive Maintenance Agreement covering the irrigation system for a period of 2 years commencing 10/01/23 and ending 9/30/25.

R&M – Pumps – Cypress Falls

Repairs to & maintenance of the Cypress Falls pump stations that are necessary to sustain the common area landscape not covered by the Preventive Maintenance Agreement.

R&M – Pumps – Cedar Grove

Repairs to & maintenance of the Cedar Grove pump stations that are necessary to sustain the common area landscape not covered by the Preventive Maintenance Agreement.

R&M – Pumps – Panacea

Repairs to & maintenance of the Panacea pump stations that are necessary to sustain the common area landscape not covered by the Preventive Maintenance Agreement.

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2024	\$ 2,085,740
Net Change in Fund Balance - Fiscal Year 2024	(50,000)
Reserves - Fiscal Year 2024 Additions	-
Total Funds Available (Estimated) - 9/30/2024	2,035,740

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital	\$ 65,806 ⁽¹⁾
Reserves - Attorney	\$ 606,998
Reserves - Lakes @ 9/30/22	\$ 60,000
Reserves - Lakes (FY23 Proposed)	2,500
Subtotal	62,500
Reserves - Pump Stations @ 9/30/22	\$ 250,000
Reserves - Pump Stations (FY23 Proposed)	20,000
Subtotal	270,000
Subtotal Reserves	939,498
Total Allocation of Available Funds	\$ 1,005,304

Total Unassigned (undesignated) Cash	\$ 1,030,436
---------------------------------------------	---------------------

Notes

(1) Represents approximately 3 months of operating expenditures less Reserves.

The Woodlands
Community Development District

Debt Service Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU DEC-22	PROJECTED JAN- SEPT-23	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
REVENUES						
Interest - Investments	\$ 46,132	\$ -	\$ 23,666	\$ 70,998	\$ 94,664	\$ -
Special Assmnts- Tax Collector	971,820	1,109,609	1,027,346	82,263	1,109,609	1,782,112
Special Assmnts- Prepayment	81,807	-	53,429	-	53,429	-
Special Assmnts- CDD Collected	129,522	960,900	730,662	230,238	960,900	316,961
Special Assmnts- Delinquent	9,015,141	-	1,214,125	-	1,214,125	-
Special Assmnts- Discounts	(36,859)	(44,385)	(41,141)	(3,244)	(44,385)	(71,284)
Other Miscellaneous Revenues	41,365	-	-	-	-	-
TOTAL REVENUES	10,248,928	2,026,124	3,008,087	380,255	3,388,342	2,027,788
EXPENDITURES						
<i>Administrative</i>						
ProfServ-Arbitrage Rebate	600	600	-	600	600	600
ProfServ-Dissemination Agent	1,000	1,000	-	1,000	1,000	1,000
ProfServ-Legal Services	6,144	-	-	-	-	-
ProfServ-Trustee Fees	5,000	9,000	5,000	-	5,000	9,000
Misc-Assessmnt Collection Cost	8,950	16,644	14,793	1,234	16,027	26,732
Total Administrative	21,694	27,244	19,793	2,834	22,627	37,332
<i>Debt Service</i>						
Principal Debt Retirement	1,020,000	945,000	-	1,080,000	1,080,000	905,000
Interest Expense	1,492,711	984,675	743,648	180,037	923,685	862,125
Total Debt Service	2,512,711	1,929,675	743,648	1,260,037	2,003,685	1,767,125
TOTAL EXPENDITURES	2,534,405	1,956,919	763,441	1,262,871	2,026,312	1,804,457
Excess (deficiency) of revenues						
Over (under) expenditures	7,714,523	69,205	2,244,646	(882,616)	1,362,030	223,331
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	69,205	-	-	-	223,331
TOTAL OTHER SOURCES (USES)	-	69,205	-	-	-	223,331
Net change in fund balance	7,714,523	69,205	2,244,646	(882,616)	1,362,030	223,331
FUND BALANCE, BEGINNING	(9,498,980)	(1,784,457)	(1,784,457)	-	(1,784,457)	(422,427)
FUND BALANCE, ENDING	\$ (1,784,457)	\$ (1,715,252)	\$ 460,189	\$ (882,616)	\$ (422,427)	\$ (199,096)

The Woodlands
Community Development District
SERIES 2004A CAPITAL IMPROVEMENT REVENUE BONDS
DEBT SERVICE SCHEDULE
AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/1/2023	\$15,125,000.00	5.70%	\$0.00	\$431,062.50	
5/1/2024	\$15,125,000.00	5.70%	\$905,000.00	\$431,062.50	\$1,767,125.00
11/1/2024	\$14,220,000.00	5.70%	\$0.00	\$405,270.00	
5/1/2025	\$14,220,000.00	5.70%	\$970,000.00	\$405,270.00	\$1,780,540.00
11/1/2025	\$13,250,000.00	5.70%	\$0.00	\$377,625.00	
5/1/2026	\$13,250,000.00	5.70%	\$1,015,000.00	\$377,625.00	\$1,770,250.00
11/1/2026	\$12,235,000.00	5.70%	\$0.00	\$348,697.50	
5/1/2027	\$12,235,000.00	5.70%	\$1,075,000.00	\$348,697.50	\$1,772,395.00
11/1/2027	\$11,160,000.00	5.70%	\$0.00	\$318,060.00	
5/1/2028	\$11,160,000.00	5.70%	\$1,135,000.00	\$318,060.00	\$1,771,120.00
11/1/2028	\$10,025,000.00	5.70%	\$0.00	\$285,712.50	
5/1/2029	\$10,025,000.00	5.70%	\$1,200,000.00	\$285,712.50	\$1,771,425.00
11/1/2029	\$8,825,000.00	5.70%	\$0.00	\$251,512.50	
5/1/2030	\$8,825,000.00	5.70%	\$1,275,000.00	\$251,512.50	\$1,778,025.00
11/1/2030	\$7,550,000.00	5.70%	\$0.00	\$215,175.00	
5/1/2031	\$7,550,000.00	5.70%	\$1,350,000.00	\$215,175.00	\$1,780,350.00
11/1/2031	\$6,200,000.00	5.70%	\$0.00	\$176,700.00	
5/1/2032	\$6,200,000.00	5.70%	\$1,420,000.00	\$176,700.00	\$1,773,400.00
11/1/2032	\$4,780,000.00	5.70%	\$0.00	\$136,230.00	
5/1/2033	\$4,780,000.00	5.70%	\$1,510,000.00	\$136,230.00	\$1,782,460.00
11/1/2033	\$3,270,000.00	5.70%	\$0.00	\$93,195.00	
5/1/2034	\$3,270,000.00	5.70%	\$1,590,000.00	\$93,195.00	\$1,776,390.00
11/1/2034	\$1,680,000.00	5.70%	\$0.00	\$47,880.00	
5/1/2035	\$1,680,000.00	5.70%	\$1,680,000.00	\$47,880.00	\$1,775,760.00
			\$27,620,000.00	\$33,012,143.75	\$64,627,143.75

Budget Narrative
Fiscal Year 2024

Revenue

Special Assessment - Tax Collector

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the debt service expenditures during the Fiscal Year.

Special Assessment – CDD Collected

The District entered into a Funding Agreement with the Developers to fund all debt service expenditures for the Fiscal Year.

Special Assessment - Discounts

Per Section 197.3632 and Section 197.162 of the Florida Statutes, discounts are allowed for early payment of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Expenditures

Expenditures –Administrative

Professional Services-Arbitrage Rebate

The District has a proposal with a company who specializes in calculating the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Professional Services-Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with Rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Professional Services-Trustee

The District will pay annual trustee fees for the Series 2004 Capital Improvement Revenue Bonds that are deposited with a Trustee. The annual trustee fee is based on standard fees charged plus any out-of-pocket expenses.

Misc-Assessment Collection Costs

The District reimburses the Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 1.5% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 1.5% of the anticipated assessment collections.

Expenditures –Debt Service

Principal Debt Retirement

See amortization schedule.

Interest Expense

See amortization schedule.

The Woodlands
Community Development District

Supporting Budget Schedules
Fiscal Year 2024

**Comparison of Assessment Rates
Fiscal Year 2024 vs. Fiscal Year 2023**

Parcel	Phase	Village	General Fund			Debt Service			Total			O&M	DS	DS
			FY 2024	FY 2023	Percent Change	FY 2024	FY 2023	Percent Change	FY 2024	FY 2023	Percent Change	On-Roll Units	On-Roll Units	Off-Roll Units
A		Townhomes	\$29.09	\$33.06	-12%	\$330.70	\$330.70	0%	\$359.79	\$363.76	-1%	171	-	171
		Townhomes	\$29.09	\$33.06	-12%	\$330.70	\$330.70	0%	\$359.79	\$363.76	-1%	209	-	209
B-C-1	Phase 1	Cypress Falls Quad	\$88.18	\$100.22	-12%	\$988.83	\$988.83	0%	\$1,077.00	\$1,089.05	-1%	112	112	-
	Phase 1	Cypress Falls Single Family	\$105.86	\$120.31	-12%	\$1,187.06	\$1,187.06	0%	\$1,292.92	\$1,307.37	-1%	125	125	-
	Phase 1	Cypress Falls Villa	\$88.18	\$100.22	-12%	\$988.83	\$988.83	0%	\$1,077.00	\$1,089.05	-1%	130	130	-
B-C-2	Cypress Falls PHh2E Parcel B	Cypress Falls Single Family	\$105.86	\$120.31	-12%	\$1,350.13	\$1,350.13	0%	\$1,455.99	\$1,470.44	-1%	70	70	
	Cypress Falls Ph2 Parcel C	Cypress Falls Single Family	\$105.86	\$120.31	-12%	\$1,181.84	\$1,181.84	0%	\$1,287.69	\$1,302.15	-1%	232	232	
D		Single Family	\$100.08	\$113.74	-12%	\$1,137.59	\$1,137.59	0%	\$1,237.67	\$1,251.33	-1%	341	341	-
E		Single Family	\$107.12	\$121.75	-12%	\$1,217.71	\$1,217.71	0%	\$1,324.84	\$1,339.46	-1%	244	244	-
F		Townhomes	\$41.31	\$46.95	-12%	\$469.56	\$469.56	0%	\$510.87	\$516.51	-1%	254	-	254
G	Cedar Grove Phase 1A&1B	Cedar Grove	\$110.16	\$125.20	-12%	\$1,316.29	\$1,316.29	0%	\$1,426.45	\$1,441.49	-1%	263	263	-
	Cedar Grove Phase 2A	Cedar Grove	\$110.16	\$125.20	-12%	\$1,198.17	\$1,198.17	0%	\$1,308.32	\$1,323.37	-1%	120	120	
	Cedar Grove 2B	Cedar Grove	\$110.16	\$125.20	-12%	\$1,198.17	\$1,198.17	0%	\$1,308.32	\$1,323.37	-1%	115	115	
	Cedar Grove 2C	Cedar Grove	\$110.16	\$125.20	-12%	\$1,198.17	\$1,198.17	0%	\$1,308.32	\$1,323.37	-1%	77		77
												2,463	1,752	711

RESOLUTION 2023-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE WOODLANDS COMMUNITY DEVELOPMENT
DISTRICT APPROVING THE BUDGET FOR FISCAL
YEAR 2024 AND SETTING A PUBLIC HEARING
THEREON PURSUANT TO FLORIDA LAW**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a proposed operating and/or debt service budget for Fiscal Year 2024; a copy of which is attached hereto, and

WHEREAS, the Board of Supervisors has considered said proposed budget and desires to set the required public hearing thereon;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE WOODLANDS COMMUNITY
DEVELOPMENT DISTRICT;**

1. The budget proposed by the District Manager for Fiscal Year 2024 is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: **Tuesday, April 18, 2023**

Hour: **10:30 a.m.**

Place: **Cypress Falls Clubhouse
In the Internet Cafe
2605 Argula Drive
North Port, Florida**

Notice of this public hearing shall be published in the manner prescribed in Florida Law.

Adopted this 17th day of January 2023.

Chairman

Mark Vega, Secretary