

**The Woodlands Community  
Development District**

**November 16, 2023**

**Agenda Package**

# The Woodlands Community Development District

## Board of Supervisors

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

Mark Vega, District Manager  
Jacob Whitlock, Inframark  
Vivek Babbar, District Counsel  
Robert Dvorak, District Engineer

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## Meeting Agenda

November 16, 2023 – 10.30 A.M.

### 1. Roll Call

### 2. Audience Comments

### 3. Consent Agenda

- A. Minutes of the April 18, 2023 Meeting [Page 5]
- B. Acceptance of September 2023 Financial Report [Page 9]
- C. Number of Registered Voters – 1,651 [Page 23]
- D. Approval of Hoover Pumping Systems Renewal Maintenance Contract [Page 25]
- E. Approval of Fiscal Year 2023 Audit Engagement Letter [Page 30]
- F. Resolution 2024-01, Fiscal Year 2023 Budget Amendment [Page 37]
- G. Motion to Assign Fund Balance as of September 30, 2023 [Page 41]
- H. Consideration of LLS Tax Solutions Inc. Engagement Letter for Arbitrage Services  
for the Capital Improvement Revenue Bonds, Series 2004A [Page 43]

### 4. Attorney's Report

### 5. Engineer's Report

### 6. Manager's Report

- A. Discussion of Fiscal Year 2025 Proposed Budget

### 7. Supervisors' Requests

### 8. Adjournment

**The next meeting is scheduled for Thursday, January 18, 2024 at 10:30 a.m.**

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#### 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.**

**MINUTES OF MEETING  
THE WOODLANDS  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Woodlands Community Development District was held on Tuesday, April 18, 2023 at 10:30 a.m. in the Social Hall Back Room, Cypress Falls Clubhouse, 2605 Arugula Drive, North Port, Florida.

Present and constituting a quorum were:

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

Also present were:

Mark Vega	District Manager
Jacob Whitlock	Inframark
Robert Dvorak	District Engineer

*The following is a summary of the discussion and actions taken.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

- Mr. Vega called the meeting to order. A quorum was established.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

None.

**THIRD ORDER OF BUSINESS**

**Consent Agenda**

- A. Minutes of the February 21, 2023 Meeting**
- B. Acceptance of March 2023 Financial Report**
- C. FY 2024 Proposed Meeting Schedule**
- D. Acceptance of the Financial Audit FY 2022**

On MOTION by Mr. Impastato seconded by Mr. Bucciero with all in favor, the consent agenda was approved as presented. 5-0
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**FOURTH ORDER OF BUSINESS**

**Attorney's Report**

- No report.

**FIFTH ORDER OF BUSINESS**

**Engineer's Report**

**A. Discussion on SWFWMD Permit Renewal Project**

- Mr. Dvorak and the Board discussed the two SWFWMD permit renewal's process.

Unapproved

On MOTION by Mr. Impastato seconded by Mr. Tinkham with all in favor of the pond bank clearing in an amount not to exceed \$25,000 to Radcliffe Underbrushing LLC, and to comply with SWFWMD permit and preparation for negotiations with the City of North Port to turn over the permits was approved. 5-0

## SIXTH ORDER OF BUSINESS

### Public Hearing to Consider Adoption of the Budget for Fiscal Year 2024

*Let the record reflect that the meeting was recessed at 11:26 a.m. to commence the public hearing for the adoption of the fiscal year 2024 budget.*

On MOTION by Mr. Impastato seconded by Mr. Ripatrazzone with all in favor, the public hearing was opened to consider the adoption of the Budget for Fiscal Year 2024. 5-0

- The Board discussed the fiscal year 2024 budget.

*Hearing no comments from the public,*

On MOTION by Mr. Impastato seconded by Mr. Richardson with all in favor, the public hearing was closed. 5-0

*Let the record reflect the public hearing was closed and the meeting resumed at 11:31 a.m.*

#### A. Resolution 2023-06, Adoption of the Budget for Fiscal Year 2024

On MOTION by Mr. Impastato seconded by Mr. Bucciero with all in favor Resolution 2023-06, adopting a budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and providing an effective date was adopted. 5-0

#### B. Resolution 2023-07, Levying Non-Ad Valorem Assessments

On MOTION by Mr. Impastato seconded by Mr. Tinkham with all in favor Resolution 2023-07, imposing annually recurring operations and maintenance non-ad valorem special assessments: providing for collection and enforcement of all District special assessments; certifying an assessment roll; providing for amendment of the assessment roll; providing for challenges and procedural irregularities; providing for severability; and providing an effective date was adopted. 5-0

**SEVENTH ORDER OF BUSINESS**

**Manager's Report**

- Mr. Vega reported on the hurricane cleanup of the Toledo Blade monuments. The damaged fence has been removed and will not be replaced. The trees which were uprooted damaged the irrigation and as such plant materials died. All the dead plants have been removed. The Palm trees were pruned last week and they will be staked this week. Pressure washing has occurred, and painting will begin soon to match the Cypress Falls monument color. Plants and sod will go in shortly.

**A. Resolution 2023-08, Authorizing a Settlement Agreement for Delinquent Assessments for Parcels A and F**

- Discussion was had regarding the settlement agreement for delinquent assessments for Parcels A and F. The single goal of this settlement agreement is to elevate the CDD out of default and set the district as whole so that, when possible, in the future the CDD will be able to refinance the Bond to save the CDD residents money at the same time to not extend the bond maturity date.

On MOTION by Mr. Impastato seconded by Mr. Tinkham, with Mr. Impastato, Mr. Tinkham, Mr. Ripatrazzone, and Mr. Bucciero voting AYE and Mr. Richardson voting NAY, Resolution 2023-08, Authorizing a Settlement Agreement for Delinquent Assessment for Parcels A and F was adopted. 4-1

**EIGHTH ORDER OF BUSINESS**

**Supervisors' Requests**

None.

**NINTH ORDER OF BUISNESS**

**Adjournment**

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

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Secretary

**3B.**



**THE WOODLANDS**  
Community Development District

**Financial Report**

*September 30, 2023*

**Prepared by**



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**THE WOODLANDS**  
Community Development District

**Financial Statements**

(Unaudited)

*September 30, 2023*

**Balance Sheet**  
September 30, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>SERIES 2004A DEBT SERVICE FUND</b>	<b>TOTAL</b>
<b><u>ASSETS</u></b>			
Cash - Checking Account	\$ 58,242	\$ -	\$ 58,242
Assessments Receivable	-	3,223,329	3,223,329
Allow-Doubtful Collections	-	(3,223,329)	(3,223,329)
Investments:			
Money Market Account	2,039,556	-	2,039,556
Prepayment Account A	-	90,000	90,000
Reserve Fund A	-	18,327	18,327
Revenue Fund A	-	42,886	42,886
Deposits	500	-	500
<b>TOTAL ASSETS</b>	<b>\$ 2,098,298</b>	<b>\$ 151,213</b>	<b>\$ 2,249,511</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 7,457	\$ -	\$ 7,457
Accrued Expenses	-	1,000	1,000
Mature Bonds Payable	-	1,182,908	1,182,908
<b>TOTAL LIABILITIES</b>	<b>7,457</b>	<b>1,183,908</b>	<b>1,191,365</b>
<b><u>FUND BALANCES</u></b>			
<b>Nonspendable:</b>			
Deposits	500	-	500
<b>Assigned to:</b>			
Operating Reserves	54,617	-	54,617
Reserves - Attorney	605,971	-	605,971
Reserves - Lakes	60,000	-	60,000
Reserves - Pump Stations	270,000	-	270,000
<b>Unassigned:</b>	1,099,753	(1,032,695)	67,058
<b>TOTAL FUND BALANCES</b>	<b>\$ 2,090,841</b>	<b>\$ (1,032,695)</b>	<b>\$ 1,058,146</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 2,098,298</b>	<b>\$ 151,213</b>	<b>\$ 2,249,511</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>	<b>SEP-23 ACTUAL</b>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 10,000	\$ 68,705	687.05%	\$ 8,560
Special Assmnts- Tax Collector	240,598	240,598	100.00%	-
Special Assmnts- Discounts	(9,630)	(9,011)	93.57%	-
Other Miscellaneous Revenues	-	6,707	0.00%	-
<b>TOTAL REVENUES</b>	<b>240,968</b>	<b>306,999</b>	<b>127.40%</b>	<b>8,560</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	5,000	4,000	80.00%	-
FICA Taxes	383	306	79.90%	-
ProfServ-Engineering	10,000	23,203	232.03%	400
ProfServ-Legal Services	10,000	5,012	50.12%	-
ProfServ-Mgmt Consulting	44,684	44,684	100.00%	3,724
ProfServ-Web Site Development	1,553	1,553	100.00%	-
Auditing Services	5,000	4,700	94.00%	-
Postage and Freight	300	466	155.33%	37
Insurance - General Liability	29,795	26,822	90.02%	-
Printing and Binding	250	90	36.00%	-
Legal Advertising	1,000	975	97.50%	-
Miscellaneous Services	500	540	108.00%	90
Misc-Assessment Collection Cost	3,609	2,769	76.72%	(704)
Office Supplies	1,193	1,018	85.33%	84
Annual District Filing Fee	175	175	100.00%	-
<b>Total Administration</b>	<b>113,442</b>	<b>116,313</b>	<b>102.53%</b>	<b>3,631</b>

**Field**

ProfServ-Field Management	18,046	18,046	100.00%	1,504
Communication - Teleph - Field	7,000	7,755	110.79%	689
Electricity - Entrance	180	364	202.22%	27
Misc-Contingency	1,000	16,703	1670.30%	-
<b>Total Field</b>	<b>26,226</b>	<b>42,868</b>	<b>163.46%</b>	<b>2,220</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-23 ACTUAL
<b><u>Landscape Services</u></b>				
Contracts-Landscape	9,600	34,296	357.25%	-
Utility - Pump Station	46,000	64,435	140.08%	5,956
R&M-Pumps-Cypress Falls	9,000	23,687	263.19%	-
R&M-Pumps-Cedar Grove	9,000	24,165	268.50%	613
R&M-Pumps-Panacea	5,200	-	0.00%	-
<b>Total Landscape Services</b>	<b>78,800</b>	<b>146,583</b>	<b>186.02%</b>	<b>6,569</b>
<b><u>Reserves</u></b>				
Reserve - Lakes	2,500	-	0.00%	-
Pump Station Reserve	20,000	-	0.00%	-
<b>Total Reserves</b>	<b>22,500</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>240,968</b>	<b>305,764</b>	<b>126.89%</b>	<b>12,420</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	1,235	0.00%	(3,860)
Net change in fund balance	\$ -	\$ 1,235	0.00%	\$ (3,860)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>2,089,606</b>	<b>2,089,606</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 2,089,606</b>	<b>\$ 2,090,841</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-23 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ 61,749	0.00%	\$ 577
Special Assmnts- Tax Collector	1,109,609	1,097,070	98.87%	-
Special Assmnts- Prepayment	-	160,461	0.00%	8,628
Special Assmnts- CDD Collected	960,900	730,662	76.04%	-
Special Assmnts- Delinquent	-	1,214,125	0.00%	-
Special Assmnts- Discounts	(44,385)	(42,109)	94.87%	-
<b>TOTAL REVENUES</b>	<b>2,026,124</b>	<b>3,221,958</b>	<b>159.02%</b>	<b>9,205</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
ProfServ-Arbitrage Rebate	600	600	100.00%	-
ProfServ-Dissemination Agent	1,000	1,000	100.00%	1,000
ProfServ-Trustee Fees	9,000	5,175	57.50%	-
Misc-Assessment Collection Cost	16,644	10,125	60.83%	(5,700)
<b>Total Administration</b>	<b>27,244</b>	<b>16,900</b>	<b>62.03%</b>	<b>(4,700)</b>
<b>Debt Service</b>				
Principal Debt Retirement	945,000	1,080,000	114.29%	-
Interest Expense	984,675	1,373,296	139.47%	-
<b>Total Debt Service</b>	<b>1,929,675</b>	<b>2,453,296</b>	<b>127.14%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>1,956,919</b>	<b>2,470,196</b>	<b>126.23%</b>	<b>(4,700)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	69,205	751,762	0.00%	13,905
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	69,205	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>69,205</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 69,205	\$ 751,762	0.00%	\$ 13,905
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>(1,784,457)</b>	<b>(1,784,457)</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ (1,715,252)</b>	<b>\$ (1,032,695)</b>		

**THE WOODLANDS**  
**Community Development District**

**Supporting Schedules**

*September 30, 2023*



# 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
01/31/23	18,883	610	288	19,780	2,176	17,604
02/28/23	22,087	559	336	22,982	2,528	20,454
03/31/23	5,711	59	87	5,857	644	5,213
04/28/23	25,492	8	388	25,888	2,954	22,933
05/31/23	883	(26)	13	870	120	750
06/30/23	8,171	(314)	124	7,981	5,211	2,770
09/01/23 (1)	-	-	(6,404)	-	-	-
<b>Sub-Total</b>	<b>\$ 1,026,304</b>	<b>\$ 40,928</b>	<b>\$ 9,225</b>	<b>\$ 1,082,860</b>	<b>\$ 123,579</b>	<b>\$ 959,281</b>

On Roll <i>Developer</i> 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	-
01/31/23	11,879	503	181	12,563	12,563	-
01/31/23	9,116	386	139	9,640	9,640	-
01/31/23	11,277	477	172	11,925	11,925	-
<b>Sub-Total</b>	<b>\$ 240,946</b>	<b>\$ 10,192</b>	<b>\$ 3,669</b>	<b>\$ 254,808</b>	<b>\$ 117,019</b>	<b>\$ 137,789</b>

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

**Total On-Roll Assessments Collected** 1,337,669 240,598 1,097,070

<b>Total On-Roll Assessments Outstanding</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
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% COLLECTED

100%

100%

100%

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

(1) Excess Fee Refund

**THE WOODLANDS**  
Community Development District

**Cash and Investment Report**  
*September 30, 2023*

**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%	\$ 58,242
Money Market Acct-Legal	BankUnited	Public Funds Money Market - #2685	n/a	5.25%	\$ 628,333
Money Market Acct-Operating	BankUnited	Public Funds Money Market - #3624	n/a	5.25%	1,411,223
		MMA Sub-total			<u>\$ 2,039,556</u>
		<b>GF Subtotal</b>			<u>\$ 2,097,798</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	4.49%	\$ 90,000
Series 2004A Reserve Acct	Wells Fargo	Blackrock Institutional Funds T-Funds #30	n/a	4.49%	18,327
Series 2004A Revenue Fund	Wells Fargo	Blackrock Institutional Funds T-Funds #30	n/a	4.49%	42,886
		<b>DS Subtotal</b>			<u>\$ 151,212</u>
		<b>Total</b>			<u><u>\$ 2,249,011</u></u>

**THE WOODLANDS**

Community Development District

**Payment Register by Fund  
For the Period from 4/1/2023 to 9/30/2023  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	759	04/07/23	BRIGHTVIEW LANDSCAPING	8340084	APRIL 2023 - EXTERIOR MAINT	Contracts-Landscape	534050-53902	\$800.00
001	760	04/07/23	BRLETIC DVORAK INC	1063	3/14-3/23/23 ENG'G SVCS	ProfServ-Engineering	531013-51501	\$172.50
001	761	04/07/23	FEDEX	8-081-57879	3/22/23 FedEx (WF Bank)	Postage and Freight	541006-51301	\$17.78
001	762	04/07/23	HOOVER PUMPING SYSTEMS INC	173144	CG1 Shallow Refill Well 8416-Rplc HMI Front Panel	R&M-Pumps-Cedar Grove	546252-53902	\$1,509.47
001	763	04/07/23	INSIGHT IRRIGATION LLC	1878	IRRIGATION MONITORING-APRIL 2023	Utility - Pump Station	543015-53902	\$350.00
001	765	04/12/23	McDIRMIT & DAVIS C.P.A.	55049	AUDIT FYE 9/30/22	Auditing Services	532002-51301	\$4,700.00
001	766	04/18/23	CA FLORIDA HOLDINGS LLC	0005433576	Notice of 4/18/23 PH (3/17, 3/24/23) #528928	Legal Advertising	548002-51301	\$880.65
001	767	04/18/23	COMPLETE I.T.	10730	GOOGLE FOR BUSINESS EMAILS	Office Supplies	551002-51301	\$83.70
001	768	04/18/23	HOOVER PUMPING SYSTEMS INC	173400	CG1 Shallow Refill Well 8416-sweater leak rprd	R&M-Pumps-Cedar Grove	546252-53902	\$384.99
001	774	05/11/23	BRLETIC DVORAK INC	1088	4/3-4/28/23 ENG'G SVCS	ProfServ-Engineering	531013-51501	\$5,027.50
001	776	05/11/23	INFRAMARK, LLC	93704	APRIL 2023 MNGT SRVCS	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,723.67
001	776	05/11/23	INFRAMARK, LLC	93704	APRIL 2023 MNGT SRVCS	ProfServ-Field Management	531016-53901	\$1,503.83
001	776	05/11/23	INFRAMARK, LLC	93704	APRIL 2023 MNGT SRVCS	Postage and Freight	541006-51301	\$6.00
001	776	05/11/23	INFRAMARK, LLC	93704	APRIL 2023 MNGT SRVCS	Printing and Binding	547001-51301	\$90.00
001	777	05/11/23	INNOTECH CONSTRUCTION SVCS	1109-73(91)	RMV Fencing, PW and Paint Monuments	Misc-Contingency	549900-53901	\$6,600.00
001	778	05/11/23	INSIGHT IRRIGATION LLC	1915	IRR MONITORING-MAY 2023	Utility - Pump Station	543015-53902	\$350.00
001	779	05/11/23	LANDSCAPE MAINTENANCE	175106	Entry Mnmnt-Prune 8 Medjool Palms/OTC injections	Contracts-Landscape	534050-53902	\$616.40
001	779	05/11/23	LANDSCAPE MAINTENANCE	175647	Monument Bush Hog & Center Median Clearing	Contracts-Landscape	534050-53902	\$4,915.75
001	779	05/11/23	LANDSCAPE MAINTENANCE	175648	Straighten & Stake 6 Medjool Palms	Contracts-Landscape	534050-53902	\$7,203.00
001	782	05/15/23	STRALEY ROBIN VERICKER	23101	GEN COUNSEL THRU 4/15/23	ProfServ-Legal Services	531023-51401	\$1,484.40
001	783	05/18/23	COMPLETE I.T.	10919	GOOGLE FOR BUSINESS EMAIL	Office Supplies	551002-51301	\$83.70
001	784	05/25/23	FEDEX	8-096-50343	3/30/23 Postage (WFB)	Postage and Freight	541006-51301	\$17.59
001	784	05/25/23	FEDEX	8-103-63407	4/6/23 FedEx (WFB)	Postage and Freight	541006-51301	\$17.51
001	784	05/25/23	FEDEX	8-110-87857	4/14/23 FedEx (WFB)	Postage and Freight	541006-51301	\$17.63
001	784	05/25/23	FEDEX	8-124-97364	4/27/23 FedEx (Wells Fargo)	Postage and Freight	541006-51301	\$17.51
001	785	05/25/23	HOOVER PUMPING SYSTEMS INC	173915	CG#2 Pump(West),ID8799/Back-flush #1valve rpr	R&M-Pumps-Cedar Grove	546252-53902	\$1,444.22
001	786	05/25/23	LANDSCAPE MAINTENANCE	175916	Irrigation Repairs & Replacements	Contracts-Landscape	534050-53902	\$1,632.36
001	788	06/02/23	HOOVER PUMPING SYSTEMS INC	174042	CG1 Deep Refill Well 8417-Svc call only. Parts req	R&M-Pumps-Cedar Grove	546252-53902	\$578.30
001	789	06/02/23	LANDSCAPE MAINTENANCE	175988	2 Palms removed (flush cut); prune entrance trees	Contracts-Landscape	534050-53902	\$1,260.00
001	790	06/08/23	BRLETIC DVORAK INC	1109	5/1-5/25/23 ENG'G SVCS	ProfServ-Engineering	531013-51501	\$3,015.00
001	791	06/08/23	FEDEX	8-139-45130	5/12/23 FedEx (WFB)	Postage and Freight	541006-51301	\$17.28
001	792	06/08/23	INSIGHT IRRIGATION LLC	1959	IRR MONITORING- JUNE 2023	Utility - Pump Station	543015-53902	\$350.00
001	793	06/16/23	FEDEX	8-147-04993	5/18/23 FedEx (WFB)	Postage and Freight	541006-51301	\$17.21
001	794	06/16/23	INFRAMARK, LLC	95206	MAY 2023 MGMNT SVCS	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,723.67
001	794	06/16/23	INFRAMARK, LLC	95206	MAY 2023 MGMNT SVCS	ProfServ-Field Management	531016-53901	\$1,503.83
001	794	06/16/23	INFRAMARK, LLC	95206	MAY 2023 MGMNT SVCS	Postage and Freight	541006-51301	\$9.00
001	794	06/16/23	INFRAMARK, LLC	95206	MAY 2023 MGMNT SVCS	Office Supplies	551002-51301	\$14.00
001	794	06/16/23	INFRAMARK, LLC	95206	MAY 2023 MGMNT SVCS	Miscellaneous Services	549001-51301	\$90.00
001	795	06/29/23	COMPLETE I.T.	11117	GOOGLE BUSINESS EMAIL ACCTS	Office Supplies	551002-51301	\$83.70
001	796	06/29/23	HOOVER PUMPING SYSTEMS INC	174492	CG#2 Pump(West),ID8799/Rplc filter transition/back	R&M-Pumps-Cedar Grove	546252-53902	\$1,137.49
001	796	06/29/23	HOOVER PUMPING SYSTEMS INC	174352	CG1 Shallow Refill Well 8416-Flow Meter Upgrade	R&M-Pumps-Cedar Grove	546252-53902	\$2,873.21
001	796	06/29/23	HOOVER PUMPING SYSTEMS INC	174354	CG1 Deep Refill Well 8417-7.5 Hp motor & pump rplc	R&M-Pumps-Cedar Grove	546252-53902	\$9,015.16
001	797	06/29/23	STRALEY ROBIN VERICKER	23252	LEGAL COUNSEL THRU 5/15/23	ProfServ-Legal Services	531023-51401	\$675.50
001	798	07/14/23	INFRAMARK, LLC	97049	JUNE 2023 MGMNT SVCS	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,723.67
001	798	07/14/23	INFRAMARK, LLC	97049	JUNE 2023 MGMNT SVCS	ProfServ-Field Management	531016-53901	\$1,503.83
001	798	07/14/23	INFRAMARK, LLC	97049	JUNE 2023 MGMNT SVCS	Postage and Freight	541006-51301	\$11.00

**THE WOODLANDS**

Community Development District

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Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	798	07/14/23	INFRAMARK, LLC	97049	JUNE 2023 MGMNT SVCS	Miscellaneous Services	549001-51301	\$90.00
001	799	07/14/23	INSIGHT IRRIGATION LLC	1992	IRR MONITORING- JULY 2023	Utility - Pump Station	543015-53902	\$350.00
001	800	07/14/23	SITE MASTERS OF FL LLC	060623-1	50% Deposit - Panacea Inlet Repair	Misc-Contingency	549900-53901	\$3,200.00
001	801	07/21/23	BRLETIC DVORAK INC	1149	6/7-6/30/23 ENG'G SRVCS	ProfServ-Engineering	531013-51501	\$1,890.00
001	802	07/21/23	COMPLETE I.T.	11306	GOOGLE FOR BUSINESS EMAIL ACCOUNTS	Office Supplies	551002-51301	\$83.70
001	803	07/21/23	HOOVER PUMPING SYSTEMS INC	174737	CFPB #3Deep Refill# 8419/Replc HMI with cover	R&M-Pumps-Cypress Falls	546251-53902	\$1,668.58
001	804	07/27/23	FEDEX	8-188-46003	6/29/23 FedEx (WFB)	Postage and Freight	541006-51301	\$17.33
001	805	07/27/23	HOOVER PUMPING SYSTEMS INC	174950	CG#2 ID 8799/Rplc# 3, 5 housings, rplc# 4 bkflush	R&M-Pumps-Cedar Grove	546252-53902	\$953.59
001	805	07/27/23	HOOVER PUMPING SYSTEMS INC	174814	CG#2 ID 8799/Filter Disc Cleaning	R&M-Pumps-Cedar Grove	546252-53902	\$2,017.60
001	805	07/27/23	HOOVER PUMPING SYSTEMS INC	174958	CF2 Clbhse Pump ID 8264/Filter disc cleaning	R&M-Pumps-Cypress Falls	546251-53902	\$1,144.00
001	805	07/27/23	HOOVER PUMPING SYSTEMS INC	175057	CF Pump #1 Ent ID8385/Rplc Rain Bucket	R&M-Pumps-Cypress Falls	546251-53902	\$381.00
001	806	08/09/23	INFRAMARK, LLC	98464	JULY 2023 MGMNT SVCS	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,723.67
001	806	08/09/23	INFRAMARK, LLC	98464	JULY 2023 MGMNT SVCS	ProfServ-Field Management	531016-53901	\$1,503.83
001	806	08/09/23	INFRAMARK, LLC	98464	JULY 2023 MGMNT SVCS	Postage and Freight	541006-51301	\$5.40
001	806	08/09/23	INFRAMARK, LLC	98464	JULY 2023 MGMNT SVCS	Miscellaneous Services	549001-51301	\$90.00
001	807	08/09/23	INSIGHT IRRIGATION LLC	2030	AUG 2023 IRR MONITORING	Utility - Pump Station	543015-53902	\$350.00
001	808	08/09/23	STRALEY ROBIN VERICKER	23399	Draft Parcel A & F Settlement Agreement 6.16.23	ProfServ-Legal Services	531023-51401	\$579.50
001	809	08/15/23	BRLETIC DVORAK INC	1163	07/11/23-08/04/23 ENG'G SVCS	ProfServ-Engineering	531013-51501	\$745.00
001	810	08/15/23	RADCLIFFE UNDERBRUSHING LLC	2656	5/9/2023 Mulch 10' wide on pond berms	Contracts-Landscape	534050-53902	\$13,068.00
001	811	08/24/23	COMPLETE I.T.	11525	GOOGLE FOR BUSINESS EMAIL ACCTS	Office Supplies	551002-51301	\$83.70
001	812	09/05/23	FEDEX	8-231-85208	8/16/23 FedEx (Wells Fargo)	Postage and Freight	541006-51301	\$17.82
001	813	09/05/23	HOOVER PUMPING SYSTEMS INC	175181	CF Pump #1 Ent ID8385/Filter disc cleaning	R&M-Pumps-Cypress Falls	546251-53902	\$1,133.00
001	813	09/05/23	HOOVER PUMPING SYSTEMS INC	175219	CG#2 ID 8799/Rplc# 1 Backflush	R&M-Pumps-Cedar Grove	546252-53902	\$1,025.99
001	814	09/05/23	INFRAMARK, LLC	99980	AUG 2023 MGMNT SVCS	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,723.67
001	814	09/05/23	INFRAMARK, LLC	99980	AUG 2023 MGMNT SVCS	ProfServ-Field Management	531016-53901	\$1,503.83
001	814	09/05/23	INFRAMARK, LLC	99980	AUG 2023 MGMNT SVCS	Postage and Freight	541006-51301	\$5.04
001	814	09/05/23	INFRAMARK, LLC	99980	AUG 2023 MGMNT SVCS	Miscellaneous Services	549001-51301	\$90.00
001	815	09/05/23	INSIGHT IRRIGATION LLC	2068	SEPT 2023 IRR MONITORING	Utility - Pump Station	543015-53902	\$350.00
001	816	09/05/23	SITE MASTERS OF FL LLC	082323-3	Final Pymt - Panacea Inlet Repair	Misc-Contingency	549900-53901	\$3,200.00
001	817	09/05/23	STRALEY ROBIN VERICKER	23533	LEGAL COUNSEL THRU 8/15/23	ProfServ-Legal Services	531023-51401	\$52.50
001	818	09/12/23	BRLETIC DVORAK INC	1196	08/16/23-08/28/23 ENG'G SVCS	ProfServ-Engineering	531013-51501	\$1,215.00
001	821	09/27/23	INFRAMARK, LLC	101247	SEPT 2023 MGMNT SVCS	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,723.67
001	821	09/27/23	INFRAMARK, LLC	101247	SEPT 2023 MGMNT SVCS	ProfServ-Field Management	531016-53901	\$1,503.83
001	821	09/27/23	INFRAMARK, LLC	101247	SEPT 2023 MGMNT SVCS	Miscellaneous Services	549001-51301	\$90.00
001	DD255	04/01/23	FPL - ACH	022223 ACH.	FPL BILL PRD 1/24/23-2/22/23 (2 ACCTS)	Utility - Pump Station	543015-53902	\$119.07
001	DD256	04/12/23	FRONTIER ACH	031923-1075 ACH	3/19-4/18/23 Acct 941-240-5997-013107-5	Communication - Teleph - Field	541005-53901	\$645.64
001	DD258	05/15/23	FRONTIER ACH	041923-1075 ACH	4/19-5/18/23 Acct 941-240-5997-013107-5	Communication - Teleph - Field	541005-53901	\$637.74
001	DD259	04/24/23	FPL - ACH	032423 ACH	FPL BILL PRD 2/22-3/24/23	Utility - Pump Station	543015-53902	\$431.57
001	DD259	04/24/23	FPL - ACH	032423 ACH	FPL BILL PRD 2/22-3/24/23	Electricity - Entrance	543008-53901	\$26.32
001	DD259	04/24/23	FPL - ACH	032323 ACH	TO CORRECT ACH POSTING 42423	Utility - Pump Station	543015-53902	(\$145.39)
001	DD260	04/06/23	FPL - ACH	032423ACH	FPL BILL PRD 2/22-3/24/23	Utility - Pump Station	543015-53902	\$5,204.60
001	DD260	04/06/23	FPL - ACH	032423ACH	FPL BILL PRD 2/22-3/24/23	Electricity - Entrance	543008-53901	\$27.32
001	DD260	04/06/23	FPL - ACH	032423 ACH	TO CORRECT ACH POSTING	Utility - Pump Station	543015-53902	(\$119.07)
001	DD261	06/12/23	FRONTIER ACH	051923-1075 ACH	5/19/23-6/18/23 Acct 941-240-5997-013107-5	Communication - Teleph - Field	541005-53901	\$638.91
001	DD262	05/16/23	FPL - ACH	042523 ACH	FPL BILL PRD 3/24-4/25/23	Utility - Pump Station	543015-53902	\$8,252.10
001	DD262	05/16/23	FPL - ACH	042523 ACH	FPL BILL PRD 3/24-4/25/23	Electricity - Entrance	543008-53901	\$35.95
001	DD263	06/14/23	FPL - ACH	052423 ACH	FPL SERVICE DATE 4/25-5/24/23	Utility - Pump Station	543015-53902	\$6,358.13
001	DD263	06/14/23	FPL - ACH	052423 ACH	FPL SERVICE DATE 4/25-5/24/23	Electricity - Entrance	543008-53901	\$27.41

**THE WOODLANDS**

Community Development District

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001	DD264	07/13/23	FRONTIER ACH	061923-1075 ACH	6/19/23-7/18/23 Acct 941-240-5997-013107-5	Communication - Teleph - Field	541005-53901	\$666.93
001	DD265	07/27/23	FPL - ACH	062323 ACH	5/24-6/23/23 FPL SERVICE	Utility - Pump Station	543015-53902	\$5,606.51
001	DD265	07/27/23	FPL - ACH	062323 ACH	5/24-6/23/23 FPL SERVICE	Electricity - Entrance	543008-53901	\$27.21
001	DD266	08/14/23	FRONTIER ACH	071923-1075 ACH	7/19/23-8/18/23 Acct 941-240-5997-013107-5	Communication - Teleph - Field	541005-53901	\$662.91
001	DD267	08/06/23	FPL - ACH	072523 ACH	FPL BILL PRD 6/23-7/25/23	Electricity - Entrance	543008-53901	\$27.21
001	DD267	08/06/23	FPL - ACH	072523 ACH	FPL BILL PRD 6/23-7/25/23	Utility - Pump Station	543015-53902	\$5,907.39
001	DD268	09/12/23	FPL - ACH	082423 ACH	7/25-8/24/23 FPL SERVICE	Utility - Pump Station	543015-53902	\$5,312.11
001	DD268	09/12/23	FPL - ACH	082423 ACH	7/25-8/24/23 FPL SERVICE	Electricity - Entrance	543008-53901	\$27.21
001	DD269	09/12/23	FRONTIER ACH	081923-1075	8/19/23-9/18/23 Acct 941-240-5997-013107-5	Communication - Teleph - Field	541005-53901	\$688.77
001	769	04/20/23	CARL A. IMPASTATO	PAYROLL	April 20, 2023 Payroll Posting			\$184.70
001	770	04/20/23	LAWRENCE H. TINKHAM	PAYROLL	April 20, 2023 Payroll Posting			\$184.70
001	771	04/20/23	WILLIAM RICHARDSON	PAYROLL	April 20, 2023 Payroll Posting			\$184.70
001	772	04/20/23	ELIO M. BUCCIERO	PAYROLL	April 20, 2023 Payroll Posting			\$184.70
001	773	04/20/23	ROBERT M. RIPATRAZONE	PAYROLL	April 20, 2023 Payroll Posting			\$184.70
<b>Fund Total</b>								<b>\$164,821.31</b>

**SERIES 2004A DEBT SERVICE FUND - 201**

201	764	04/07/23	WELLS FARGO BANK	040523-5987	TRFR FY23 DS ASSMNTS	Due to Other Funds	131000	\$24,140.62
201	780	05/11/23	WELLS FARGO BANK	050123-5987	TRFR FY23 DS ASSMNTS	Due to Other Funds	131000	\$22,582.40
201	787	06/02/23	COMPUTER SHARE	2218404	2023/4 Extraordinary Admin	ProfServ-Trustee Fees	531045-51301	\$175.00
201	819	09/15/23	WELLS FARGO BANK	090723-5987	TFR FY 23DS ASSMENTS	Due to Other Funds	131000	\$9,121.09
<b>Fund Total</b>								<b>\$56,019.11</b>

<b>Total Payments</b>	<b>\$220,840.42</b>
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**3C**



Ron Turner  
**Supervisor of Elections**  
Sarasota County: *Our County. Our Vote.*

Agenda Page 23

April 21, 2023

Sandra H. Demarco  
Recording Manager  
Inframark Management Services  
210 N University Drive, Suite 702  
Coral Springs, Florida 33071

Subject: Qualified Registered Electors for The Woodlands CDD

Dear Sandra:

Listed below is the total number of qualified registered electors for The Woodlands Community Development District as of April 15, 2023.

Precinct: 313.1      Voters: 1,651

Sincerely,

Ron Turner  
Supervisor of Elections  
Sarasota County, Florida

RT/alp

**3D.**





**Date:** 6/9/2023

**Phone:**

**To:** Woodlands CDD  
Mark Vega

**Subject:** Hoover Maintenance Agreement, MA#5993

**Contract Term:** 24 months 10/1/2023 - 9/30/2025

**Site IDs:** #8264, #8331, #8384, #8385, #8414, #8415, #8416, #8417, #8418, #8419, #8420, #8421, #8799, #8867, #8868

**The Hoover Maintenance Program** includes 2 preventative maintenance site visits per year by a Hoover Certified Pump Technician. The following preventative maintenance will be furnished for each pump system as required:

- **Priority Scheduling** - When repair service is required, no standard diagnostic fee for evaluation will be charged - only time and materials will apply.
- **Pump Control Panel** - Test control logic, torque electrical connections to specification, treat components with anti-oxidant protective spray, test and replace surge protection components, check HMI.
- **Variable Frequency Drive(s)** (if applicable) - Test and confirm proper operation. Change parameters if required.
- **Pump motor(s)** - Service bearings, check operation and current draw against specification, check motor connections.
- **Pump(s)** - Check condition of seal. Confirm flow and pressure performance.
- **Air Conditioner** (if applicable) - Check and confirm proper operation. Clean filter.
- **Control Valve** (if applicable) - Check pilots and service. Clean filter. Calibrate valve and replace worn diaphragm if required.
- **Flow Meter** (if applicable) - Test flow meter and pressure transducer for proper operation. Calibrate flow meter as required by Florida Water Management District upon client request.
- **Pressure Tank** (if applicable) - Check and adjust tank precharge pressure as required.
- **Suction Intake** (if applicable) - Evaluate intake performance and recommend screen cleaning as required.
- **Discharge Filter** (if applicable) - Check operation, clean command filters, and flush tubing.
- **Rain Bucket** (if applicable) - Check operation. Replace filter. Clean bucket.
- **UPS Battery** (if applicable) - Check condition.
- **RCS** (if applicable) - Check pilot operation and service. Replace worn diaphragm on shutoff valve if required.
- **Level Transducer** (if applicable) - Check operation and reporting.
- **Tubing** - Flush tubing to hydraulic controls.
- **Gauges** - Replace as needed.
- **Fiberglass Enclosure** (if applicable) - Check lockable handle, hinges and opening mechanism.
- **Report** - To be submitted upon completion of service call with findings and recommendations.

The following items are excluded from the Hoover Maintenance Program:

- Suction intake cleaning or adjustments due to changing water levels
- Repairs due to failure of any electrical or mechanical components due to mistreatment of the system and other causes not covered by Hoover Pumping Systems warranty



**Date:** 6/9/2023

**Phone:**

**To:** Woodlands CDD  
Mark Vega

**Subject:** Hoover Maintenance Agreement, MA#5993

**Contract Term:** 24 months 10/1/2023 - 9/30/2025

**Site IDs:** #8264, #8331, #8384, #8385, #8414, #8415, #8416, #8417, #8418, #8419, #8420, #8421, #8799, #8867, #8868

- Repairs due to failures or recurring problems caused by poor water quality including chemical or biological fouling or field irrigation system problems
- Repairs due to vandalism, accidents, negligence or natural events including wind, flood, power surge and lightning
- Repairs due to operating the irrigation system in a manner that exceeds the limits of pump system design performance, or due to repeated rapid cycling of pump system due to irrigation system leaks.
- Disc-Filter cleaning not included

**For Hoover Flowguard pump systems the Hoover Maintenance Program includes:**

- **24/7 Control** and remote automatic monitoring of the irrigation and pump system
- **Automated system alerts** and warnings via e-mail, proactive system support, and up to 8 hours assistance from the Hoover Help Desk.
- **Broadband Internet Service Connection.**
- **Graphical web display** of Water Management system status, alarm enunciators, controls, history, trends, data logs, maintenance alerts, service counters, and configuration.
- **Unlimited Free webinars** to learn best practices for using Flowguard.
- **Water restriction controls** to prevent over/under watering, save energy and water consumption, and rapid cycling due to field issues.
- **Remote system Shut-down** and Reset features with shutoff valves.
- **Protection features** to indicate low pressure, high flow rate including automatic, adjustable shut down.
- **Printable water management usage reports** for graphing, events, usage, and configurations.

**The following are the Flowguard Sites on this agreement**

<b>Site ID</b>	<b>Site Name</b>	<b>Model #</b>
8264	Cypress Falls Pump #2 Clubhouse	HC2F-25PDV-460/3-FHMR3L-Z
8331	Cedar Grove - Pump #1 (East)	HC2F-25PDV-460/3-HMR3L-Z
8384	Cypress Falls Pump #3 - Plantation Blvd.	HC2F-25PDV-460/3-FHMR3L-Z
8385	Cypress Falls Pump #1 - Entrance	HC2F-25PDV-460/3-FHMR3L-Z
8414	Cypress Falls Pump#2 Clubhouse Shallow Refill Well	HS-7.5CS-460/3-MR3W-Z
8415	Cypress Falls Pump#2 Clubhouse Deep Refill Well	HS-7.5CS-460/3-MR3W-Z
8416	Cedar Grove #1 Shallow Refill Well	HS-7.5CS-460/3-MR3W-Z
8417	Cedar Grove #1 Deep Refill Well	HS-7.5CS-460/3-MR3W-Z
8418	Cypress Falls #3 Plantation Blvd. Shallow Refill Well	HS-7.5CS-460/3-MR3W-Z
8419	Cypress Falls #3 Plantation Blvd. Deep Refill Well	HS-7.5CS-460/3-MR3W-Z
8420	Cypress Falls #1 Entrance Shallow Refill Well	HS-7.5CS-460/3-MR3W-Z
8421	Cypress Falls #1 Entrance Deep Refill Well	HS-7.5CS-460/3-MR3W-Z
8799	Cedar Grove Pump #2 (West)	HC2F-25PDV-460/3-FHMR3L-Z
8867	Cedar Grove #2 Shallow Refill Well	HS-7.5CS-460/3-MR3W-Z
8868	Cedar Grove #2 Deep Refill Well	HS-7.5CS-460/3-MR3W-Z

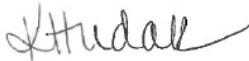
Lump Sum Price	\$68,115.00
Discount for 3 or more stations	\$3,405.75
Additional Adjustment Legacy Volume Discount	\$19,321.00
Total Lump Sum Price	\$45,388.25

**\*\*Save Time and Costs** of additional service visits by pre-authorizing a Hoover tech to repair non-maintenance related, system performance, or safety-critical component problems while on site for maintenance. Please select ONE of two options:

- ☒ YES, I authorize Hoover to complete non-maintenance related repairs up to \$2500.00 while on site during a Maintenance visit. *The Hoover Technician will call the on-site manager to discuss the repair prior to completing the work. For repairs exceeding \$2500.00, approval will be obtained immediately or in advance.*
- ☐ NO, I want to approve each non-maintenance related repair. If an authorized manager is not available to provide immediate approval, an additional service visit will be scheduled after approval is obtained.

**Terms:** This agreement is automatically renewable for one year unless written notice is provided by either party 30 days prior to its expiration. We still require a signed copy for our records. Hoover Pumping systems Standard Terms and Conditions of Sales will apply.

Accepted by:  
Hoover Pumping Systems



\_\_\_\_\_  
Kim Hudak 6/9/2023

Accepted by:  
Woodlands CDD



\_\_\_\_\_  
Signature/Date

Mark A. Vega, Secretary

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
P.O. Number (if required)

**3E.**

November 7, 2023

Board of Supervisors  
*The Woodlands Community Development District*  
210 N. University Drive, Suite 702  
Coral Springs, FL 33071

The following represents our understanding of the services we will provide *The Woodlands Community Development District*.

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of *The Woodlands Community Development District*, as of September 30, 2023, and for the year then ended and the related notes, which collectively comprise *The Woodlands Community Development District's* basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

#### **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and Chapter 10.550, *Rules of the Auditor General*. As part of an audit in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, *Rules of the Auditor General*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *The Woodlands Community Development District's* compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Management Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### **Nonattest Services**

With respect to any nonattest services we perform, such as drafting the financial statements, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including Government Auditing Standards
- The nonattest services are limited to the drafting of financial statements as previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of the preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

### **Reporting**

We will issue a written report upon completion of our audit of *The Woodlands Community Development District's* basic financial statements. Our report will be addressed to the governing body of *The Woodlands Community Development District*. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will also issue a written report on the District's compliance with the requirements of Section 218.415, Florida Statutes upon completion of our audit.

### **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.



### **Provisions of Engagement Administration, Timing and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in December 2023 and the audit reports and all corresponding reports will be issued no later than March 31, 2024.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDirmit Davis, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be \$4,700 for the year ended September 30, 2023, unless the scope of the engagement is changed; the assistance that *The Woodlands Community Development District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

Our invoices for fees shall be rendered upon completion of the work, shall provide sufficient detail to demonstrate that fees charged are solely for the specified services as actually rendered and shall demonstrate compliance with the terms of this agreement.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for one additional year subject to the mutual agreement by both parties to the terms and fees for such renewal. The District agrees that Auditor may terminate this Agreement with or without cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Auditor agrees that the District may terminate this Agreement immediately with cause. Auditor further agrees that the District may terminate this Agreement by providing thirty (30) days' written notice of termination to Auditor. Upon any termination of this Agreement, Auditor shall be entitled to payment for all work and/or services rendered up until the effective termination date, subject to whatever claims or off-sets the District may have against Auditor.

Whenever possible, we will attempt to use *The Woodlands Community Development District's* personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

### **Public Records**

Auditor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and. Accordingly, Auditor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Auditor acknowledges that the designated public records custodian for the District is INFRAMARK ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Auditor 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 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 Auditor 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 Auditor'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 Auditor, Auditor 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 AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 954-753-5841, SANDRA.DEMARCO@INFRAMARK.COM, OR AT 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.**

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*McDermitt Davis*

McDermitt Davis, LLC  
Orlando, FL

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

The Woodlands Community Development District

Acknowledged and agreed on behalf of The Woodlands Community Development District by:

---

Title: \_\_\_\_\_

**3F.**

**THE WOODLANDS**  
Community Development District  
210 N. University Drive, Suite 702  
Coral Springs, Florida 33071  
(954) 603-0033

RESOLUTION 2024-01

**WHEREAS**, the Board of Supervisors, hereinafter referred to as the "Board", of The Woodlands Community Development District, hereinafter referred to as "District", adopted a General Fund Budget for fiscal year 2023 and

**WHEREAS**, the Board desires to reallocate funds budgeted to reappropriate General Funds approved during the Fiscal Year.

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

1. The General Fund is hereby amended in accordance with Exhibit "A" attached.
2. This resolution shall become effective this 16<sup>th</sup> day of November, 2023 and be reflected in the monthly and fiscal Year End 9/30/23 Financial Statements and Audit Report of the District.

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

Chairman  
***The Woodlands CDD***

Attest:

By: \_\_\_\_\_  
Mark Vega, Secretary

**Proposed Budget Amendment**  
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>					
Interest - Investments	\$ 10,000	\$ -	\$ 10,000	\$ 68,705	\$ 58,705
Special Assmnts- Tax Collector	240,598	-	240,598	240,598	-
Special Assmnts- Discounts	(9,630)	-	(9,630)	(9,011)	619
Other Miscellaneous Revenues	-	-	-	6,707	6,707
<b>TOTAL REVENUES</b>	<b>240,968</b>	<b>-</b>	<b>240,968</b>	<b>306,999</b>	<b>66,031</b>
<b>EXPENDITURES</b>					
<b>Administration</b>					
P/R-Board of Supervisors	5,000	-	5,000	4,000	1,000
FICA Taxes	383	-	383	306	77
ProfServ-Engineering	10,000	20,000	30,000	23,203	6,797
ProfServ-Legal Services	10,000	-	10,000	5,012	4,988
ProfServ-Mgmt Consulting	44,684	-	44,684	44,684	-
ProfServ-Web Site Development	1,553	-	1,553	1,553	-
Auditing Services	5,000	-	5,000	4,700	300
Postage and Freight	300	-	300	466	(166)
Insurance - General Liability	29,795	-	29,795	26,822	2,973
Printing and Binding	250	-	250	90	160
Legal Advertising	1,000	-	1,000	975	25
Miscellaneous Services	500	-	500	540	(40)
Misc-Assessment Collection Cost	3,609	-	3,609	2,769	840
Office Supplies	1,193	-	1,193	1,018	175
Annual District Filing Fee	175	-	175	175	-
<b>Total Administration</b>	<b>113,442</b>	<b>20,000</b>	<b>133,442</b>	<b>116,313</b>	<b>17,129</b>
<b>Field</b>					
ProfServ-Field Management	18,046	-	18,046	18,046	-
Communication - Teleph - Field	7,000	-	7,000	7,755	(755)
Electricity - Entrance	180	-	180	364	(184)
Misc-Contingency	1,000	20,000	21,000	16,703	4,297
<b>Total Field</b>	<b>26,226</b>	<b>20,000</b>	<b>46,226</b>	<b>42,868</b>	<b>3,358</b>
<b>Landscape Services</b>					
Contracts-Landscape	9,600	25,000	34,600	34,296	304
Utility - Pump Station	46,000	20,000	66,000	64,435	1,565
R&M-Pumps-Cypress Falls	9,000	20,000	29,000	23,687	5,313
R&M-Pumps-Cedar Grove	9,000	20,000	29,000	24,165	4,835
R&M-Pumps-Panacea	5,200	-	5,200	-	5,200
<b>Total Landscape Services</b>	<b>78,800</b>	<b>85,000</b>	<b>163,800</b>	<b>146,583</b>	<b>17,217</b>
<b>Reserves</b>					
Reserve - Lakes	2,500	-	2,500	-	2,500
Pump Station Reserve	20,000	-	20,000	-	20,000
<b>Total Reserves</b>	<b>22,500</b>	<b>-</b>	<b>22,500</b>	<b>-</b>	<b>22,500</b>

**Proposed Budget Amendment**  
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>240,968</b>	<b>125,000</b>	<b>365,968</b>	<b>305,764</b>	<b>60,204</b>
Excess (deficiency) of revenues					
Over (under) expenditures	-	(125,000)	(125,000)	1,235	126,235
Net change in fund balance	-	(125,000)	(125,000)	1,235	126,235
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>2,089,606</b>	<b>-</b>	<b>2,089,606</b>	<b>2,089,606</b>	<b>-</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ 2,089,606</b>	<b>\$ (125,000)</b>	<b>\$ 1,964,606</b>	<b>\$ 2,090,841</b>	<b>\$ 126,235</b>

**3G.**



**THE WOODLANDS  
COMMUNITY DEVELOPMENT DISTRICT**

**Motion: Assigning Fund Balance as of 9/30/23**

**The Board hereby assigns the FY 2023 Reserves per the September 2023 Balance Sheet.**

<b>Operating Reserves/1<sup>st</sup> Qtr</b>	<b>\$ 54,617</b>
<b>Reserves – Attorney</b>	<b>\$605,971</b>
<b>Reserves – Lakes</b>	<b>\$ 60,000</b>
<b>Reserves – Pump Stations</b>	<b>\$270,000</b>

**\*\*To be approved at 11/16/23 meeting.**

**3H.**



LLS Tax Solutions Inc.  
2172 W. Nine Mile Rd.  
#352  
Pensacola, FL 32534  
Telephone: 850-754-0311  
Email: [liscott@llstax.com](mailto:liscott@llstax.com)

October 19, 2023

The Woodlands Community Development District  
c/o Inframark Infrastructure Management Services  
210 N. University Dr., Suite 702  
Coral Springs, FL 33071

Thank you for choosing LLS Tax Solutions Inc. (“LLS Tax”) to provide arbitrage services to The Woodlands Community Development District (“Client”) for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$31,615,000 The Woodlands Community Development District (City of North Port, Florida) Capital Improvement Revenue Bonds, Series 2004A

## **SCOPE OF SERVICES**

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service (“IRS”) forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

## **TAX POSITIONS AND REPORTABLE TRANSACTIONS**

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that

the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

## **PROFESSIONAL FEES AND EXPENSES**

Our professional fees for the services listed above for the three annual bond years ended December 16, 2023, December 16, 2024, and December 16, 2025, is \$1,800, which is \$600 each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

## ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,  
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:  
The Woodlands Community Development District

By: Linda L. Scott  
Linda L. Scott, CPA

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

## **Sixth Order of Business**

**6A**

**Awaiting Budget**