

FISH LAKE COVE

**COMMUNITY DEVELOPMENT
DISTRICT**

April 17, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING AND
AUDIT COMMITTEE
MEETING AGENDA**

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Fish Lake Cove Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

April 10, 2025

Board of Supervisors
Fish Lake Cove Community Development District

Dear Board Members:

The Board of Supervisors of the Fish Lake Cove Community Development District will hold a Regular Meeting and Audit Committee Meeting on April 17, 2025 at 2:00 p.m., at the Hart Memorial Library, 211 East Dakin Avenue, First Floor, Room 120-HMC, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisor, Paul Linder – Seat 3, *(the following to be provided under a separate cover)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Sample Form 1: Statement of Financial Interests/Instructions
 - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2025-12, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-13, Approving Proposed Budgets for Fiscal Year 2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
6. Consideration of Fiscal Year 2025/2026 Budget Funding Agreement
7. Consideration of Resolution 2025-06, Designating the Location of the Local District Records Office and Providing an Effective Date

ATTENDEES:

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

NOTE: Meeting Time

8. Ratification of Requisition(s) *(provided under separate cover)*
 - A. Number 1 Good-Keewin Development LLC \$512,900.00
9. Consideration of Good-Keewin Development, LLC Agreement for Construction Management and Consulting Services
10. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
11. Review of Responses to Request for Proposals (RFP) for Annual Audit Services
 - A. Affidavit of Publication
 - B. RFP Package
 - C. Respondent(s)
 - I. Berger, Toombs, Elam, Gaines & Frank
 - II. Carr, Riggs & Ingram
 - III. DiBartolomeo, McBee, Hartley & Barnes, P.A.
 - IV. Grau & Associates
 - D. Auditor Evaluation Matrix/Ranking
12. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting
13. Consider Recommendation of Audit Selection Committee
14. Review of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent
 - I. Alliant Engineering, Inc.
 - II. Boyd Civil Engineering, Inc.
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
15. Acceptance of Unaudited Financial Statements as of February 28, 2025

16. Approval of February 3, 2025 Regular Meeting Minutes

17. Staff Reports

- A. District Counsel: *Kilinski / Van Wyk PLLC*
- B. District Engineer (Interim): *Boyd Civil Engineering, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

○ UPCOMING MEETINGS

- May 15, 2025 at 2:00 PM
- June 19, 2025 at 2:00 PM
- July 17, 2025 at 2:00 PM

○ QUORUM CHECK

SEAT 1	ALLAN E KEEN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	THOMAS FRANKLIN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	PAUL LINDER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	CARSON GOOD	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JOHN GOOD	☐ IN PERSON	☐ PHONE	☐ NO

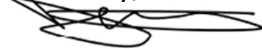
18. Board Members' Comments/Requests

19. Public Comments

20. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930.

Sincerely,



Daniel Rom
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 528 064 2804

FISH LAKE COVE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FISH LAKE
COVE COMMUNITY DEVELOPMENT DISTRICT ELECTING AND
REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF FISH LAKE COVE COMMUNITY DEVELOPMENT
DISTRICT THAT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective April 17, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of April 17, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Daniel Rom is Assistant Secretary

Kristen Thomas is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 2025.

ATTEST:

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

FISH LAKE COVE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Fish Lake Cove Community Development District ("**District**") prior to June 15, 2025, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

TIME: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the

District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

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

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

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

PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 2025.

ATTEST:

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2026

Exhibit A: Proposed Budget for Fiscal Year 2026

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
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**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Proposed Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Developer contribution	93,666	14,254	60,050	74,304	\$ 360,549
Total revenues	93,666	14,254	60,050	74,304	360,549
EXPENDITURES					
Professional & administrative					
Supervisors	6,459	1,722	3,230	4,952	6,459
Management/accounting/recording	44,000	10,000	28,000	38,000	48,000
Legal	25,000	450	5,000	5,450	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	3,500	-	-	-	5,300
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,667	-	1,167	1,167	2,000
Trustee*	-	-	-	-	3,750
EMMA software system*	-	-	-	-	3,500
Telephone	200	83	117	200	200
Postage	500	18	482	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,750	972	778	1,750	1,750
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	8,250
Contingencies/bank charges	750	255	495	750	1,500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	93,666	13,708	48,901	62,609	110,549
Field operations					
Field operations	-	-	-	-	250,000
Total field operations	-	-	-	-	250,000
Total expenditures	93,666	13,708	48,901	62,609	360,549
 Excess/(deficiency) of revenues over/(under) expenditures	-	546	11,149	11,695	-
 Fund balance - beginning (unaudited)	-	(11,695)	(11,149)	(11,695)	-
Fund balance - ending	\$ -	\$ (11,149)	\$ -	\$ -	\$ -

*These items will be realized when bonds are issued.

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 6,459
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,300
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee*	3,750
EMMA software system*	3,500
EMMA filing assistance software service license agreement with Disclosure Technology Services, LLC.	
Telephone	200
Postage	500
Telephone and fax machine.	
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	1,750
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	8,250
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Field operations	250,000
Total expenditures	<u><u>\$ 360,549</u></u>

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2025
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Proposed Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 314,998
Total revenues	-	-	-	-	314,998
EXPENDITURES					
Debt service					
Principal	-	-	-	-	70,000
Interest	-	-	29,445	29,445	246,520
Cost of issuance	-	8,952	208,690	217,642	-
Underwriter's discount	-	-	92,400	92,400	-
Total expenditures	-	8,952	330,535	339,487	316,520
Excess/(deficiency) of revenues over/(under) expenditures	-	(8,952)	(330,535)	(339,487)	(1,522)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	797,907	797,907	-
Original issue discount	-	-	(10,632)	(10,632)	-
Total other financing sources/(uses)	-	-	787,275	787,275	-
Net increase/(decrease) in fund balance	-	(8,952)	456,740	447,788	(1,522)
Fund balance:					
Beginning fund balance (unaudited)	-	(9,530)	(18,482)	(9,530)	438,258
Ending fund balance (projected)	\$ -	\$ (18,482)	\$ 438,258	\$ 438,258	436,736
Use of fund balance:					
Debt service reserve account balance (required)					(314,998)
Interest expense - November 1, 2026					(121,738)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ -

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			123,260.00	123,260.00	4,620,000.00
05/01/26	70,000.00	4.350%	123,260.00	193,260.00	4,550,000.00
11/01/26			121,737.50	121,737.50	4,550,000.00
05/01/27	70,000.00	4.350%	121,737.50	191,737.50	4,480,000.00
11/01/27			120,215.00	120,215.00	4,480,000.00
05/01/28	75,000.00	4.350%	120,215.00	195,215.00	4,405,000.00
11/01/28			118,583.75	118,583.75	4,405,000.00
05/01/29	75,000.00	4.350%	118,583.75	193,583.75	4,330,000.00
11/01/29			116,952.50	116,952.50	4,330,000.00
05/01/30	80,000.00	4.350%	116,952.50	196,952.50	4,250,000.00
11/01/30			115,212.50	115,212.50	4,250,000.00
05/01/31	85,000.00	4.350%	115,212.50	200,212.50	4,165,000.00
11/01/31			113,363.75	113,363.75	4,165,000.00
05/01/32	90,000.00	4.350%	113,363.75	203,363.75	4,075,000.00
11/01/32			111,406.25	111,406.25	4,075,000.00
05/01/33	90,000.00	5.350%	111,406.25	201,406.25	3,985,000.00
11/01/33			108,998.75	108,998.75	3,985,000.00
05/01/34	95,000.00	5.350%	108,998.75	203,998.75	3,890,000.00
11/01/34			106,457.50	106,457.50	3,890,000.00
05/01/35	100,000.00	5.350%	106,457.50	206,457.50	3,790,000.00
11/01/35			103,782.50	103,782.50	3,790,000.00
05/01/36	110,000.00	5.350%	103,782.50	213,782.50	3,680,000.00
11/01/36			100,840.00	100,840.00	3,680,000.00
05/01/37	115,000.00	5.350%	100,840.00	215,840.00	3,565,000.00
11/01/37			97,763.75	97,763.75	3,565,000.00
05/01/38	120,000.00	5.350%	97,763.75	217,763.75	3,445,000.00
11/01/38			94,553.75	94,553.75	3,445,000.00
05/01/39	125,000.00	5.350%	94,553.75	219,553.75	3,320,000.00
11/01/39			91,210.00	91,210.00	3,320,000.00
05/01/40	135,000.00	5.350%	91,210.00	226,210.00	3,185,000.00
11/01/40			87,598.75	87,598.75	3,185,000.00
05/01/41	140,000.00	5.350%	87,598.75	227,598.75	3,045,000.00
11/01/41			83,853.75	83,853.75	3,045,000.00
05/01/42	150,000.00	5.350%	83,853.75	233,853.75	2,895,000.00
11/01/42			79,841.25	79,841.25	2,895,000.00
05/01/43	155,000.00	5.350%	79,841.25	234,841.25	2,740,000.00
11/01/43			75,695.00	75,695.00	2,740,000.00
05/01/44	165,000.00	5.350%	75,695.00	240,695.00	2,575,000.00
11/01/44			71,281.25	71,281.25	2,575,000.00
05/01/45	175,000.00	5.350%	71,281.25	246,281.25	2,400,000.00
11/01/45			66,600.00	66,600.00	2,400,000.00
05/01/46	185,000.00	5.550%	66,600.00	251,600.00	2,215,000.00
11/01/46			61,466.25	61,466.25	2,215,000.00
05/01/47	195,000.00	5.550%	61,466.25	256,466.25	2,020,000.00
11/01/47			56,055.00	56,055.00	2,020,000.00
05/01/48	205,000.00	5.550%	56,055.00	261,055.00	1,815,000.00
11/01/48			50,366.25	50,366.25	1,815,000.00
05/01/49	220,000.00	5.550%	50,366.25	270,366.25	1,595,000.00
11/01/49			44,261.25	44,261.25	1,595,000.00
05/01/50	230,000.00	5.550%	44,261.25	274,261.25	1,365,000.00

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/50			37,878.75	37,878.75	1,365,000.00
05/01/51	245,000.00	5.550%	37,878.75	282,878.75	1,120,000.00
11/01/51			31,080.00	31,080.00	1,120,000.00
05/01/52	255,000.00	5.550%	31,080.00	286,080.00	865,000.00
11/01/52			24,003.75	24,003.75	865,000.00
05/01/53	270,000.00	5.550%	24,003.75	294,003.75	595,000.00
11/01/53			16,511.25	16,511.25	595,000.00
05/01/54	290,000.00	5.550%	16,511.25	306,511.25	305,000.00
11/01/54			8,463.75	8,463.75	305,000.00
05/01/55	305,000.00	5.550%	8,463.75	313,463.75	-
Total	4,620,000.00		4,878,587.50	9,498,587.50	

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll Assessments					
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
TH	315	\$ 1,144.60	\$ 999.99	\$ 2,144.59	n/a
Total	315				

FISH LAKE COVE

COMMUNITY DEVELOPMENT DISTRICT

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**FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 BUDGET FUNDING AGREEMENT**

THIS AGREEMENT (the “Agreement”) is made and entered into this 17th day of April 2025 by and between:

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

GOOD-KEEWIN DEVELOPMENT, LLC, a Florida limited liability company, with a mailing address of 174 W. Comstock Avenue, Winter Park, Florida 32789 (the “Developer”, together, the “Parties”, and separately “Party”).

RECITALS

WHEREAS, the District was established by Ordinance No. 2024-49 adopted by the County Commission of Osceola County, Florida, effective August 15, 2024, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer is the primary developer of the portions of all real property described in **Exhibit A**, attached hereto and incorporated herein by reference (the “Property”) within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2025/2026, which begins October 1, 2025 and ends September 30, 2026 (the “Budget”); and

WHEREAS, the Budget which both Parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Composite Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Composite Exhibit B**; and

WHEREAS, Developer agrees that the District activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Composite Exhibit B** to the Property; and

WHEREAS, Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Composite Exhibit B**; and

WHEREAS, Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

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

SECTION 2. Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the Budget attached hereto as **Composite Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's Budget as shown on **Composite Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

SECTION 3. The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the execution of this Agreement. If Developer fails to pay sums due according to the terms of this Agreement, at the District Manager's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner

authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

SECTION 4. This Section provides for alternative methods of collection. In the event Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

- A.** In the alternative or in addition to the collection method set forth in Section 2 above, the District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Osceola County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing Party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- B.** The District hereby finds that the activities, operations and services set forth in **Composite Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Composite Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Composite Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Osceola County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

SECTION 5. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

SECTION 6. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 7. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 8. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Sections 3 and 4 above.

SECTION 9. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agrees to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the applicable adopted Budget to fund any budgeted expenses that may arise during the remainder of the applicable fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. Developer shall give 90 days' prior written notice to the District under this Agreement of any such sale or disposition.

SECTION 10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties agree and consent to, for the purposes of venue, the exclusive jurisdiction of the courts of Osceola County, Florida.

SECTION 11. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

SECTION 12. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

SECTION 13. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 14. This Agreement shall be effective after execution by both Parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 15. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer 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, Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, 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 Developer 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 Developer'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 Developer, Developer 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. Developer acknowledges that the designated Public Records Custodian for the District is **Wrathell, Hunt and Associates, LLC**.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 16. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, electronic mail with read receipt, or overnight delivery service, to the Parties, as follows:

A. If to the District: Fish Lake Cove Community Development District
c/o Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
E-mail: romd@whhassociates.com

With copy to:

Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
E-mail: jennifer@cddlattorneys.com

B. If to Developer :

Good-Keewin Development, LLC
174 W. Comstock Avenue
Winter Park, Florida 32789
Attn: Carson Good and Allan Keen
E-mail: carsongood@goodcapital.com and
keen@keewin.net

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.

[signatures on following page]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

GOOD-KEEWIN DEVELOPMENT, LLC

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of the Property

TRACT D OF FISH LAKE – PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGES 151—152 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION OF SAID TRACT D (SUCH PORTION BEING DESCRIBED IN AND CONVEYED BY THAT CERTAIN GENERAL WARRANTY DEED FROM DIVIRGILIO FAMILY PARTNERSHIP, LTD. TO ADVENTIST HEALTH SYSTEM/SUNBELT, LTD. DATED MAY 24, 2019 AND RECORDED UNDER CFN # 2019068598 IN OFFICIAL RECORDS BOOK 5531, PAGE 569 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA), MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN N00°11'34"W ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 365.19 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°48'26"W, A DISTANCE OF 386.68 FEET TO A POINT ON THE WEST LINE OF TRACT D, FISH LAKE – PHASE 1 AS RECORDED IN PLAT BOOK 12, PAGES 151 AND 152 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT D THE FOLLOWING TWO (2) COURSES: RUN N00°11'34"W, A DISTANCE OF 125.27 FEET; THENCE RUN N47°16'38"E, A DISTANCE OF 248.76 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT 3, COBBLESTONE COMMERCIAL PLAZA AS RECORDED IN PLAT BOOK 20, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S46°55'24"E, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 279.30 FEET TO A POINT ON THE EAST LINE OF AFOREMENTIONED SECTION 30; THENCE RUN S00°11'34"E, ALONG SAID EAST LINE OF SECTION 30, A DISTANCE OF 101.98 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THAT PORTION OF SAID TRACT D (SUCH PORTION BEING DESCRIBED IN AND CONVEYED BY THAT SPECIAL WARRANTY DEED DATED OCTOBER 9, 2006 AND RECORDED UNDER CFN # 2006249548 IN OFFICIAL RECORDS BOOK 3302, PAGE 2724 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA), MORE PARTICULARLY DESCRIBED AS:

FROM A POINT OF BEGINNING AT THE NORTHEAST CORNER OF TRACT "D" OF FISH LAKE – PHASE 1, AS FILED AND RECORDED IN PLAT BOOK 12, PAGES 151 AND 152 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RUN THENCE S00°11'34" E, ALONG THE EAST LINE OF SAID TRACT "D", 191.44 FEET; RUN THENCE N46°55'24"W, 279.30 FEET; RUN THENCE N89°48'26"E, 203.37 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A DRAINAGE EASEMENT AS DESCRIBED IN O.R. BOOK 3281, PAGE 131, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 30, THENCE RUN S89°35'21"W, ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 386.69 FEET; THENCE DEPARTING SAID SOUTH LINE OF SECTION 30; RUN S00°11'34"E, A DISTANCE OF 62.82 FEET; THENCE RUN S45°01'18"W, A DISTANCE OF 135.65 FEET; THENCE RUN N67°58'50"W, A DISTANCE OF 306.69 FEET; THENCE RUN S89°38'07"W, A DISTANCE OF 309.58 FEET; THENCE RUN N66°00'42"W, A DISTANCE OF 477.28 FEET; THENCE RUN N48°12'27"W, A DISTANCE OF 311.44 FEET TO THE POINT OF BEGINNING; THENCE RUN S41°47'33"W, A DISTANCE OF 30.00 FEET; THENCE RUN N48°12'27"W, A DISTANCE OF 166.41 FEET; THENCE RUN S79°36'46"W, A DISTANCE OF 70.93 FEET; THENCE RUN S69°59'41"W, A DISTANCE OF 300.01 FEET TO A POINT ON THE EASTERLY BOUNDARY OF FUTURE TRACT B, FISH LAKE - PHASE 1; THENCE RUN N18°37'34"W, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 25.01 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, RUN N69°59'41"E, A DISTANCE OF 301.48 FEET; THENCE RUN N48°34'24"E, A DISTANCE OF 132.46 FEET; THENCE RUN N48°49'08"E, A DISTANCE OF 150.00 FEET; THENCE RUN S41°10'52"E, A DISTANCE OF 30.00 FEET; THENCE RUN S48°49'08"W, A DISTANCE OF 150.00 FEET; THENCE RUN S09°08'25"W, A DISTANCE OF 65.87 FEET; THENCE RUN S48°12'27"E, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.546 ACRES, MORE OR LESS. (23,790 SQ.FT.)

FOR A TOTAL OF 41.83 ACRES, MORE OR LESS

FISH LAKE COVE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-06

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Fish Lake Cove Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

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

WHEREAS, District records are available for public review and inspection at:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FISH
LAKE COVE COMMUNITY DEVELOPMENT DISTRICT:**

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

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

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

FISH LAKE COVE

COMMUNITY DEVELOPMENT DISTRICT

9

AGREEMENT FOR CONSTRUCTION MANAGEMENT AND CONSULTING SERVICES

THIS AGREEMENT (the “Assignment”) is made and entered into effective this ____ day of April 2025, by and between:

FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Osceola County, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter, the “District”); and

GOOD-KEEWIN DEVELOPMENT, LLC, a Florida limited liability company, with a principal address of 174 West Comstock Avenue, Winter Park, Florida 32789 (hereinafter, the “Developer” and, together with the District, the “Parties”).

RECITALS

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

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the Developer entered into that certain construction contract with Jon M. Hall Company, LLC, dated December 20, 2024 (the “Construction Contract”) which Construction Contract is for delivery of the District’s Capital Improvement Plan as detailed in the Master Engineer’s Report, dated August 15, 2025 (and the project set forth therein, the “Project”); and

WHEREAS, the Construction Contract was subsequently assigned to the District on or around February 11, 2025; and

WHEREAS, in conjunction with the Construction Contract, the District desires, and Developer represents it is capable of providing, construction management services, as described in **Exhibit A** attached hereto and incorporated by reference herein (the “Services”) for the Project as the District does not have the experience to oversee such Project; and

WHEREAS, the Developer has not invoiced the District for the Services because the District has had no funding to pay for such Services until tax-exempt bonds were issued; and

WHEREAS, the District now desires to enter into this Agreement with Developer as an independent contractor to continue providing the Services for the Project, act as the District’s representative in conjunction with the same and reimburse the Developer for fees previously expended in conjunction with prosecution of the Project prior to the effective date of this Agreement; and

WHEREAS, the Parties warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Developer are to provide the Services as described in **Exhibit A**. Developer shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met. Developer shall coordinate with the District's Engineer and report directly to the District Manager or his/her designee. The District may require Developer to provide such evidence as the District requires assuring the District that the Services are provided to the District's satisfaction. Developer shall use all due care to protect the property of the District, its residents and landowners from damage.

SECTION 3. AUTHORITY OF DEVELOPER. Developer shall have the right to act as the District's representative in conjunction with the Project but shall have no right or authority to commit or otherwise obligate the District in any manner except to the extent provided herein, as may be reasonably necessary to carry out the duties set forth herein or specifically authorized in writing by the District.

SECTION 4. COMPENSATION; TERM.

- A. Developer represents to the District that the amounts contained herein are reasonable for the types of Services provided. As compensation for the Services, the District agrees to pay Developer a flat-fee amount equal to Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$33,333.33) per month until the completion of the Project. Such amounts shall be paid upon submittal of an invoice from Developer to the District. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Developer shall be entitled to reimbursement for February and March fees expended in furtherance of the Services within twenty (20) days of execution of this Agreement.
- B. The term of this Agreement shall be from the effective date written above through the completion of the Project, unless terminated earlier by either party in accordance with the provisions of this Agreement. Any increase in price or change in scope of services must be approved in writing, executed by the Parties, prior to implementation of the same. Any change in price without such executed, written agreement shall be null and void.

- C. If the District should desire additional work or services the Developer agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Developer shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

SECTION 5. COMPLIANCE WITH LAWS. Developer shall comply in all material respects with any applicable federal, state, or local laws, ordinances, rules, or regulations and the Construction Agreement. Developer shall promptly remedy any violation of any such law, ordinance, rule, or regulation known to the Developer, to the extent that such remedy is in the Developer's control, and shall promptly notify the District Engineer, District Manager and District Counsel, of any such violation.

SECTION 6. INSURANCE. Developer shall, at its own expense, 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	\$1,000,000

The District and each of its supervisors, officers, employees, and staff shall be named as additional insureds. All above-referenced insurance policies shall be considered primary and non-contributory with respect to the additional insureds, and all required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. The Developer shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 7. INDEMNIFICATION.

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

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Developer shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Developer 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 or 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 Developer or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, 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.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 12. ENFORCEMENT OF AGREEMENT. In the event that either the District or Developer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 13. TERMINATION. The District and the Developer each shall have the right to terminate this Agreement immediately at any time due to Developer's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days written notice without cause. In the event either party terminates this Agreement, Developer agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. This Agreement shall automatically terminate upon completion of the Project, as determined by the District Engineer.

SECTION 14. INDEPENDENT CONTRACTOR STATUS. The Developer and District agree that Developer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Developer shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform the pool and amenity facilities maintenance contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

SECTION 15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

SECTION 16. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

SECTION 17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the

requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 18. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by Overnight Delivery or First-Class Mail, postage prepaid, to the Parties, as follows:

- A. If to Developer: Good-Keewin Development, LLC
174 West Comstock Avenue
Winter Park, Florida 32789
Attn: Allan Keen
- B. If to District: Fish Lake Cove Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
- With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery to the addresses 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.

SECTION 19. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provision or condition hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 20. ASSIGNMENT. Developer may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Developer without the prior written approval of the District are void.

SECTION 21. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be in Osceola County, Florida.

SECTION 22. COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Additionally, the Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

SECTION 23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Developer acknowledges that the designated public records custodian for the District is **Daphne Gillyard** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Developer 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 the Developer’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 Developer, Developer 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 DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

**THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010,
GILLYARDD@WHHASSOCIATES.COM, 2300 GLADES
ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

SECTION 26. CONFLICTS. To the extent that the terms described in **Exhibit A** conflict with the terms of this Agreement, the terms herein shall control.

SECTION 27. E-VERIFY. The Developer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Developer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Developer has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Developer represents that no public employer has terminated a contract with the Developer under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 28. FOREIGN INFLUENCE. Developer understands that under Section 286.101, *Florida Statutes*, that Developer must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 29. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Developer represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Developer shall immediately notify District. If Developer is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the Owner may immediately terminate this Agreement.

SECTION 30. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Developer agrees to execute an affidavit, in compliance with Section 787.06(13), *Florida Statutes*.

[Remainder of Page Left Blank, Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

GOOD-KEEWIN DEVELOPMENT, LLC

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT**

Carson Good, President

Supervisor, Board of Supervisors

Exhibit A: Developer's Proposal & Scope of Services

EXHIBIT A
DUTIES AND SPECIFICATIONS

1. DUTIES.

The Developer shall perform the following services for the Fish Lake Cove Project (“Project”).

(a) To assist with the District in directing and scheduling the installation of the following public infrastructure for the following tasks:

1. Earthwork and Grading
2. Roadways
3. Utilities
 - i. Sanitary Sewer
 - ii. Water System
 - iii. Reclaim Water System
4. Stormwater Sewer
5. Landscape
6. Fencing & Pedestrian Railings
7. Acquire all final acceptance letters required for submittal
8. Receiving all as-builts and warranties from Site Contractor(s)

(b) Review improvements to ensure the following construction milestones are properly adhered to and met on schedule and on budget:

1. Commence Project
2. Substantial Completion of Project
3. Certification of Completion of Project

(c) Coordinate with the District Engineer and Contractor to facilitate the completion of the Project pursuant to the terms of the Construction Contract.

(d) Responsible for coordinating with the District Engineer in ensuring all construction activities are performed in accordance with Osceola County, FDOT and applicable utility and regulatory requirements.

(e) Responsible for coordinating with the District Engineer and required standards for the Project.

(f) Ensure the Contractor is coordinating testing by an independent laboratory, acceptable to Osceola County and/or FDOT, as applicable, in accordance with Osceola County Engineering Services Department and/or FDOT’s testing specifications, as applicable, for construction of roads, storm water drainage, and utilities, as applicable and is reporting any failed tests immediately to the Osceola County Engineer and/or FDOT, as applicable, and for providing all test reports on a quarterly basis to the Osceola County Engineer and/or FDOT, as applicable.

(g) Ensure that the Engineer prepares its certification that all designs, permits, and construction activities for the Project are in substantial conformance with the standards established by the FDOT pursuant to Section 336.056, *Florida Statutes*, and by Osceola County, as applicable.

(h) Ensure Engineer provides Osceola County and/or FDOT, as applicable, copies of all design drawings, as-build drawings, and permits received for the Project.

(i) Ensure, through the District's Contractor, that it has provided the required Certificates of Insurance and certified true and exact copies of all insurance policies to Osceola County and/or FDOT, as applicable prior to the Project commencing.

(j) Coordinate with the District Engineer and together each are responsible for monitoring the Construction Contract on a regular basis to ensure contract compliance, summarizing the results of the monitoring efforts in written reports, and submitting the reports to Osceola County with documented evidence of follow-up actions taken to correct areas of noncompliance.

(k) Review, with the District Engineer, monthly pay requisitions to ensure timely submission and accuracy.

(l) With the District Engineer, accept and inspect all materials purchased by the District through the Owner-Direct Purchase Program for incorporation into the Project.

(m) Respond to field questions and document changes or clarifications as needed to the Contractor, District, and Osceola County.

(n) Coordinate with the District Engineer to ensure the pricing for any change orders is in accordance with the Contractor's schedule of values.

FISH LAKE COVE

COMMUNITY DEVELOPMENT DISTRICT

11A

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, India Johnston, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Mar. 27, 2025

Notice ID: fvSY0TRHU47Xg4Sofezk

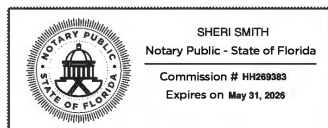
Notice Name: FISH LAKE COVE CDD*RFP*Annual Audit Services

PUBLICATION FEE: \$64.33

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

India Johnston

Agent



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 03/31/2025

S. Smith

Notary Public
Notarized remotely online using communication technology via Proof.

**FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Fish Lake Cove Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2025, with an option for two additional optional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Osceola County, Florida, and has an annual operating budget of approximately \$82,957. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2025, be completed no later than June 30, 2026.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General. Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic and one (1) unbound copy of their proposal to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 in an envelope marked on the outside "Auditing Services, Fish Lake Cove Community Development District." Proposals must be received by 12:00 p.m. on April 3, 2025, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager
March 27, 2025

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

11B

**FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Fish Lake Cove Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2025, with an option for two additional optional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Osceola County, Florida, and has an annual operating budget of approximately \$82,957. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2025, be completed no later than June 30, 2026.

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District Manager

Fish Lake Cove Community Development District

Request for Proposals

District Auditing Services for Fiscal Year 2025

Osceola County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than April 3 2025, at 12:00 p.m., at the offices of District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) electronic and one (1) unbound copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Fish Lake Cove Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet, and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the

District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

11CI

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSAL FOR AUDIT SERVICES**

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

April 3, 2025

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

April 3, 2025

Fish Lake Cove Community Development District
Wrathell Hunt & Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Fish Lake Cove Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Fish Lake Cove Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Fish Lake Cove Community Development District
April 3, 2025

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Fish Lake Cove Community Development District.

Very truly yours,

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	<u>5</u>
Total – all personnel	35

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Fish Lake Cove Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development
District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District

Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Clearwater Cay Community Development
District
Cal Teague, Premier District Management

(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District	Vizcaya in Kendall Development District
TSR Community Development District	Waterset North Community Development District
Turnbull Creek Community Development District	Westside Community Development District
Twin Creeks North Community Development District	WildBlue Community Development District
Urban Orlando Community Development District	Willow Creek Community Development District
Verano #2 Community Development District	Willow Hammock Community Development District
Viera East Community Development District	Winston Trails Community Development District
VillaMar Community Development District	Zephyr Ridge Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida
Early Learning Coalition, Inc.
Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,450 for the year ended September 30, 2024. In addition, if a bond issuance occurs in the fiscal year ended September 30, 2024, the fee for our audit services will be \$4,800. The fee is contingent upon the financial records and accounting systems of Fish Lake Cove Community Development District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Fish Lake Cove Community Development District as of September 30, 2024. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 45 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ♦ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Director – 31 years experience

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharos (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Director

Continuing Professional Education

- ♦ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience
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Matthew Gonano, CPA

Director – 14 years total experience

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 34 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)

Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District
Valencia Acres Community Development District

Non-Profits:

The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience
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Paul Daly

Staff Accountant – 12 years

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Melissa Marlin, CPA

Senior Staff Accountant – 11 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Bryan Snyder

Staff Accountant – 10 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Maritza Stonebraker, CPA

Senior Accountant – 9 years

Education

- ♦ Indian River State College, B.S. – Accounting

Professional Experience

- ♦ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ♦ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Jonathan Herman, CPA

Senior Staff Accountant – 11 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Tifanee Terrell, CPA

Staff Accountant – 4 years

Education

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Dylan Dixon

Staff Accountant – 3 years

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Brennen Moore

Staff Accountant – 1 year

Education

- ♦ Indian River State College, B.S. – Accounting

Professional Experience

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ♦ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Katie Gifford

Staff Accountant – 1 year

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Rayna Zicari

Staff Accountant – 1 year

Education

- ◆ Stetson University, B.B.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Zicari is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Deandre McFadden

Staff Accountant

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. McFadden participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.



6815 Dairy Road
Zephyrhills, FL 33542

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BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)



**FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**DISTRICT AUDITING SERVICES FOR FISCAL YEAR 2024
Orange County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than April 3, 2025, at 12:00 p.m., at the offices of District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) unbound and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Fish Lake Cove Community Development District #2 Community Development District" on the face of it. Please include pricing for each additional bond issuance.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

11CII

Professional Services Proposal for Fish Lake Cove Community Development District

April 3, 2025

Proposer

Carr, Riggs & Ingram
189 Eglin Parkway NE, 2nd Floor
Fort Walton Beach, FL 32548
Phone: 850.244.8395
Fax: 850.424.7139

Submitted by

K. Alan Jowers
Partner, CRI Advisors, Inc.
Partner, Carr, Riggs & Ingram, L.L.C.
ajowers@CRIadv.com



†This is not a CPA Firm.

*Assurance, attest, and audit services provided by Carr, Riggs & Ingram, L.L.C.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C.* ("CRI CPA"), CRI Advisors, LLC† ("CRI Advisors†" or "Advisors†"), and Capin Crouse, LLC* ("Capin Crouse CPA"), and CRI Capin Crouse Advisors, LLC† ("Capin Crouse Advisors†") provide professional services. CRI CPA*, Capin Crouse CPA*, CRI Advisors†, Capin Crouse Advisors†, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA* and Capin Crouse CPA* are licensed independent certified public accounting ("CPA") firms that separately provide attest services, as well as additional ancillary services, to their clients. CRI CPA* and Capin Crouse CPA* are independently-owned CPA firms that provide attestation services separate from one another. CRI Advisors† and Capin Crouse Advisors† provide tax and business consulting services to its clients. CRI Advisors† and its subsidiaries, including Capin Crouse Advisors†, are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," "our," "us," and terms of similar import, denote the alternative practice structure conducted by CRI CPA*, Capin Crouse CPA*, Capin Crouse Advisors†, and CRI Advisors†, as appropriate.

Dear Fish Lake Cove Community Development District:

We appreciate the opportunity to propose on auditing services to Fish Lake Cove Community Development District. We are eager to establish a long-term partnership that delivers immediate and ongoing value through our tailored solutions and competitive fee structure.

At CRI, our dedicated team of over 2,000 professionals aligns their expertise with your specific needs, ensuring seamless service from the start. CRI delivers big firm expertise with small firm service. Of approximately 46,000 public accounting firms in the United States, CRI currently ranks in the top 25. Additionally, as a part of PrimeGlobal, an association of independent accounting firms, we have access to international resources as – and when – needed. Leveraging these resources while maintaining local decision-making authority means that simplified solutions are only a phone call away. And we believe that's the best of both worlds for our clients.

Our partners bring over 7,500 years of collective business experience, focusing on delivering solutions that translate complex concepts into actionable insights. We strive to become trusted advisors by understanding your business and proactively contributing to your success. While accounting is the language of business, we're here to decipher the jargon and help you make educated decisions. CRInnovate embraces agility and invention.

We look forward to the opportunity to showcase our commitment to innovation, expertise, and responsiveness as one of the fastest-growing firms in the U.S. Thank you for considering our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Jowers", written in a cursive style.

K. Alan Jowers
Partner, CRI Advisors, LLC
Partner, Carr, Riggs & Ingram, L.L.C.



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UNDERSTANDING & MEETING YOUR NEEDS



From the RFP or during our recent visit with your team, we understood your team to express the following needs, requests, and/or issues. We've detailed our proposed solutions below and are happy to discuss other related projects as they arise and upon request.

NEEDS & ISSUES		SOLUTIONS & SERVICES
Technical	The District is required to have independent audits performed on its financial statements.	Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS), in order to express an opinion on the Fish Lake Cove Community Development District's financial statements.
Relational	The District's Board of Supervisors and management expect open and continuous communication with their CPA firm in order to avoid surprise findings at the end of the audit.	Communicate contemporaneously and directly with management regarding the results of our procedures. Anticipate and respond to concerns of management and/or the Audit Committee (if/when formed).

YOUR SERVICES AND FEES



We value creating mutually rewarding, long-term relationships with our clients. Our goal is to provide high quality, responsive service that yields returns far greater than your investment in our professional fees. Please find below our proposal of fees to provide the requested services for the upcoming fiscal years.

SERVICE	CRI FEES 2024
Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS)	\$5,500

The above fee quote is based in part on the fact that the District has not yet issued bonds or other debt instruments to finance capital asset acquisition and construction. In the event the District issues such debt instruments or upon construction of major infrastructure additions, the audit fee will increase by an amount not to exceed \$5,000 per year.

If Fish Lake Cove Community Development District requests additional services outside of this proposal, professional fee hourly rates are as follows, but may be negotiated depending on the project request:

CLASSIFICATION	HOURLY RATE
Partner	\$325
Manager	\$225
Senior	\$150
Staff	\$110
IT Specialist	\$400
Fraud Specialist	\$400

Our professional fees are based on the key assumptions that Fish Lake Cove Community Development District will:

- Ensure that the predecessor's work papers will be made available for timely review, if applicable.
- Make available documents and work papers for review at Fish Lake Cove Community Development District's headquarters location, although we may choose to review at alternate locations.
- Prepare certain schedules and analyses and provide supporting documents as requested.
- Assist us in obtaining an understanding of the accounting systems of Fish Lake Cove Community Development District.
- Not experience a significant change in business operations or financial reporting standards.

CRI FIRM PROFILE



FOUNDED IN 1997 • **35+ MARKETS** across the United States & Mexico

Carr, Riggs & Ingram (CRI) is a top 25* nationally-ranked accounting and advisory firm driven by relationships to cultivate growth. From traditional accounting services to leading-edge business support, technology resources, and assurance* offerings, CRI's breadth and depth of expertise takes you from compliance to competitive advantage.



2,000+
PROFESSIONALS



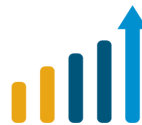
TOP 25*
FIRM

*(as ranked by
Accounting Today)*

**CRI FIRM
VALUES:**

- **CLIENT SERVICE.**
- **RESPECT.**
- **INTEGRITY.**

100,000+
CLIENTS



25+ YEARS
OF CONSISTENT GROWTH
SINCE FORMATION



SERVICES

Advisory
Audit & Attest*
Tax

Captive Insurance
Commercial Real Estate
Construction
Financial Institutions
Government & Public Sector

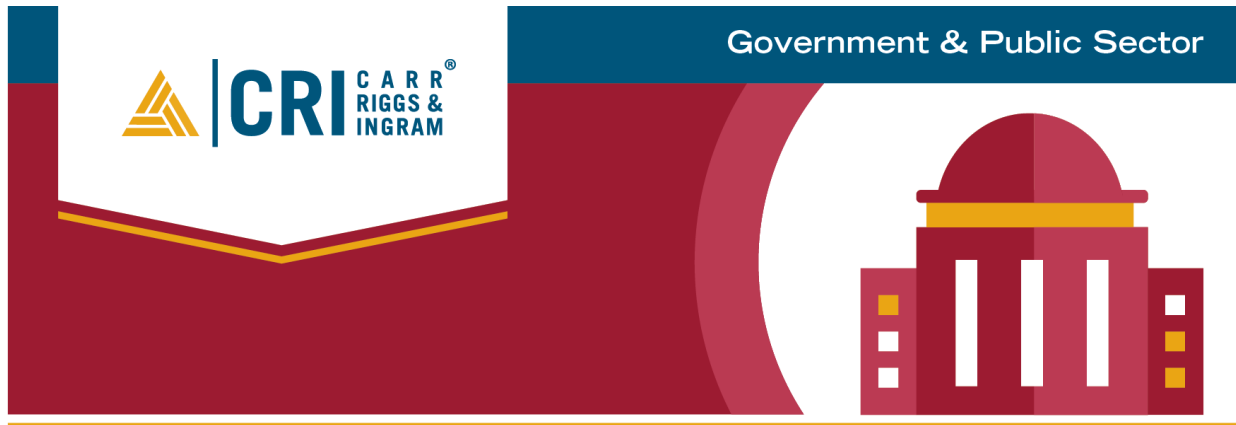
INDUSTRY EXPERTISE

Hospitals & Health Systems
Insurance
Manufacturing & Distribution
Nonprofits
Physician Groups
Post-Acute Care
Private Foundations
Religious Organizations

CRI FAMILY OF COMPANIES

At CRI, we know that the best results come from a fully integrated approach to your business, organization, or family's financial well-being. The CRI Family of Companies works collectively to parallel our clients' evolving needs beyond traditional accounting, cutting-edge business support, technology solutions, outsourcing, and assurance*. By working side-by-side, our expansive suite of companies and their focused solutions provide more personalized, holistic advice that checks every box.





CRI's seasoned governmental advisory team delivers in-depth, proactive guidance to help clients provide outstanding service to their communities and organizations.

Why CRI?

Our experienced governmental accounting team provides assurance, compliance, and dedicated support to educational institutions and governmental entities of all sizes. By leveraging technology, data analytics, and a foundational relationship-based approach, CRI's attuned governmental professionals tailor our service offerings to your organization's unique needs, allowing for closer collaboration and attention to detail. This approach enables us to improve your entity's operations while maintaining compliance and financial controls in the face of ever-changing regulatory scrutiny.

Related Services:

- Agreed Upon Procedures (AUPs)*
- Audit*
- Compliance Consulting
- Deferrals
- Financial Statement Preparation*
- Fraud & Forensics
- Internal Audit
- Performance Audits*
- Program Management & Administration
- Single Audit*



Want to Learn More? Contact us at CRIadv.com/contact or by scanning the QR code.

* Assurance, attest, and audit services provided by Carr, Riggs & Ingram, L.L.C.

"CRI" is the brand name under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors, LLC ("Advisors") and its subsidiary entities provide professional services. CPA Firm and Advisors (and its subsidiary entities) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services to its clients, and Advisors and its subsidiary entities provide tax and business consulting services to their clients. Advisors and its subsidiary entities are not licensed CPA firms.

► CRIadv.com

RELEVANT EXPERIENCE



CRI delivers a depth of resources that ensures our understanding of your challenges and innovative solutions for overcoming them. Our team's combined experience is derived from providing audit, tax, consulting, and accounting outsourcing services. We parlay this vast experience and derived best practices into proven solutions that benefit you. Below we share specific, relevant client references; we encourage you to consult with them.

RELATIONSHIP	TIMELINE	SERVICE DESCRIPTION	RELEVANT POINTS TO CONSIDER
Rizzetta & Company Shawn Wildermuth 3434 Colwell Avenue Suite 200 Tampa, FL 33614 813.933.5571	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
GMS, LLC Dave DeNagy 14785 Old St. Augustine Road Suite 4 Jacksonville, FL 32258 904.288.9130	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
Wrathell, Hunt & Associates, LLC Jeffrey Pinder 2300 Glades Road Suite 410W Boca Raton, FL 33431 561.571.0010	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
PFM Group Consulting, LLC Jennifer Glasgow 12051 Corporate Blvd. Orlando, FL 32817 407.382.3256	2007 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.



K. Alan Jowers

Partner, CRI Advisors, LLC

Partner, Carr, Riggs & Ingram, L.L.C.

AJowers@CRIadv.com

850.337.3213 | Direct



Representative Clients

- Santa Rosa County District School Board
- Okaloosa Gas District
- Santa Rosa Island Authority
- Pasco County
- Okaloosa County District School Board
- Pinellas County School District
- Celebration Community Development District
- Hammock Bay Community Development District
- Amelia National Community Development District

Experience

Alan has over 25 years of experience in public accounting primarily with financial statement assurance engagements. His practice includes local governmental entities, condominium and homeowner associations, non-profit organizations, and nonpublic companies. He currently has direct engagement responsibility for a significant number of audits throughout the state of Florida .

Alan is licensed to practice as a certified public accountant in Florida and Georgia. He is a member of the Board of Directors of the Florida Institute of Certified Public Accountants (FICPA), has been an active member of the FICPA's State and Local Governmental Committee, and is a past chair of its Common Interest Realty Association Committee. He is also active in the Panhandle Chapter of the Florida Governmental Finance Officers Association (FGFOA) and is a former member of the FGFOA's statewide Technical Resource Committee.

Education, Licenses & Certifications

- Masters of Accountancy, University of Alabama
- BS, Accounting, Florida State University
- Certified Public Accountant

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA) - member of the Board of Governors
- Governmental Finance Officers Association (GFOA)
- Florida Governmental Finance Officers Association (FGFOA)

YOUR SOLUTION TEAM



Lauren Villarreal

Partner, CRI Advisors, LLC

Partner, Carr, Riggs & Ingram, L.L.C.

LVillarreal@CRIadv.com

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Representative Clients

- Community Development Districts
- Condominium and Homeowner Associations
- Employee Benefit Plans
- County and Local Governments
- Non-Profit Organizations

Experience

Lauren has 10 years auditing and accounting experience in the Destin office of CRI. She is an audit partner with primary responsibility for fieldwork and reporting on audits of clients in a variety of industries including local governmental and non-profit entities as well as employee benefit plans and commercial businesses. She is currently the in-charge auditor for over two dozen community development districts with several CDD management companies in the State of Florida.

Lauren is licensed to practice as a Certified Public Accountant in Florida. She is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. She exceeds all continuing professional education requirements related to Government Auditing Standards.

Lauren currently supervises engagements for many governmental entities in the State of Florida including community development districts and other special governments. She is active in our firm's governmental industry line as well as the condominium and homeowner association practice. In addition, Lauren has accumulated experience in Federal and Florida Single Audit Acts compliance monitoring and auditing. Lauren has performed several single audits of federal grants under OMB Circular A-133.

Education, Licenses & Certifications

- BS, Accounting, Florida State University
- BS, Business Administration, Florida State University
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)



AUDIT METHODOLOGY

Our audit, tax, consulting, and client accounting services documentation is maintained electronically. Compliance with our methodology is regularly reviewed and evaluated as part of our internal quality program, which is further discussed in this section under **INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS**. Comprehensive policies and procedures governing all of our practices and addressing professional and regulatory standards and implementation issues are constantly updated for new professional developments and emerging issues. See the table of contents to identify the relevant audit approach and methodology detailed description section.

ENGAGEMENT QUALITY REVIEW PARTNER (CONCURRING PARTNER)

Audit engagements are assigned engagement quality review (EQR) partner, as appropriate. This role is one of the most important elements of our quality assurance process, as it provides for a timely, independent review of key accounting and auditing issues. The EQR partner also reviews the financial statements and related supporting documentation—including the disclosures—to evaluate their fair presentation under accounting principles generally accepted in the United States of America (GAAP).

INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS

Experienced partners and professional staff of our firm conduct quality control reviews of our audits. Our partners' work is reviewed annually, and the inspection process includes periodic testing of the effectiveness of our quality controls and a continuous improvement program. This risk-based annual inspection is intended to mimic the triennial peer review described in the following paragraph and are performed on completed engagements. In addition to this inspection, we perform in-process, "pre-issuance" reviews of partners' work that are chosen for using a risk-based selection process; these reviews are performed by our corporate quality control team. The combination of the in-process and completed engagements is part of our continuous improvement processes.

Peer reviews are performed every three years by another independent public accounting firm. The most recent review of our firm was performed in 2022 by Brown Edwards, whose report was the most favorable possible "Pass."

In addition, we are registered with the PCAOB and our 2024 PCAOB inspection report was also the most favorable possible—no audit deficiencies or quality control defects identified.

The 2024 PCAOB report can be viewed at https://assets.pcaobus.org/pcaob-dev/docs/default-source/inspections/reports/documents/104-2025-016-carriggs.pdf?sfvrsn=2089984d_2.



SHARING CRI'S VALUES WITH YOU

We are proud of our hands-on, service-centric, and results-oriented approach. Combining that approach with quality controls and superior talent allows us to help you achieve your goals and strengthen your management systems and processes. This approach is further emphasized through our three core values which guide our team's behavior and function as the foundation for interactions with our clients and each other.



CLIENT SERVICE

Defining our brand by meeting or exceeding the highest expectations of our clients

RESPECT

Building productive, long-term relationships with each other that are based on mutual respect, trust, and sharing

INTEGRITY

Living with sincerity, transparency, and honesty

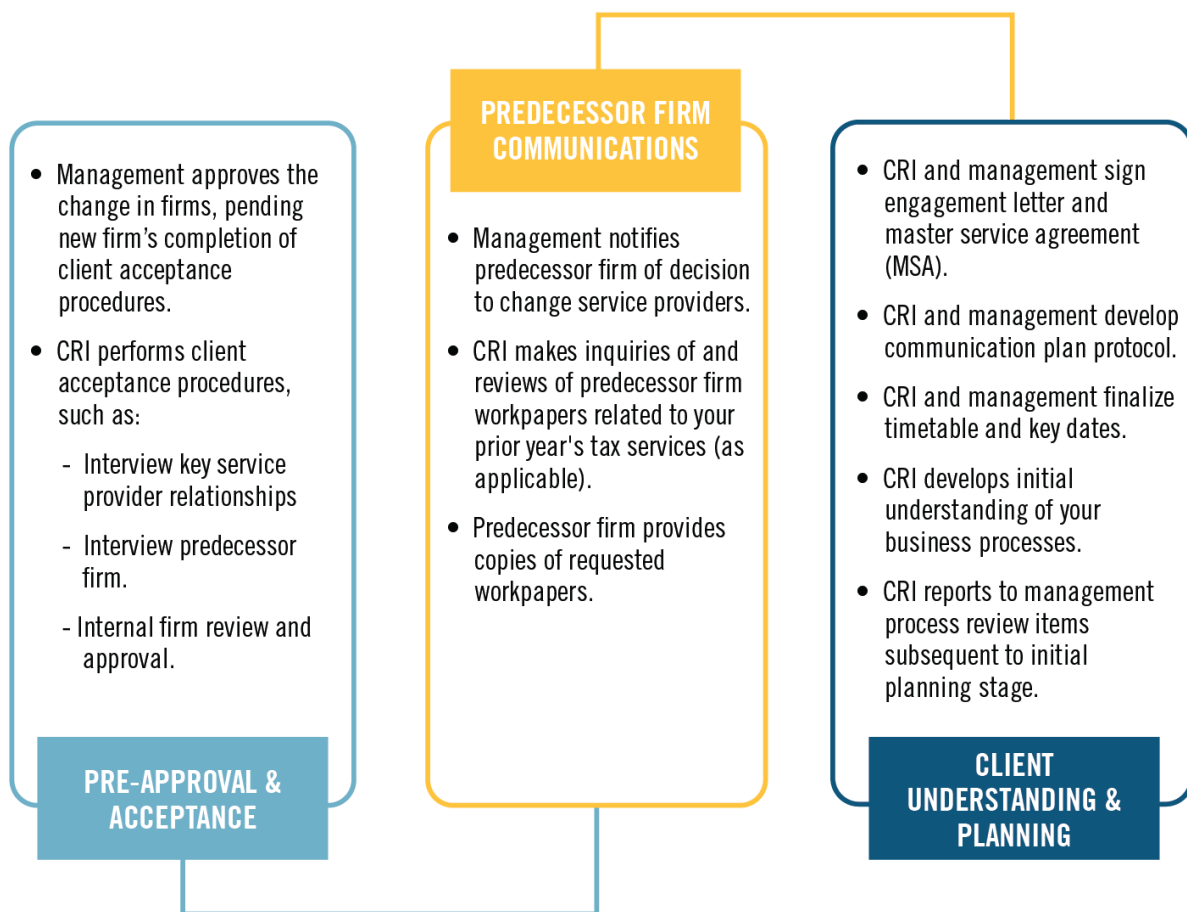
TRANSITIONING YOU



When choosing to change firms, the time involved in working with new accounting professionals is often a concern. CRI's well-defined efficient, seamless transition process is designed to:

- Provide you with value from the very first encounter,
- Avoid interruption of service,
- Minimize disruption and investment of management's time,
- Raise the standard of service, and
- Establish ongoing channels of communication with Fish Lake Cove Community Development District's management.

The transition plan is comprised of the following key activities and can occur within approximately two weeks, depending on the availability of the parties involved:





CRI'S GLOBAL RESOURCES

Many businesses are expanding and/or evaluating their global reach, and they require assistance in order to comprehensively consider the various financial implications of growing in international markets. In addition to CRI's internal resources, we deliver the expertise and support of some of the world's most highly regarded accounting firms through shared alliance as members of PrimeGlobal.

WHO IS PRIMEGLOBAL?



HOW OUR PRIMEGLOBAL MEMBERS CAN BENEFIT YOU

We supplement our in-depth, industry knowledge and specialized services through our collaborations with other PrimeGlobal firms to help you evaluate your options globally. CRI's goal is to provide you with the information you need to make well-informed, smart business decisions.

4 KEY BENEFITS TO CRI CLIENTS FROM OUR PRIMEGLOBAL MEMBERSHIP

- 1

SOLUTIONS

that are worldwide and world-class.
- 2

ACCESSIBILITY

to knowledge and resources of statutory, regulatory, and compliance requirements throughout the world.
- 3

DECISION MAKING

with the support of local connections and cultural understanding throughout regions of the world.
- 4

SINGLE POINT OF CONTACT

CRI's team serves as your contact for each engagement, and we project manage across the entire team - including other PrimeGlobal firms and specialists.

JOIN OUR CONVERSATION



We know that some information that makes perfect sense to an advisor may not be as clear to our clients. Therefore, we produce original content in the form of articles, videos, white papers, webinars, and more to provide timely, down-to-earth translations of complex subjects. We publish this original content on CRIadv.com and across all our many social channels.

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SUBSCRIBE TO THE CRI E-NEWSLETTER

CRIADV.COM/NEWSLETTER-SIGNUP

CRI: FROM FOUNDATION TO FUTURE

Over a quarter-century, Carr, Riggs & Ingram has not just grown, but transformed. Now standing proudly among the top 25 firms in the U.S., our trajectory is steeped in innovation, shaping us into the firm of tomorrow—today. Our growth isn't merely a timeline; it's a testament to our entrepreneurial and pioneering spirit. As we harness cutting-edge technology and lead through industry evolution, our commitment to delivering actionable insights and solutions rooted in our founding principles of tailored Client service, Respect for all, and unyielding Integrity remains unwavering. As we look to the horizon, we at CRI are poised to redefine what's possible, and we invite our clients, old and new, to join us in shaping the future.



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Top 25 Accounting Firm - #1 Accounting Firm in the Gulf Coast Region





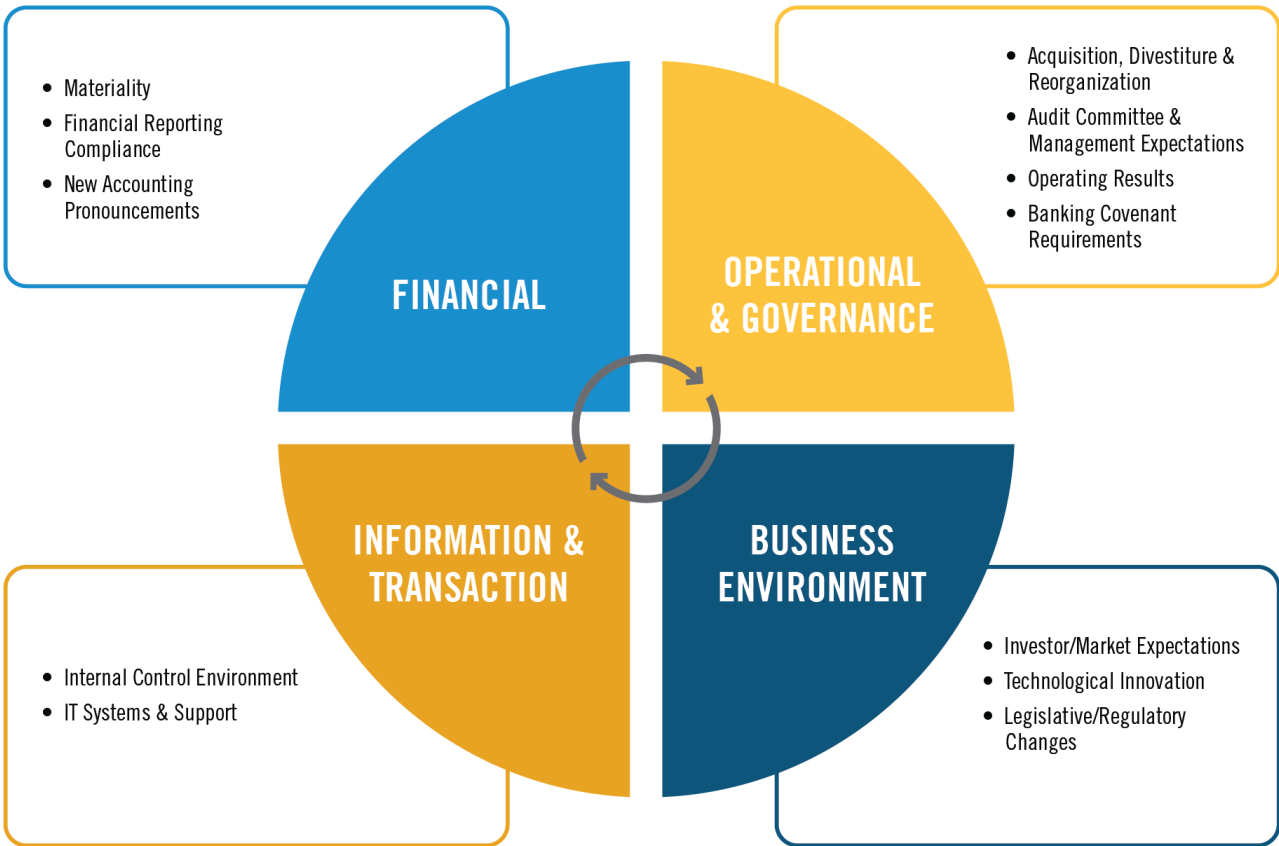
CRI AUDIT FRAMEWORK*

Our proposed services require a coordinated effort between us and Fish Lake Cove Community Development District's team. Planning and continual communication are essential to developing the appropriate procedures, working collaboratively to resolve any identified issues, and meeting your timelines.

CRI's audit approach occurs within a framework of our client's business and industry; therefore, we assess risk by:

- Understanding management's perspectives and goals, and
- Considering business conditions and threats that could prevent management from achieving its business objectives.

We assess risks in the following areas:



CRI AUDIT FRAMEWORK*



Our ultimate intent is to drill down from these broad risks to specific financial reporting risks. We understand both these risks and management's processes and procedures for mitigating them (i.e. internal controls) in order to develop our procedures to carry out our audit responsibilities.

Although our audits are conducted through a structured, risk-based model, we focus on understanding the client's needs, requirements, and expectations. We work collaboratively with management and the Audit Committee (or similar function) to develop a communication and work plan to continuously improve client service, by doing so we help in moving your team from simple compliance to providing you with a competitive advantage.

In planning, we concentrate on "key risks," (items with a greater risk of a material misstatement, a material weakness in internal controls, or other matters resulting in the issuance of an inappropriate audit report). We focus on "material" items (i.e. those items that would be important to the user of your financial statements). When evaluating materiality of identified misstatements, certain quantitative and qualitative factors must be considered—which may include:

- Impact on operating trends (revenue/income, expenses, net income, etc).
- Nature of the misstatement (i.e., did the misstatement result from an unlawful transaction?).
- Impact on liquidity, capital/surplus, earnings capacity, etc.
- Impact to loan covenants and contractual and regulatory requirements.

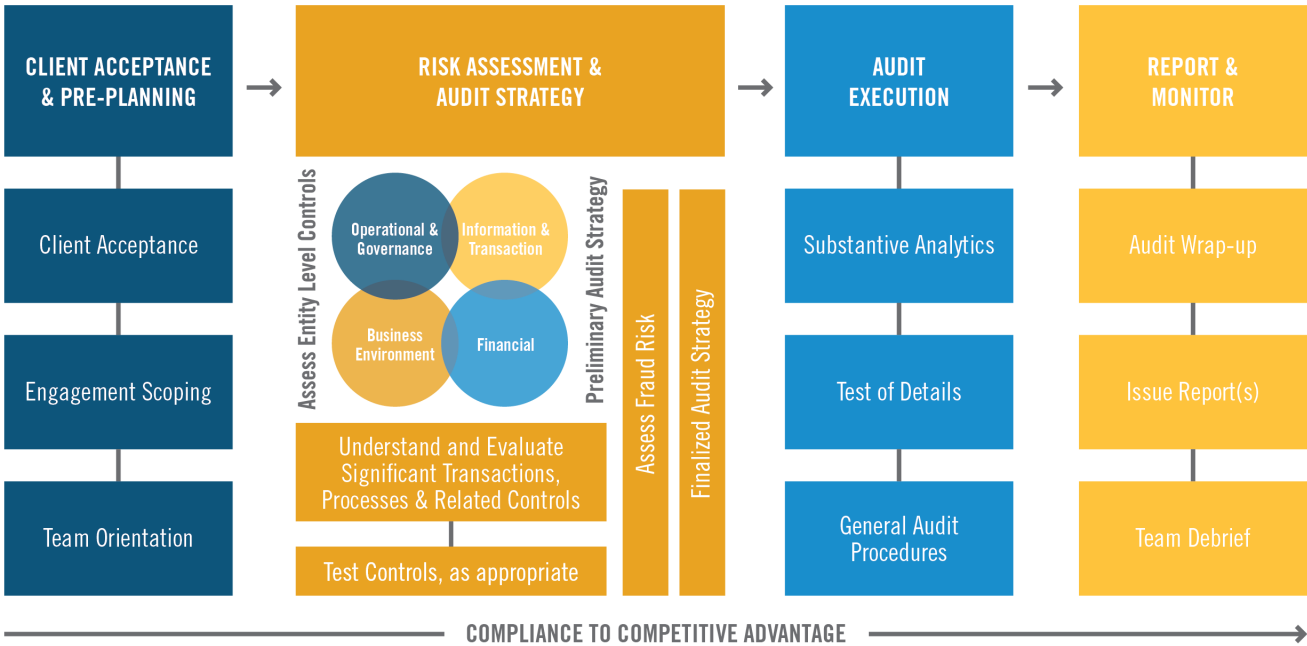
Consistent communication is a key to completion of the audit. By ensuring constant involvement, we are in a better position to respond to your issues timely and efficiently. Therefore, we plan to meet with your management to:

- Set-up the audit by reviewing the mapping of Fish Lake Cove Community Development District's financial information (financial statements and notes) to significant processes and IT systems to ensure that all significant account balances, transactions, procedures, and systems are tested as deemed necessary.
- Discuss ongoing changes—specifically new accounting pronouncements and key business transactions in their early stages, enabling us to agree on the resolution of various complex business issues on a timely basis.



CRI AUDIT APPROACH*

Our audit approach is a four stage approach, as depicted in the summary below. Our client acceptance and risk assessment procedures occur during detailed conversations and observations with your team. The results of those procedures allow us to tailor an audit program to your specific risks and needs. We then execute the audit, report the results, and evaluate continuous improvement opportunities for ongoing service and benefit to you.





STAGE 1: CLIENT ACCEPTANCE & PRE-PLANNING

- Perform client acceptance procedures.
- Collaborate with management to agree to expectations and scope.
- Assign appropriate staff based on client needs and assessed risk.

STAGE 2: RISK ASSESSMENT & AUDIT STRATEGY

- Interview client personnel and others to understand client-specific objectives and risks.
- Assess following aspects of the organization for their impact on the audit plan:
 - environmental and other external risks,
 - management's fraud and IT risk assessment models,
 - entity level controls including:
 - control environment
 - risk assessment,
 - information and communication,
 - and monitoring controls.
 - IT General Computer (ITGC) controls, such as
 - IT Environment
 - Developing and Delivering IT, and
 - Operating and Monitoring IT.
- Determine materiality.
- Develop and document our understanding of and/or reliance on:
 - linkage of financial statements to:
 - significant transactions,
 - processes,
 - IT systems, and
 - related controls,
 - existence of/reliance on SOC entities and their reports,
 - internal audit, and
 - specialists (e.g. valuation, pension costs, etc.).
- If elected, test controls including ITGC, through a mix of:
 - inquiry,
 - observation
 - examination, and
 - re-performance.
- Perform preliminary analytical procedures.
- Finalize risk assessments and develop a final audit strategy.

STAGE 3: AUDIT EXECUTION

- Where possible to test as efficiently as possible:
 - develop detailed analytical procedures to use as substantive tests (benefit = reducing tests of details):
Examples include:
 - ratio analysis,
 - regression analysis,
 - trend analysis,
 - predictive tests, or
 - reasonableness test,
 - utilize Computer-Assisted Audit Techniques (CAATs) (benefit = automation of testing for more coverage and less disruption to the client), and
 - perform targeted testing (also known as "coverage" testing) to test large portions of account balances (benefit = more coverage with smaller selections).
- Perform tests of details, including sampling.
- Perform general audit procedures such as tests related to:
 - commitments and contingencies,
 - legal letters,
 - management representations,
 - reviews of Board minutes,
 - related party transactions,
 - debt covenants, and
 - going concern.
- Perform other tests for compliance such as Yellow Book or Single Audit tests.

STAGE 4: REPORT & MONITOR

- Continually monitor throughout the audit - providing feedback as agreed during scoping.
- Conclude the audit (i.e. issue opinions and reports).
- Develop and present:
 - reports,
 - required communications,
 - management letter comments, and
 - other audit-related deliverables.
- Perform debriefings to identify opportunities for improvement with our:
 - engagement team, and/or
 - client's team.

APPENDIX A - RFP DOCUMENTS



FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Fish Lake Cove Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for two additional optional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Osceola County, Florida, and has an annual operating budget of approximately \$82,957. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2025, be completed no later than June 30, 2026.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic and one (1) unbound copy of their proposal to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 in an envelope marked on the outside "Auditing Services, Fish Lake Cove Community Development District." Proposals must be received by 12:00 p.m. on April 3, 2025, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

APPENDIX A - RFP DOCUMENTS



Fish Lake Cove Community Development District

Request for Proposals

District Auditing Services for Fiscal Year 2025

Osceola County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than April 3 2025, at 12:00 p.m., at the offices of District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) electronic and one (1) unbound copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Fish Lake Cove Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

APPENDIX A - RFP DOCUMENTS



SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet, and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District’s first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District’s anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the

APPENDIX A - RFP DOCUMENTS



District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

11CIII

Fish Lake Cove Community Development District

Proposer

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Certified Public Accountants

**2222 Colonial Road, Suite 200
Fort Pierce, Florida 34950
(772) 461-8833**

**591 SE Port St. Lucie Boulevard
Port Saint Lucie, Florida 34984
(772) 878-1952**

Contact:

**Jim Hartley, CPA
Principal**

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Fish Lake Cove
Community Development District
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Fish Lake Cove Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

Proven Track Record—Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

Experience—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

Timeliness – In order to meet the Districts needs, we will perform interim internal control testing by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 31st. Follow up review will be completed as necessary.

Communication and Knowledge Sharing— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

A handwritten signature in black ink that reads "DiBartolomeo, McBee, Hartley & Barnes". The script is cursive and fluid, with the names connected together.

DiBartolomeo, McBee, Hartley & Barnes, P.A.

PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

➤ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

Professional Staff Classification	Number of Professionals
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

PROFESSIONAL QUALIFICATIONS (CONTINUED)

➤ *Professional Staff Resources (Continued)*

- Audits of franchise fees received from outside franchisees
- Preparation of annual reports to the State Department of Banking and Finance
- Audits of Internal Controls – Governmental Special Project
- Assistance with Implementation of current GASB pronouncements

➤ *Current and Near Future Workload*

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

➤ *Identification of Audit Team*

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

Jim Hartley, CPA – Engagement Partner (resume attached)
Will assist in the field as main contact

Jay McBee, CPA – Technical Reviewer (resume attached)

Christine Kenny, CPA – Senior (resume attached)

Jim Hartley

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining “best practice” accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall’s Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

Education and Registrations

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice

Jay L. McBee

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jay has over 45 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 45 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

Recent Engagements

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

Education and Registrations

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

Christine M. Kenny, CPA

Senior Staff – DiBartolomeo, McBee, Hartley & Barnes

Experience and training

Christine has over 18 years of public accounting experience and would serve as a senior staff for the Constitutional Officers. Her experience and training include:

- 18 years of manager and audit experience.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- 100 hours of relevant government CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities and special districts. Christine has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Christine currently provides services to multiple agencies to assist in implementing and maintaining “best practice” accounting policies and procedures.

Engagements include St. Lucie County Fire District, City of Fort Pierce, Town of Sewall’s Point, and Town of St. Lucie Village.

Education and Registrations

- Bachelor of Science in Accounting – Florida State University
- Professional Affiliations
- Active Member of the Florida Institute of Certified Public Accountants
- Active Member of the American Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

PROFESSIONAL QUALIFICATIONS (CONTINUED)

➤ ***Governmental Audit Experience***

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

ADDITIONAL DATA

➤ *Procedures for Ensuring Quality Control & Confidentiality*

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

➤ *Independence*

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

ADDITIONAL DATA (CONTINUED)

➤ *Independence (Continued)*

- Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Government Auditing Standards, issued by the Comptroller General of the United States

➤ *Computer Auditing Capabilities*

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

This evaluation includes:

- System hardware and software
- Organization and administration
- Access

Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	Jim Hartley			√	250-300
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	Mark Barnes		√	√	800
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	Jim Hartley	√	√	√	600
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	Jim Hartley			√	100
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	Jay McBee				60
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	Jay McBee				60
Tradition Community Development District 1-10 Alan Mishlove, District Finance Manager (407)382-3256	2002 - current	√	Jim Hartley			√	350
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50

TECHNICAL APPROACH

a. *An Express Agreement to Meet or Exceed the Performance Specifications.*

1. The audit will be conducted in compliance with the following requirements:
 - a. Rules of the Auditor General for form and content of governmental audits
 - b. Regulations of the State Department of Banking and Finance
 - c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1st of the following year. In order to ensure this we will perform interim internal control testing as required by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 30th. Follow up review will be completed as necessary.

b. A Tentative Schedule for Performing the Key phases of the Audit

Audit Phase and Tasks	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.
<i>I. Planning Phase:</i>							
Meetings and discussions with Fish Lake Cove Community Development District personnel regarding operating, accounting and reporting matters							
Discuss management expectations, strategies and objectives							
Review operations							
Develop engagement plan							
Study and evaluate internal controls							
Conduct preliminary analytical review							
<i>II. Detailed Audit Phase:</i>							
Conduct final risk assessment							
Finalize audit approach plan							
Perform substantive tests of account balances							
Perform single audit procedures (if applicable)							
Perform statutory compliance testing							
<i>III. Closing Phase:</i>							
Review subsequent events, contingencies and commitments							
Complete audit work and obtain management representations							
Review proposed audit adjustments with client							
<i>IV. Reporting Phase:</i>							
Review or assist in preparation of financial statement for Fish Lake Cove Community Development District							
Prepare management letter and other special reports							
Exit conference with Fish Lake Cove Community Development District officials and management							
Delivery of final reports							

b. SPECIFIC AUDIT APPROACH

Our partners are not strangers who show up for an entrance conference and an exit conference. We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

Planning Phase

Meetings and Expectations:

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Fish Lake Cove Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

Review Operations and Develop Engagement Plan

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

Study and Evaluate Internal Control

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

Conduct Preliminary Analytical Review

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

Detailed Audit Phase

Conduct Final Risk Assessment and Prepare Audit Programs

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

Perform Substantive Tests of Account Balances

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

Perform Single Audit Procedures (if applicable)

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

Perform Statutory Compliance Testing

We have developed audit programs for Fish Lake Cove Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

Closing Phase

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

Reporting Phase

Financial Statement Preparation

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

Management Letters

We want to help you solve problems before they become major.

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

Exit Conferences and Delivery of Reports

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

PROPOSED AUDIT FEE

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Fish Lake Cove Community Development District as follows:

September 2024	\$ 2,850
September 2025	\$ 3,100
September 2026	\$3,300

In years of new debt issuance fees may be adjusted as mutually agreed upon.

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

11CIV



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

FISH LAKE COVE

Community Development District

Proposal Due: April 3, 2025
12:00PM

Submitted to:

Fish Lake Cove
Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

April 3, 2025

Fish Lake Cove Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2024, with an option for two additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Fish Lake Cove Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



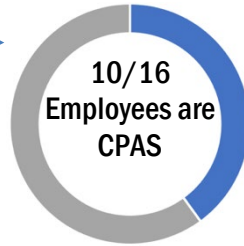
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team

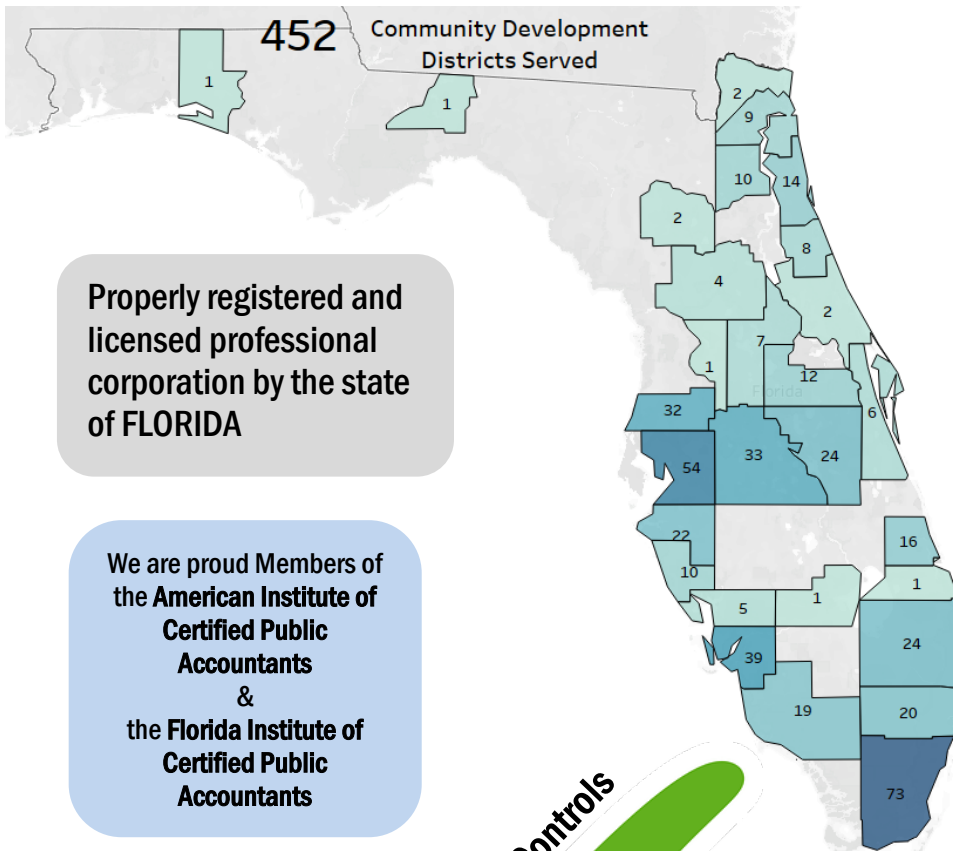


3 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Services Provided



Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

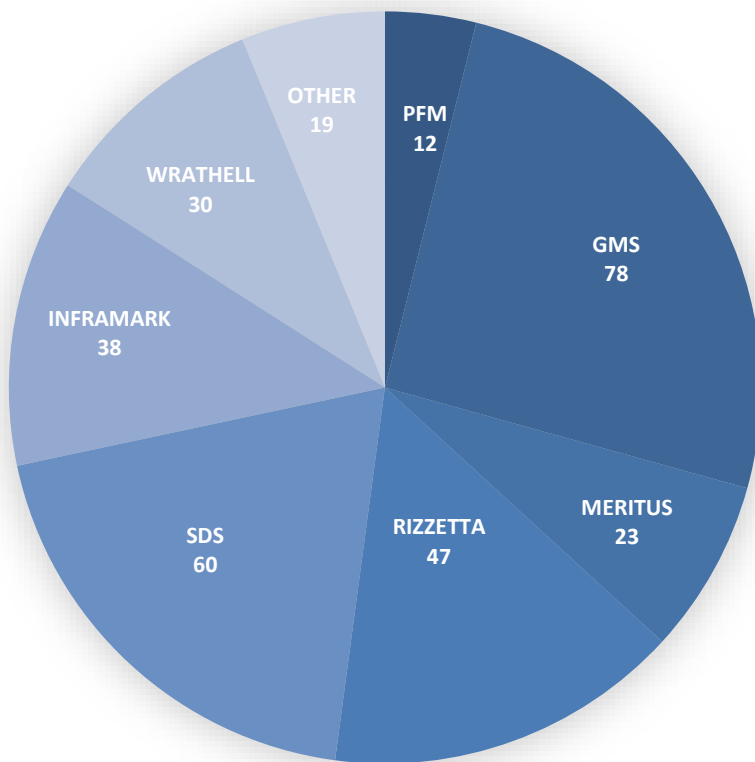
Review Number: 594791

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 35+

CPE (last 2 years):

Government

Accounting, Auditing:

40 hours; Accounting,

Auditing and Other:

53 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing Audits: 13+

CPE (last 2 years):

Government

Accounting, Auditing:

24 hours; Accounting,

Auditing and Other:

64 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I, II, IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

Professional Associations/Memberships

American Institute of Certified Public Accountants	Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants	Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	<u>53</u>
Total Hours	<u>93</u> (includes of 4 hours of Ethics CPE)



David Caplivski, CPA/CITP, Partner
Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Magnolia Island GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2026 are as follows:

Year Ended September 30,	Fee
2024	\$3,600
2025	\$3,700
2026	<u>\$3,800</u>
TOTAL (2024-2026)	<u>\$11,100</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. Our understanding is that Series 2025 Bonds have been issued during the 2025 fiscal year. If additional Bonds are issued, the fee would increase by \$1,500 for each year. The fee for subsequent annual renewals would be agreed upon separately.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	491	5	4	484	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing **Fish Lake Cove Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

11D

FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT

AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
Berger, Toombs, Elam, Gaines & Frank						
Carr, Riggs & Ingram						
DiBartolomeo, McBee, Hartley & Barnes, P.A.						
Grau & Associates						

NOTES:

Completed by: _____

Board Member's Signature

Date: _____

Printed Name of Board Member

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

14A

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, India Johnston, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Mar. 27, 2025

Notice ID: KHCr9lftmAdCrkEFsQCI

Notice Name: FISH LAKE COVE CDD*RFQ Engineering Services

PUBLICATION FEE: \$124.53

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

India Johnston

Agent

VERIFICATION

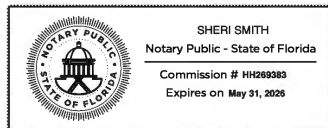
State of Florida
County of Broward

Signed or attested before me on this: 03/31/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.



REQUEST FOR QUALIFICATIONS ("RFQ") FOR ENGINEERING SERVICES FOR FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT

Fish Lake Cove Community Development District (the "District"), located in Osceola County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District's capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

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

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants must submit one electronic copy and one hard copy of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on April 10, 2025 and to the attention of Wrathell, Hunt and Associates, LLC, c/o Daniel Rom, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (561) 571-0010 ("District Manager's Office").

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager's Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager's Office, must be filed in writing with the District Manager's Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Daniel Rom at romd@whhassociates.com with e-mail copy to Jennifer Kilinski at jennifer@cddlattorneys.com.
March 27, 2025

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

14B

REQUEST FOR QUALIFICATIONS ("RFQ") FOR ENGINEERING SERVICES FOR FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT

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Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Daniel Rom at romd@whhassociates.com with e-mail copy to Jennifer Kilinski at jennifer@cddl原因ers.com.

**FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS**

COMPETITIVE SELECTION CRITERIA

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

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

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

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

3) Geographic Location (Weight: 20 Points)

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

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

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

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

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

6) Recent, Current and Projected Workloads (Weight: 10 Points)

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

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

14CI

Response to Request for Qualifications

For

Fish Lake Cove Community Development District



April 10, 2025

April 10, 2025Statement of Qualifications for
District Engineering Services**District Managers Office**Mr. Daniel Rom
Wrathell, Hunt, and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431**Alliant Engineering, Inc.**3901 Coconut Palm Drive, Suite 102
Tampa, Florida 33619
813.940.3465 MAIN**RE: Fish Lake Cove Community Development District**

Dear Mr. Daniel Rom and Members of the Evaluation Committee:

Alliant Engineering, Inc. (Alliant) and our teaming partners **Meskel & Associates Engineering (MAE)**, **ECS Florida, LLC** (ECS), and **Alliant Florida, Inc.** (Survey) are pleased to submit our proposal for Continuing Engineering Services. **Jeff Sprouse, PE** will serve as the district's Project Manager and be the primary point of contact. **Andrew Mansen, PE** will serve as the Assistant Project Manager.

Alliant was founded in Minneapolis in 1995 and has grown from a company with one employee into an organization of over 200 diverse professionals and support staff. We have provided services to clients like the **Fish Lake Cove Community Development District** for over 30 years. In 2015 Alliant expanded to Jacksonville, FL to better serve its southeast clients and again in May of 2023 opening an office in Tampa, FL to better serve its clients on the Gulf Coast. Alliant is an S-Corporation providing a range of comprehensive services including but not limited to civil engineering, construction services, intelligent transportation systems, landscape architecture, land survey, roadway design, structures, traffic engineering, and water resources.

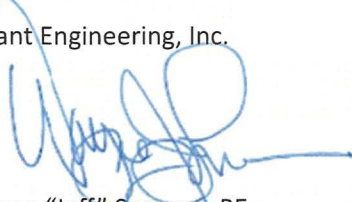
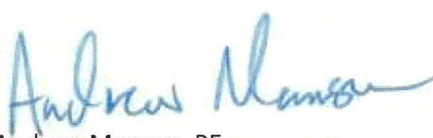
Alliant's business philosophy is to keep our values of community, excellence, creating value, collaboration, being future-focused, and integrity at the forefront of everything we do. Our corporate mission to Build Better Communities with Excellence and Passion is evident within our culture and our outstanding Client Service distinguishes us from other companies.

We understand you are looking for a consulting partner that is more than just a designer or engineer. You expect a partner that can lead and manage projects from concept through construction and efficiently address any challenges along the way. As your Project Manager, **Jeff Sprouse, PE** will serve as your primary point of contact and will ensure that our team will be focused, flexible, and responsive to the needs of the CDD and its residents. We will focus on timely, honest, and open communication to deliver quality work from the day the project starts through bidding, construction, and closeout.

Alliant is interested in pursuing this solicitation to continue to grow our services throughout Florida. We are excited to serve the **Fish Lake Cove Community Development District** and are committed to providing the highest quality service for selected projects. Thank you for your consideration and we look forward to partnering with you. Please feel free to contact me with any questions or if you require any additional information.

Sincerely,

Alliant Engineering, Inc.


Wayne "Jeff" Sprouse, PE
Senior Civil Engineer / Project Manager
✉ jsprouse@alliant-inc.com
☎ 813.954.4337
Andrew Mansen, PE
Assistant Project Manager
✉ amansen@alliant-inc.com
☎ 904.329.4001



Strong relationships are the cornerstone of our business. We've seen firsthand how they can result in better project outcomes, which benefit our client's reputation and future opportunities. We value and protect these relationships, which is why we've spent the last 30 years building connections nationwide in the public and private sectors and why our clients continue to choose Alliant for their projects.

Alliant is comprised of individuals from a variety of disciplines, backgrounds, and experience levels. We provide complex engineering and design solutions for projects that need to be completed on schedule and within budget—without sacrificing standards of performance. Together, our employee-owners are committed to excellence, collaboration, and integrity, bringing value to our employees, clients, and communities.

For over 30 years, we have focused on the values that drive our company. Keeping these values at the forefront of everything we do helps us provide opportunities to our employee-owners and serve our clients with the same level of integrity and sense of entrepreneurialism that has defined us for those three-plus decades.

Alliant's Team Guiding Principles:

- ▶ We innovate before, during, and after the design to provide the best solutions for our clients.
- ▶ We communicate with our clients, employees, sub-consultants, and project stakeholders to ensure that our projects stay on task, on schedule, and within budget.
- ▶ We dedicate ourselves to our business and our community.
- ▶ We deliver successful projects.
- ▶ We keep our ear to the rail and our nose to the grindstone.



COMMUNITY

Our community is where we live, work and play—it is who we are at Alliant—it is our industry and the world around us.



EXCELLENCE

It's about always doing our best and being the best at what we do.



CREATE VALUE

By solving challenges and delivering the best solutions, we create value that lives on long after the project is finished.



COLLABORATION

To take on the BIG challenges, we collaborate with our clients, our partners, and each other.



FUTURE FOCUSED

We look forward to the next idea, the next solution, and the next opportunity to build better communities.



INTEGRITY

The foundation of our success comes from the trust our clients and partners place with us to do business the right way.

**Brief Description of Services:****Civil Engineering**

- ◆ Site analysis, feasibility, planning
- ◆ Design development / budgeting
- ◆ Stormwater management design
- ◆ Permitting & agency coordination
- ◆ Construction drawings

Landscape Architecture

- ◆ Master planning
- ◆ Site analysis and planning
- ◆ Agency coordination and submittals
- ◆ Construction drawings

Land Survey (Alliant Florida, Inc.)

- ◆ Boundary surveys
 - ALTA/NSPS land title surveys
 - Certificate of survey
- ◆ Topographic surveys
 - Design location/existing conditions
 - Hydrographic survey
 - Underground survey (utilities)
- ◆ Record surveys
 - Subdivision
- ◆ Construction surveys
 - Establish horizontal & vertical site control
 - Staking horizontal & vertical site control
 - Volume measurements

Roadway Design

- ◆ Preliminary design
- ◆ Final design
- ◆ Municipal engineering
- ◆ Local road design
- ◆ Utilities
- ◆ Construction cost estimating
- ◆ Public involvement

Water Resources

- ◆ Hydrologic & hydraulic modeling
- ◆ Storm sewer design
- ◆ Culvert design
- ◆ Bridge hydraulics
- ◆ Stream restoration
- ◆ Detention design
- ◆ Water quality management
- ◆ Floodplain analysis & permitting

Construction Services

- ◆ Constructability reviews
- ◆ Contract development
- ◆ Contract administration
- ◆ Construction observation
- ◆ State & federal aid construction documentation
- ◆ Public and private utility coordination

Traffic Engineering

- ◆ Traffic, parking & specialty studies
- ◆ Bicycle & pedestrian planning & design
- ◆ Traffic signal operations & timing
- ◆ Traffic modeling
- ◆ Intersection & roadway safety studies
- ◆ Intersection control evaluations
- ◆ Traffic final design
- ◆ Project management

Environmental Services

- ◆ Environmental planning & documentation
- ◆ Wetland delineation
- ◆ Wetland permits
- ◆ Wetland mitigation & monitoring
- ◆ Ecologic restoration
- ◆ Natural resource surveys
- ◆ Invasive species surveys
- ◆ Construction SWPPP design
- ◆ NPDES permit compliance inspection
- ◆ Construction site management plans
- ◆ Tree inventories

**ENGINEER POINT OF CONTACT AND PROPOSED TEAM****Request for Qualifications for Engineering Services for Fish Lake Cove Community Development District, Osceola County, FL**

Public Notice Date: March 27, 2025

Solicitation No. N/A

Engineer Point of Contact:

Jeff Sprouse, PE / Project Manager

(813) 954-4337

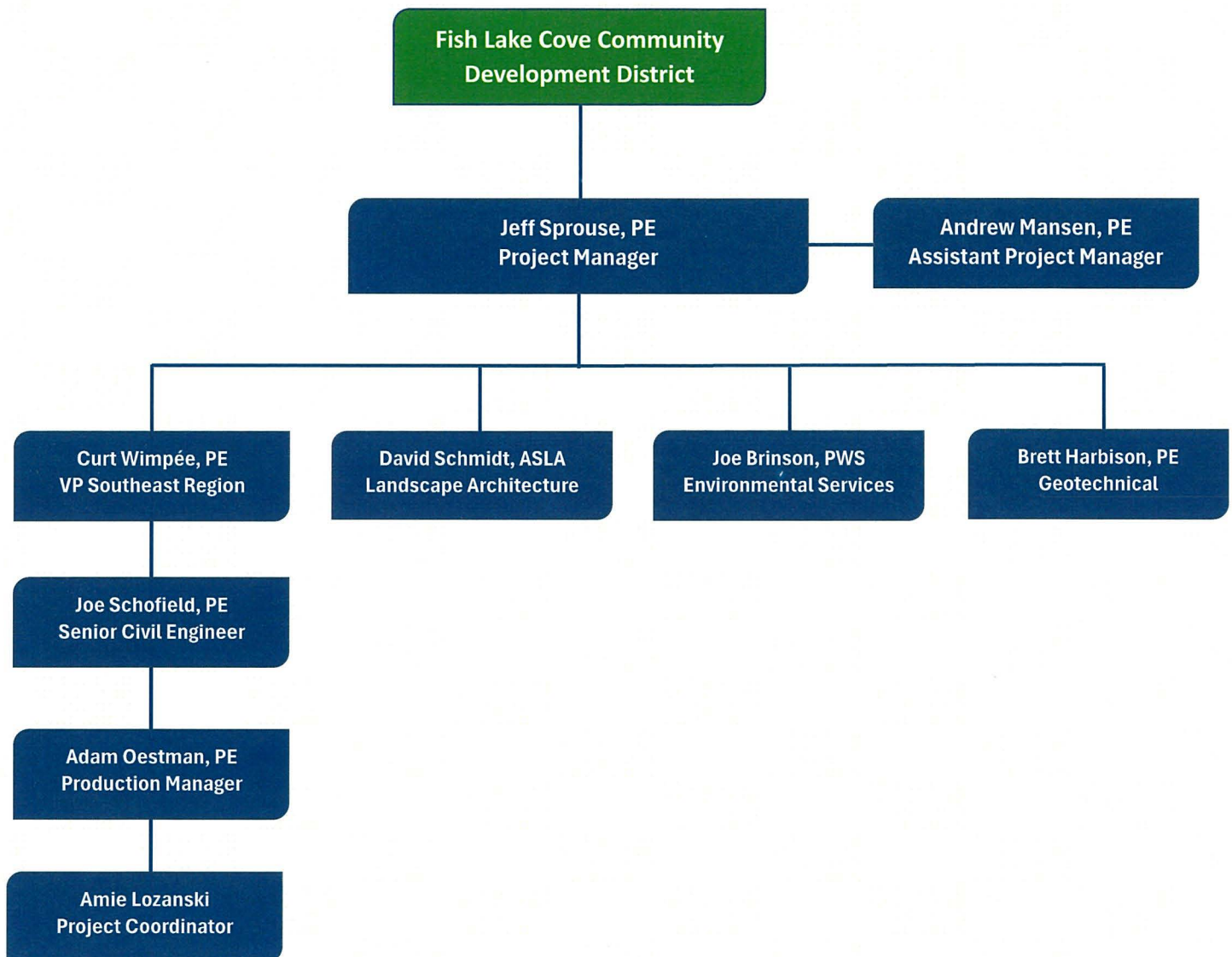
Alliant Engineering, Inc.

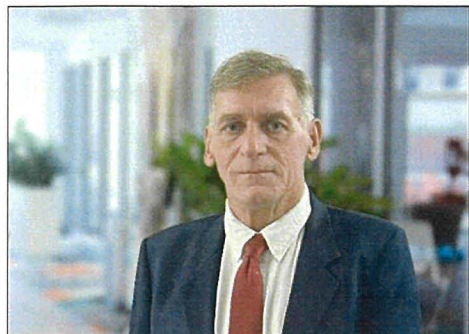
jsprouse@alliant-inc.com**PROPOSED TEAM**

Check		FIRM NAME	ADDRESS	ROLE IN THIS CONTRACT
Prime	Subcontractor			
X		Alliant Engineering	3901 Coconut Palm Drive, Suite 102 Tampa, Florida 33619	Project Management, Civil Engineering, and Landscape Services
	X	ESC Florida, LLC	4524 N. 56th Street Tampa, Florida 33610	Environmental Services
	X	Meskel & Associates Engineering	2202 N. West Shore Boulevard Suite 200 Tampa, Florida 33607	Geotechnical Services
	X	Alliant Florida, Inc. (A wholly owned subsidiary of Alliant Engineering, Inc.)	3901 Coconut Palm Drive, Suite 102 Tampa, Florida 33619	Land Survey Services



Exhibit 1. Organizational Chart of Proposed Team



RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS FOR THIS SUBMITTAL

Jeff Sprouse, PE
Project Manager

Licenses

- Professional Engineer in Florida (60821)

Education

- BS, Nuclear Engineering, Mississippi State University
- FDEP Stormwater Management Inspector #40208
- Advanced MOT Certified • 40-Hour OSHA Hazmat Certified • US Navy Engineering Lab Technician • Nuclear Power Plant Operations

Years Experience: 28 years overall, and 1 year with Alliant.

Mr. Sprouse brings over 28 years of diverse experience in design and construction across a wide range of projects. His expertise includes land development, water resources, municipal water systems, sanitary sewer design and rehabilitation, stormwater management, and roadway design and construction. He has also worked on vertical construction, structural fabrication and erection, as well as SCADA system design and integration for sanitary sewer and stormwater treatment facilities, like Alum Injection Systems. In addition, Mr. Sprouse has extensive experience in construction supervision and project management for roadway, water, sanitary sewer, site, drainage, and structural projects. He's served as both a Project Manager and Design Engineer on numerous similar projects, combining technical knowledge with hands-on leadership.

SHANNON ESTATES SUBDIVISION ♦ PLAN CITY, FLORIDA

This subdivision is on a 6.26-acre lot located along N. Shannon Avenue. The project included 8 lots, access road, stormwater facilities, potable water, reclaimed water, lift station, sanitary sewer, and stormwater system. The site contained 2.65-acres of wetland and was partially located within the 100-year floodplain. The site required permitting with multiple state, city and county departments. Floodplain analysis was performed using SWMM5 for cut and fill calculations to ensure no floodplain impacts and for the design of the stormwater system.

WEG PARK ROAD COMMERCIAL COMPLEX ♦ PLANT CITY, FLORIDA

Development of a 15.73-acre site which included a feed store, feed storage buildings, self-storage, RV storage, sidewalks, vehicular use areas and other miscellaneous impervious areas. The site required permitting with multiple state, city and county departments. Floodplain analysis was performed using SWMM5 for cut and fill calculations to ensure no floodplain impacts and for the design of the stormwater system.

NORTH PARK ROAD COMMERCIAL SUBDIVISION ♦ PLANT CITY, FLORIDA

This development included a 12.68-acre site located along North Park Road. The project included 5 commercial roads, stormwater facilities, potable water, sanitary sewer, stormwater, and the design of right and left turn lanes on N. Park Road. The site had 4.44-acres of wetland with 0.2-acres of impacts to the wetlands and was partially located within the 100-year floodplain. The site required permitting with multiple state, city and county departments. Floodplain analysis was performed using SWMM5 for cut and fill calculations to ensure no floodplain impacts and for the design of the stormwater system.

SWAN LAKE VILLAGE – MULTI-FAMILY DEVELOPMENT ♦ LAKELAND, FLORIDA

This development was a 19.08-acre site located along the south side of Griffin Road. The project included two 3-story apartment buildings which were 15,927 SF each, a 2,802 SF clubhouse with a pool, sidewalks, access roads, stormwater facilities, 3 ponds, potable water, and sanitary sewer. The project included the design of a 24'-0" x 5'-9" arch pipe across the wetland. The site has 5.83-acres of wetland with 0.18-acres of impacts to the wetlands and was partially located within the 100-year floodplain. The site required permitting with multiple state, city and county departments. Floodplain analysis was performed using SWMM5 and ICPR4 to ensure no floodplain impacts and for the design of the stormwater system.

**RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS FOR THIS SUBMITTAL****Andrew Mansen, PE**
Assistant Project Manager**Licenses**

- Professional Engineer in Florida (91277)

Education

- BS, Civil Engineering, California State University, Sacramento, CA

Years Experience: 14 years overall, 3.5 years with Alliant.

Mr. Mansen is a Civil Engineer with 4 years of experience in civil design. He graduated in 2011 with a BS in Civil Engineering from California State University. He has provided design, review, and/or management on many public and private site development projects in California and Florida.

BARBER POINTE SUBDIVISION ♦ CITY OF MACCLENLY, FLORIDA

Andrew served as the lead project engineer for the Barber Pointe Subdivision, a 367-unit residential development situated on a hillside in MacClenny, Florida. He played a central role in all aspects of the civil engineering design, which included developing 13 cascading stormwater ponds to address the site's challenging topography. Andrew designed over 16,500 feet of right-of-way infrastructure and oversaw utility layouts that included 17,500 feet of water mains, 14,500 feet of stormwater pipe with 170 structures, and 15,500 feet of sanitary sewer pipe with 69 structures. He also led the design of offsite improvements, including turn lane modifications and a 5,300-foot municipal force main extension connecting to the City's water treatment plant.

GROVELAND RETAIL DEVELOPMENT ♦ CITY OF GROVELAND, FLORIDA

Andrew led civil engineering efforts for the Groveland Retail Development, a 13-acre commercial and light industrial site located in the City of Groveland. His responsibilities included designing infrastructure systems and preparing FDOT-compliant stormwater calculations based on the 100-year storm event. He designed 2,000 feet of water main, 1,200 feet of new force main, and coordinated the relocation of 1,000 feet of existing force main. Andrew also developed plans for offsite roadway improvements, including the addition of turn lanes along US Highway 27 to support increased traffic volumes.

THE HARBOUR ♦ CITY OF JACKSONVILLE, FLORIDA

Andrew played a key engineering role in the redevelopment of The Harbour, a 43.8-acre site along the Intracoastal Waterway in Jacksonville. The project involved transforming an aging industrial marina into a vibrant, multi-use waterfront destination. Andrew's work included the design of a fully underground stormwater management system consisting of a 42,000-square-foot chamber system and 5,800 feet of chamber underdrain system, complemented by 6,000 feet of stormwater piping. He also designed 3,500 feet of sanitary sewer pipe to support the site's diverse uses, which include a 136-slip marina, public boat ramp, boat storage, multiple restaurants, an eight-story apartment building with 560 residences, a multi-story commercial and hotel structure, and dedicated recreational and wetland preservation areas.

**RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS FOR THIS SUBMITTAL****Joseph Schofield, PE**
Senior Civil Engineer**Licenses**

- Professional Engineer in Florida (69219)

Education

- MBA, St. Leo University
- BS, Civil Engineering, University of North Florida (UNF)

Years Experience: 21 years overall, 3 years with Alliant.

Mr. Schofield is a Senior Engineer with 21 years of experience in civil design and construction oversight. He has provided design, review, and/or management on hundreds of public and private roadway and site development projects in the southeast United States. He has partnered with dozens of state agencies along with local communities to advance a wide variety of projects to improve transportation infrastructure across the continental United States.

SHADOWCREST AT ROLLING HILLS CDD ♦ PHASES 3B & 3D ♦ CITY OF GREEN COVE SPRINGS, FLORIDA

Mr. Schofield assisted the CDD to secure electrical and landscape maintenance easements. He also reviewed all contractor, vendor, and supplier invoices and pay applications to help ensure proper use of the bond funds. Scope included cost estimating and writing the Engineer's Report for Shadow Crest phase of the district full planned build-out.

BEACHVIEW COVE SUBDIVISION ♦ CITY OF ORMOND BEACH, FLORIDA

Project Manager overseeing design and permitting for a 28-lot single family subdivision with private lift station on A-1-A adjacent to the Atlantic Ocean. All entitlements received and construction is underway. The project includes a planned FPL power pole relocation, work within the coastal construction control line (CCCL), and coordination of turtle friendly street lighting design.

PONCE PRESERVE SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

David served as Pipelines Engineer on this project. Route planning, feasibility, and constructability input to add redundancy to an existing 3,500 LF of 30-inch, 10,050 LF of 42-inch, 53,500 LF of 48-inch, and 5,200 LF of 54-inch large diameter DI transmission force main transporting sewage from ECUA's Main Street WTP situated along Pensacola Bay to ECUA's Chemstrand Treatment Plant in Escambia County. For this project David personally participated in team meetings, assisted with route selection, made recommendations in support of and produced route sketches for the project as well as investigating and making recommendations for bypass points of connection between the various force main segments.

RYAN'S LANDING SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

Project Manager overseeing design and permitting for a 95-lot single family subdivision. All entitlements have been received; construction start date is undetermined at this time.

UNIVERSITY OF FLORIDA CLUBHOUSE ♦ CITY OF JACKSONVILLE, FLORIDA

Design engineering and project manager for the proposed recreational flex-space building with pool situated on a 2.4-acre parcel of land adjacent to Osprey Village and Osprey Cove. Mr. Schofield's involvement included oversight of modifications to existing facilities, utility design, drainage design, and coordination of architectural elements in support of production of a seamless construction package.

**RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS FOR THIS SUBMITTAL****Adam Oestman, PE**
Production Engineer**Licenses**

- Professional Engineer in Florida (98440),

Education

- BS, Civil Engineering, Murray State University

Years Experience: 6 years overall, 3 years with Alliant.

Mr. Oestman has more than six years' experience in the design and construction of private infrastructure projects. He has worked on numerous developments and infrastructure improvements for commercial, medical, municipal, and residential projects around the country. Typical project requirements are land acquisition, contract review, site assessment, land planning, development cost analysis, scheduling, approval coordination, preparation of contract documents, and construction administration.

RECLAIM WATER MAIN EXTENSION ♦ CITY OF DELAND, FLORIDA

Lead design engineer preparing the construction documents for a +/- 6,000 LF reclaim main extension.

SAWMILL BRANCH SUBDIVISION ♦ MULTIPHASE SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

Lead design engineer preparing the construction documents for multiple single family residential subdivision phases totaling over 1,000 lots.

HYMON CIRCLE DRAINAGE IMPROVEMENTS ♦ CITY OF BUNNELL, FLORIDA

Design engineer preparing construction documents for a two-phase project in the City of Bunnell, including +/- 2,000 LF of roadside drainage improvements as well as +/- 3,000 LF of existing drainage ditch improvements.

SPRING LAKE PARK CDD ♦ MULTIPHASE SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

Preparing construction documents, cost estimate, and associated construction administration for a single-family subdivision with multiple phases for a total of 421 lots.

SHADOWCREST AT ROLLING HILLS SUBDIVISION ♦ CITY OF GREEN COVE SPRINGS, FLORIDA

Lead design engineer preparing construction documents for a single-family, 247 lot subdivision as well as associated construction administration throughout the project.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS FOR THIS SUBMITTAL

Curt Wimpée, PE
Vice President Southeast Region
Licenses

- Professional Engineer in Florida (79764), Minnesota (40487), Georgia (031340), N. Carolina (053415), S. Carolina (41355), and Tennessee (125610)

Education

- BS, Civil Engineering, University of Minnesota

Years Experience: 28 years overall, 10 years with Alliant.

Mr. Wimpée is the VP of the Southeast Region with 28 years of experience in municipal engineering, land development, and transportation. Curt's experience includes localized and regional utility extensions, lift stations, city and DOT roadway reconstructions, new roadways, MOT plans, signage and striping plans, concrete and asphalt pavement design, storm water management systems, regional drainage studies, residential mixed use, and large-scale commercial developments.

CITY ENGINEER (CONSULTANT) CITY OF BUNNELL ♦ CITY OF BUNNELL, FLORIDA

Engineer of Record for numerous city infrastructure projects. Projects include roadway paving, assessment, rehabilitation, replacement, stormwater system design and modeling, water main (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design and rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation, public messaging, and interaction.

CITY ENGINEER (CONSULTANT) CITY OF FLAGLER BEACH ♦ CITY OF FLAGLER BEACH, FLORIDA

Engineer of Record for numerous city infrastructure projects some of which included roadway paving/assessment/rehabilitation/replacement stormwater system design and modeling, water main (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentation and representation. Public messaging and interaction.

CITY ENGINEER FOR THE CITY OF MENDOTA HEIGHTS ♦ CITY OF MENDOTA HEIGHTS, MN

Performed as Engineer of Record for numerous city infrastructure projects which included roadway paving, assessment, rehabilitation, replacement, stormwater system design and modeling, water main (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation. Public messaging and interaction.

CITY ENGINEER (CONSULTANT) CITY OF TWO HARBORS ♦ CITY OF TWO HARBORS, MN

Performed as City Engineer in all aspects of design for city improvement projects. Representative projects included approximately 6 miles of roadway and utility reconstruction for rural to urban street reconstructions. Tasks included complete corridor survey of projects, design, cost estimating, bidding and award, and full-time construction inspection.

CITY ENGINEER (CONSULTANT) CITY OF SCANLON ♦ CITY OF SCANLON, MN

Performed as Engineer of Record for numerous city infrastructure projects. Projects included roadway, paving, assessment, rehabilitation, replacement, stormwater system design and modeling, water main (potable and reclaim) extensions, rehabilitation, replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation. Public messaging and interaction.



RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS FOR THIS SUBMITTAL

**David Schmidt**
Director of Landscape Architecture**Education**

- BS, Landscape Architecture University of Arkansas, Minor in Horticulture
- Currently pursuing licensure as a Landscape Architect in Florida in 2025

Years Experience: 16 years overall, 2 years with Alliant.

Mr. Schmidt has more than 16 years' experience in the fields of land development planning, landscape architecture, urban design, and project management and is the Director of Landscape Architecture at Alliant. His primary responsibilities include project management, regulatory approvals, site layout and design, construction documentation, regional and community planning, and graphic design.

SWEETGRASS ♦ CITY OF ST. MARY'S, GA

Served as project manager and designer responsible for the neighborhood entry, common area, pocket parks, beer garden, dog walk, and amenities at the clubhouse. Sweetgrass is a 150-acre community that will feature 312 multifamily units, 194 townhomes, 143 single family homes, and 212,600 SF of commercial space. The Sweetgrass community will be home to almost 650 families in a walkable, mixed-use neighborhood that provides not only housing, but places for working, shopping, recreation, and civic engagement.

REVERIE AT TRAILMARK ♦ CITY OF ST. AUGUSTINE, FLORIDA

David served as the project manager and designer responsible for the neighborhood entry, common area, pocket parks, beer garden, dog park, and amenities at the clubhouse. Reverie is a 55+ community located in St. Augustine, FL permitted as a Community Development District that consists of 487 single family homes and a 4,600 SF clubhouse.

BRADENTON RIVERWALK ♦ CITY OF BRADENTON, FLORIDA

David and his team were responsible for multiple project components, such as data collection, landscape design, renderings, and 3D modeling for the master plan. Kimley-Horn completed the master planning process for the 1.5-mile-long riverfront area in Bradenton known as the Riverwalk. Services included grant funding analysis, master planning, public involvement, design development, and stakeholder coordination. Unanimous approval was given from the Bradenton City Council with the preparation of construction documents and permitting drawings.

TOM BENNETT PARK ♦ MANATEE COUNTY, FLORIDA

Provided master plan design and renderings for the public meeting process. Substantial environmental restoration of the waterfront was key to the project's success. Key design elements included a civic open space, amphitheater, several miles of trails and waterfront promenades, active recreation fields, a community building, and interpretive signage highlighting the significant environmental restoration of that project.

EMERALD TRAIL ♦ CITY OF JACKSONVILLE, FLORIDA

Served as senior project manager for segment #1 construction and segment #2 design of a multi-modal trail system in the urban core. This expansive trail network, spanning about 30 miles, connects 14 historic neighborhoods to downtown, creeks, the St. Johns River, 16 schools, two colleges, and 21 parks, with numerous other amenities and businesses. An additional 13 schools and 17 parks are nearby.

**RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS FOR THIS SUBMITTAL****Joe Brinson, PWS**
Environmental Senior Project Manager**Licenses**

- Professional Wetland Scientist

Education

- BS, Forest Resource Management / Forest Biometrics,
University of Georgia

Years Experience: 27 years overall, 2.5 years with ECS, Florida LLC.

Mr. Brinson is an Environmental Senior Project Manager for ECS and has more than 26 years' experience in wetland permitting, species, timber assessments, greenbelts, and tree/arborist services. His responsibilities include the daily management of all phases of environmental, including proposal preparation and review, environmental compliance (Spec/NPDES), budgeting daily and ongoing activities, preparation and review of reports, client interaction, invoicing, and marketing.

TOWN CENTER BOULEVARD PROPERTY ♦ CITY OF PALM COAST, FLORIDA

Project Manager, ECS completed an ecological study with the purpose to evaluate the site for the occurrence and/or potential occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats.

DIX ELLIS TRAIL ♦ CITY OF JACKSONVILLE, FLORIDA

Project Manager, ECS completed a preliminary wetlands delineation study to evaluate jurisdictional wetlands and/or protected wildlife species and their habitats.

BEAUTYREST AVENUE PROPERTY ♦ CITY OF JACKSONVILLE, FLORIDA

Project Manager, ECS completed an Ecological Due Diligence with Cultural Resource Assessment Report (CRAS). The purpose of the field visit was to evaluate the site for the occurrence and/or potential occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats.

FIRST COAST EXPRESSWAY ♦ MIDDLEBURG, CLAY COUNTY, FLORIDA

Project Manager, ECS completed a preliminary wetlands delineation and preliminary threatened and endangered species survey. The purpose of the field visit was to evaluate the site for the occurrence and/or potential for occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats.

BAINBRIDGE NOCATEE PARKWAY PROJECT ♦ CITY OF JACKSONVILLE, FLORIDA

Project Manager, ECS completed a preliminary wetlands delineation and preliminary threatened and endangered species survey. The purpose of the field visit was to evaluate the site for the occurrence and/or potential occurrence of jurisdictional wetlands and/or protected wildlife species and/or habitat on the site and its relevant surroundings.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS FOR THIS SUBMITTAL

Brett H. Harbison, PE
Director of Transportation & Geotechnical Services and Principal Engineer
Licenses

- Professional Engineer, Florida (74679)
- Professional Engineer, Georgia (PE37919)

Education

- BS, Civil Engineering, Florida State University (FSU)
- Graduate Courses, University of Central Florida

Years Experience: 16 years overall, 5 years with Meskel & Associates Engineering, PLLC

Brett has more than 18 years of field, laboratory, and geotechnical analysis experience throughout Florida. He manages the entire geotechnical process which includes drilling, laboratory testing, and analysis for numerous Florida Department of Transportation (FDOT) projects. Brett is experienced in both Design-Bid-Build and Design-Build FDOT project delivery methods. As a Certified Smartpile EDC system user, he has provided dynamic load testing services on numerous pre-stressed, pre-cast concrete driven piles on bridge foundation project throughout Florida.

MONCRIEF PEDESTRIAN BRIDGE REPLACEMENT ♦ CITY OF JACKSONVILLE, FLORIDA

Senior Engineer responsible for the geotechnical exploration, laboratory testing, and engineering analysis for the pedestrian bridge. The main span and extended ramps will be supported on 54-inch non-redundant drilled shafts. The existing bridge was approximately 70-75 feet long, the replacement bridge will be about the same.

FDOT DISTRICT 2, I-95 NASSAU RIVER BRIDGE IMPROVEMENTS ♦ DUVAL / NASSAU COUNTY LINE, FLORIDA

Foundation/Geotechnical Engineer of Record/Project Manager responsible for field coordination, laboratory shear strength testing, rock core strength testing, and geotechnical analysis to support design and construction of non-redundant drilled shafts to support crutch bents proposed for the existing I-95 north and southbound bridges. Brett directed field crews and staff in performing 24 Standard Penetration Tests (SPT) borings in tidally inundated project area using amphibious and sound barge platforms. Borings were advanced to depths of 125 feet below the river mudline. Static axial shaft capacities were estimated to determine anticipated shaft tip elevations. Engineering reports were prepared including drilled shaft analysis, soil parameter recommendations for lateral analysis, and shaft installation construction recommendations.

CITY OF JACKSONVILLE (COJ) NORTHBANK BULKHEAD REPLACEMENT ♦ CITY OF JACKSONVILLE, FLORIDA

Geotechnical Engineer responsible for coordinating the geotechnical exploration to replace the existing bulkhead along the northern bank of the St. Johns River in downtown Jacksonville extending between the Fuller Warren Bridge and Liberty Street. The project included constructing a new bulkhead wall in front of the existing bulkhead and installing anchors thru the existing bulkhead. Scope of Work included land and waterside SPT borings, rock coring, laboratory testing, and engineering analysis for the design and construction of the new bulkhead and anchors.

CITY OF JACKSONVILLE (COJ) SIDEWALKS AND PEDESTRIAN IMPROVEMENTS ♦ CITY OF JACKSONVILLE, FLORIDA

Geotechnical Project Manager, services for projects under this contract consist of geotechnical exploration and engineering analysis for tasks such as new sidewalks, drainage improvements, culvert extensions and replacement, and retaining walls. The geotechnical exploration included mobilizing our truck-mounted drill rig to city roads and highways. Following subsurface exploration, laboratory testing, and geotechnical engineering analysis, we provided geotechnical recommendations and site preparation recommendations. These recommendations included clearing and stripping, temporary groundwater control, soil parameters for culvert design, excavation protection, and structural backfill for compaction of structural backfill.

LONNIE MILLER SR. REGIONAL PARK STRUCTURES & PEDESTRIAN TRAIL ♦ CITY OF JACKSONVILLE, FLORIDA

Geotechnical Engineer for park improvements proposed to include multiple new courts, multi-use fields, playgrounds, pavilions, new parking areas, elevated boardwalks, restroom, and concession facilities, 2-story concrete scorer's building and 2,700 LF of asphalt surfaced pedestrian trail. Geotechnical explorations were performed. Reporting was presented with design recommendations for shallow foundations, groundwater control and underdrain recommendations for field areas along with construction of asphalt pavement base and structural courses for the trail system. Site preparation and earthwork recommendations included clearing and stripping, removal and replacement of deleterious soils/debris encountered, temporary groundwater control, and placement/compaction of fill and backfill soils.

**REPRESENTATIVE PROJECTS****Shadowcrest at Rolling Hills Community Development District**
Phases 3B and 3C, Green Cove Springs, Florida**Project Owner's Information****Project Owner**

Rolling Hills Community Development
District

Point of Contact

Marilee Giles

Contact No.

(904) 940-5850 x 412

Community Development District (CDD) constructed by bond issuance infrastructure to support a 247-lot single-family platted phase of the community. Mr. Schofield is the acting District Engineer for this part of the project and is also the Engineer of Record.

This project required coordination with the primary CDD engineer to coordinate ongoing construction of a prior phase of the project Shadow Crest, being adjacent to Rolling Hills. Construction ran concurrently so both Engineer's attended each monthly board meeting to give updates on each respective project. The prior phase included construction of a lift station to receive effluent from both projects.

Mr. Schofield assisted the CDD to secure electrical and landscape maintenance easements. He also reviewed all contractor, vendor, and supplier invoice and pay requests to ensure proper use of the bond funds. Scope included cost estimating and writing the Engineer's Report for the Shadow Crest phase of the district full planned build-out.



REPRESENTATIVE PROJECTS

Reverie at Palm Cost Subdivision
Palm Coast, Florida



Project Owner's Information

Project Owner

Sunbelt Land Management

Point of Contact

Ken Belshe

Contact No.

(386) 986-2411

Alliant is the Engineer of Record for complete design and permitting of 421 home Community Development District residential subdivision. Provided all aspects of oversight and design. Provided Certified Engineer's Report including cost estimating for the CDD.

REPRESENTATIVE PROJECTS

Westside Sewer Improvements, Phase 1
City of Bunnell, Florida



Project Owner's Information

Project Owner
City of Bunnell

Point of Contact
Dustin Vost, Infrastructure Director

Contact No.
(386) 437-7515

Alliant prepared and submitted a St. Johns River Water Management District (SJRWMD) REDI Grant Application on behalf of the city. The application was ranked #1 by the SJRWMD. The project consisted of sanitary sewer CIPP lining, lift station upgrades, and regional storm sewer and swale improvements to address ongoing flooding issues in the Dean Road neighborhood.

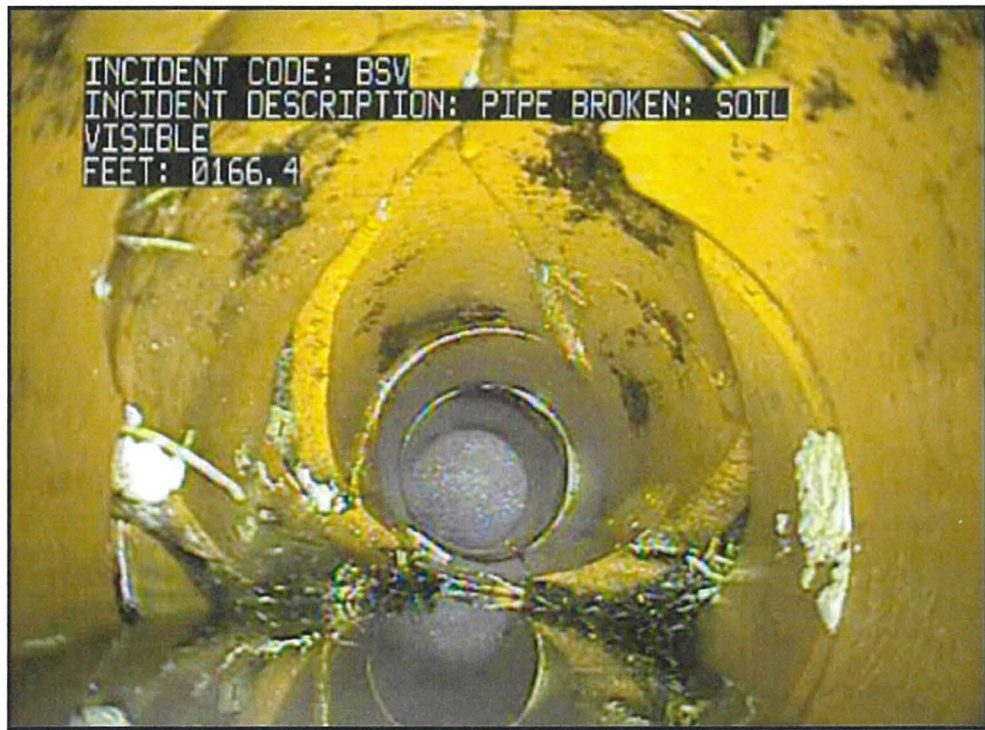


REPRESENTATIVE PROJECTS

City of Bunnell Slip Lining Rehabilitation

City of Bunnell, Florida

Alliant completed and submitted a SJRWMD REDI Grant Application on behalf of the City of Bunnell, FL. The project was funded by the SJRWMD and City funds, Alliant performed a 1.1-mile route survey along SR 100 (Moody Blvd.) in the City from Grand Reserve Parkway to North Palmetto Street. This required deed research for all adjacent properties along the route including FDOT right-of-way. Alliant also designed and prepared bid documents for a reclaimed water main.



Project Owner's Information

Project Owner

City of Bunnell

Point of Contact

Dustin Vost, Infrastructure Director

Contact No.

(386) 437-7515

Firms Involved with This Project

Firm Name

Alliant Engineering, Inc.

Alliant Florida, Inc.

Firm Location

Jacksonville, Florida

Jacksonville, Florida

Role

Project Engineer

Land Surveyor

REPRESENTATIVE PROJECTS
Sweetgrass Apartments, Phase 1, Enhanced Landscape
St. Mary's, Georgia

Project Owner's Information
Project Owner

Sweetgrass Acquisition, LLC

Point of Contact

Ron Buckley

Contact No.

(904) 247-5334

Sweetgrass is a 150-acre master planned development located in St. Mary's GA for Tierra Linda Development, LLC. Sweetgrass is comprised of 312 class A multi-family units, 194 townhomes, 143 single family homes and 212,600 SF of commercial space. Working in collaboration with the client, architect, and interior designer, the Sweetgrass project will be home to approximately 650 families in walkable, mixed-use neighborhoods that provide not only housing but places for working, shopping, recreation, and civic engagement. The team's services included project management for the enhanced landscape design, irrigation, neighborhood clubhouse, and amenity area which included the clubhouse pool deck, shade structures, outdoor kitchen, landscape architecture, hardscape, site electrical engineering (managed sub), mail kiosk, design of the neighborhood entry monument, security gate, dog park and all site civil

Firms Involved with This Project
Firm Name

Alliant Engineering, Inc.

Alliant Florida, Inc.

Firm Location

Jacksonville, Florida

Jacksonville, Florida

Role

Project Engineer

Land Surveyor

**REPRESENTATIVE PROJECTS****Trout Creek Community Development District**
St. Johns County, Florida**Project Owner's Information****Project Owner**Trout Creek Community Development
District**Point of Contact**

Melissa Dobbins

Contact No.

(904) 436-6240

ECS Florida, LLC completed an Arboriculture Assessment for the landscape and tree decline predominantly live oaks with a few magnolias. ECS understood the trees started to decline approximately two years after they were planted. The scope of work included assessing the current condition of landscaping trees along Shearwater Parkway to determine whether conditions required removal and recommend an appropriate course of action for remediation. Investigative methods used were visual inspection of roots and tree, soil pH and nutrient analysis, root excavation, general leaf density analysis, irrigation water pH testing and bulk density testing of the soil.

Firms Involved with This Project**Firm Name**

ECS Florida, LLC

Firm Location

Jacksonville, Florida

Role

Environmental

**REPRESENTATIVE PROJECTS****Tapestry Westland Village**
Jacksonville, Florida**Project Owner's Information****Project Owner**

Arlington Properties

Point of Contact

Trey Barnes

Contact No.

(205) 397-6834

This property is a 28-acre luxe apartment community located in Jacksonville, FL at the intersection of Collins Road and Plantation Bay Drive. This project included performing a geotechnical exploration, laboratory testing program, and engineering analysis to assist the design team with the design of twelve 3-story residential buildings, a single-story clubhouse, lift station, pool, and dog park. Our analysis included providing recommendations for the construction of shallow foundations and a wet well structure.

Borings: 16 SPT, 16 Hand Augers

Total Feet: 533 LF (9 SPT to 30 feet, 4 SPT to 20 feet, 1 SPT to 25 feet, 5' sampling intervals) (16, 6-foot hand augers, 1 foot sampling intervals).

Samples: 223

Firms Involved with This Project**Firm Name**

ECS Florida, LLC

Firm Location

Jacksonville, Florida

Role

Environmental


KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

Names of Key Personnel	Role in This Contract	Involvement in Example Projects						
		1	2	3	4	5	6	7
Jeff Sprouse, PE	Project Manager	X		X	X		X	
Andrew Mansen, PE	Assistant Project Manager	X		X	X		X	
Joseph Schofield, PE	Senior Civil Engineer	X		X	X			
Adam Oeastman, PE	Production Manager		X					
David Schmidt	Director of Landscape Architecture					X		
Joe Brinson, PWS	Professional Wetland Scientist						X	
Brett Harbison, PE	Director of Transportation & Geotechnical Services							X

Example Project Key

Number	Title of Project	Number	Title of Project
1	Shadow Crest at Rolling Hills CDD (Ph. 3B & C)	6	Trout Creek Community Development District
2	Spring Lake Subdivision	7	Tapestry Westland Village
3	Bunnell Westside Sewer Improvements	8	
4	Bunnell Slip Lining Rehabilitation	9	
5	Sweetgrass Apartments, Ph. I Enhanced LS	10	

**ADDITIONAL INFORMATION****FIRM LICENSURE AND PREQUALIFICATIONS**

Alliant is licensed to perform professional engineering in the state of Florida and is certified with the Florida Department of State as an S-Corporation. A copy of the firm's licenses and key staff licenses can be found in Appendix A.

No judicial or administrative agency or qualification board has ever investigated Alliant or any of its employees. Neither Alliant nor any Alliant employee, including its engineers has ever received prior adverse decision or settlement relating to a violation of ethical standards.

OTHER TECHNICAL SKILLS REFERENCE

- ▶ 6.1 – Traffic Engineering Studies
- ▶ 6.2 – Traffic Signal Timing
- ▶ 6.3.1 – Intelligent Transportation Systems Analysis and Design
- ▶ 6.3.2 – Intelligent Transportation Systems Implementation
- ▶ 6.3.3 – Intelligent Transportation Traffic Engineering Systems Communications
- ▶ 7.3 – Signalization
- ▶ 8.1 – Control Survey
- ▶ 8.2 – Design, Right-of-Way, and Construction Surveying
- ▶ 8.4 – Right-of-Way Mapping

AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

April 10, 2025

NAME AND TITLE

Curt Wimpee, PE / VP Southeast Region

ADDITIONAL INFORMATION

To full address the criteria requested in the RFQ, we offer the following additional information. This further demonstrates Alliant Engineering's expertise and capabilities to perform all work that is anticipated under contract as the District Engineer.

ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

Alliant Engineering, Inc. (Alliant) offers professional design and project management services in municipal infrastructure, land development, transportation, traffic engineering, design-build, structural, landscape architecture, and surveying. Alliant's backbone is a professionally diverse group of talented professionals dedicated to providing quality design, management, and construction services. Established in 1995, Alliant has provided 29 years of professional engineering services to a broad range of public and private clients. Our collaborative team approach and integrated management style allows us to efficiently complete projects while providing a high level of quality. We bring value to our clients by combining unmatched civil engineering, expertise, and innovation.

In addition to being highly qualified for this work, we have intricate knowledge of the infrastructure challenges within smaller communities. Our key staff for this project team are experts in their disciplines and well suited to provide the continuing engineering services required of your District Engineer.

At the program level, we have the following critical roles:

- Project – Responsible for building project teams tailored to meet project goals, provide ongoing project oversight, and be the primary point of contact for the district. Jeff Sprouse, PE was selected to be Project Manager because in addition to having 28 years in the industry, he understands how to make CDD projects successful. As Project Manager, Jeff will be handling the district meetings and managing the construction/engineering services.

He will also ensure all team members are trained in the Alliant Quality Management Process and verifying that quality processes are followed on individual projects.

- Assistant Project Manager – Responsible for identifying team members for individual work orders and ensuring uniformity in format and standards between projects. This individual is also an expert technical resource for project teams.

Our team is organized to execute work orders quickly and ensure quality and timely delivery



Project / Quality Manager

David R. Landing, PE



Assistant Project Manager

Andrew Mansen, PE

**ADDITIONAL INFORMATION****CERTIFIED MBE**

Alliant's teaming partner **Meskel & Associates Engineering (MAE)** is a certified Women owned DBE and JSEB based in Jacksonville, FL with additional office in Lake City and Tampa. They specialize in geotechnical engineering, drilling, and laboratory testing services. MAE's certifications are included at the end of this form.

WILLINGNESS AND ABILITY TO MEET TIME AND BUDGET REQUIREMENTS

At Alliant, we take pride in delivering complex projects on difficult timelines. This can only be accomplished through great project management and a sound project approach. Open, honest, and timely communication with the District, stakeholders, and potential subconsultants is the key to project success.

We will facilitate all formal reviews in an organized and timely manner to keep the project moving forward. We will also conduct progress meetings to efficiently provide updates and to discuss design issues that are crucial to the schedule for both the district and the project team. Our Quality Management Plan (QMP) will be revised to be specific to each project and will be followed throughout the design.

For a project to be efficient, not only does the engineering and project management need to be effective, understanding the permitting agencies and maintaining those key relationships is a necessity. Alliant has performed a multitude of projects and has both the expertise of dealing with the appropriate permitting agencies as well as maintaining those relationships needed to be efficient with complex projects. Alliant has developed relationships over the years with subconsultants as well as contractors. We have the expertise and knowledge to develop designs to help minimize cost to our clients during construction. This can be done because of our knowledge of building systems and construction techniques. Anticipation of construction techniques and communication with contractors during design are key elements to an effective cost savings project approach.

COMMUNICATION WITH THE DISTRICT

Fast-tracked projects require intense and continuous communication and collaboration with the district and their oversight team. Alliant will establish a draft meeting schedule for discussion at the kickoff meetings. We envision three levels of meetings: Design Review, Over-the-Shoulder Review and Progress Meetings.

**INTEGRITY****COLLABORATION****EXCELLENCE****DESIGN REVIEW**

Alliant's teaming partner Meskel & Associates Engineering (MAE) is a certified Women owned DBE and JSEB based in Jacksonville, FL with additional office in Lake City and Tampa. They specialize in geotechnical engineering, drilling, and laboratory testing services. MAE's certifications are included at the end of this form.

OTSR

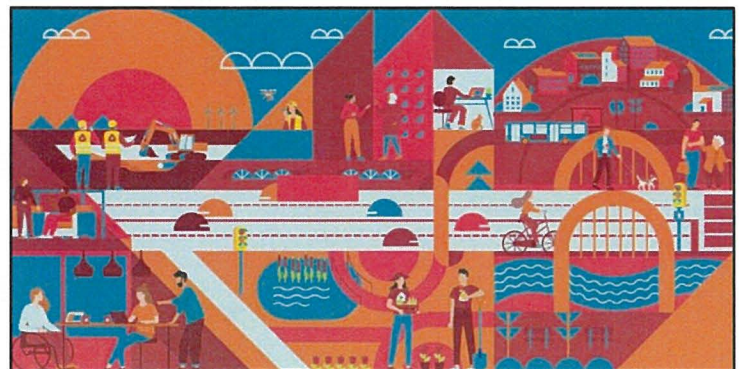
OTSRs will be scheduled in between the major milestones. These informal design reviews will allow the district to be kept abreast of and have input into the design as it is progressing. The intent of these meetings is to present "in-progress" plans to the district to discuss specific issues where decisions are required that may impact schedule. OTSRs may also include key stakeholders as appropriate. It is envisioned that most OTSR meetings would be face-to-face.

PROGRESS MEETINGS

We will use frequent progress meetings to keep the district's team fully informed and involved in all aspects of the project. These meetings serve as a forum to address issues, hot topics, and identify action items that need to take place. The meetings can also serve as mini "over-the-shoulder" design review for portions of the project to get instant feedback from the district regarding any issues. We consider these meetings to provide collaboration on the fly" and use them to present all key components of the design prior to the actual submittal. This approach ensures that the district is part of the decision making, reducing the risk of surprises and potential rework.

Most meetings will include an agenda, meeting minutes, and action item log. The minutes and action item log can be shared internally with Alliant's team, and with the district staff to inform people not at the meeting of decisions and action items that were identified.

In addition to regularly schedule meetings, we will establish the systems and protocols for easy sharing of electronic files to assist with design collaboration and review.



ADDITIONAL INFORMATION

RECENT, CURRENT, AND PROJECTED WORKLOADS

Alliant is dedicated to client satisfaction which means we must honor schedule commitments. To that end, we regularly assess our workload and plan for growth by keeping our staff level above our immediate needs. This enables us to keep quality and responsiveness at the highest level. **Jeff Sprouse, PE** can allocate the support staff and resources to easily meet any schedule. A project schedule will be developed at the onset of each opportunity received from the district. That schedule will be developed by working in concert with the major stakeholders. The appropriate Alliant team members will then be assigned responsibilities and deadlines to produce deliverables. We will work with district staff for a full understanding of the scope and expectations so we can provide a service that exceeds expectations.

Alliant project managers meet each week to discuss current workload and staffing needs. We maintain a high-level project design schedule that tracks the expected level of project commitments per month compared to the available staffing. At our project manager meetings, we discuss project specific needs and upcoming deadlines to determine if the current staffing is appropriate or if changes will be required to ensure that schedules are met.

Exhibit 2 below illustrates the estimated time allotment that each of the key members can contribute now. These percentages will fluctuate from week to week based on external influences, but resources will be concentrated when needed to complete specific tasks or address project needs as critical items dictate.

CONSULTANT'S PAST EXPERIENCE AND PERFORMANCE

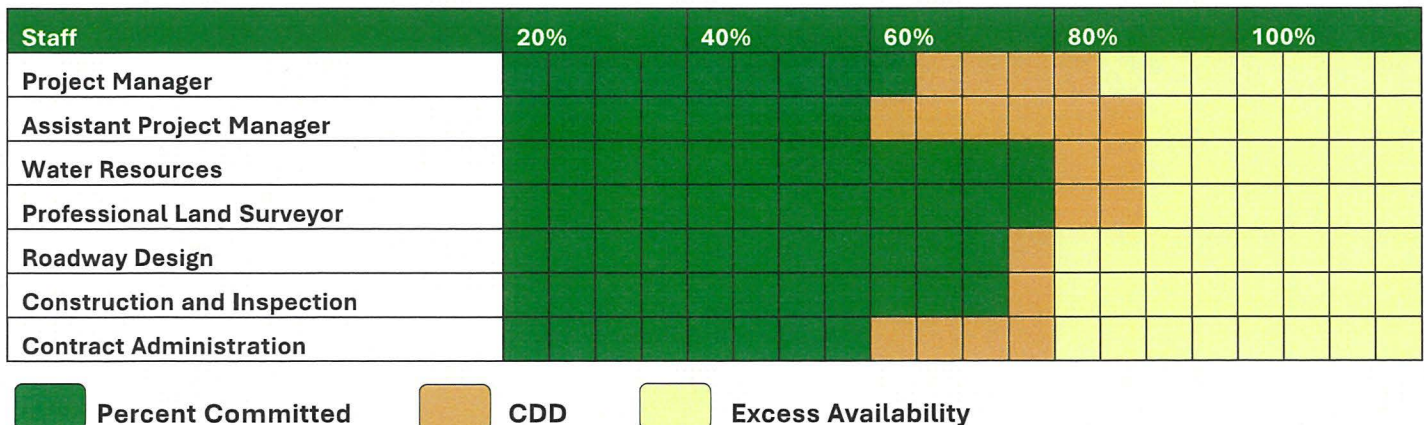
The Alliant team has the experience and expertise required to provide high quality professional services to the district. We would be honored and excited to work with you on future projects as we have with several municipalities in the past including the following:

Alliant has been serving the southeast region from our Jacksonville, Florida office since 2015. During that time, we have partnered with cities throughout Florida to address civil engineering needs through on-going contracts. Curt Wimpée, PE is Alliant's Southeast Regional Manager with over 26 years of experience.

In 2017, Alliant was selected to provide city wide civil engineering services for the City of Bunnell, FL. From the onset of services, Alliant has worked with the city to obtain over 2.5 million dollars in grant funding to develop their reclaim watermain infrastructure, alleviate stormwater flooding in low lying areas and cast in place (CIPP) lining of their gravity sewer infrastructure. Alliant has worked diligently to provide excellent service to the City's staff during the design and construction administration of these projects. These efforts have earned trust and confidence leading to the City's election as their City Engineer and City Surveyor respectively. We continue to consult with the city on a daily / weekly basis to support their ongoing engineering and surveying needs.

That same year, Alliant was selected to provide Professional Engineering Services to St. Johns County, FL. Alliant is currently working with staff to target their specific project needs.

Exhibit 2 – Projected Schedule



ADDITIONAL INFORMATION

In 2018, Alliant was selected to provide city wide engineering services for the City of Flagler Beach, FL. Alliant assisted the City of Flagler Beach in receiving 1million dollars of grant funding to provide CIPP lining for over seven miles of their gravity sewer infrastructure. Alliant continues to provide these services and will show through this proposal that we work hard to exceed expectations in everything we do.

In 2020, Alliant was selected to provide professional engineering services to the City of Atlantic Beach, FL. Alliant worked with the Public Works Director to evaluate their existing maintenance building and provided recommendations and associated costs to the City Commission for either repair or replacement.

In 2023, Alliant was selected to provide general engineering services to the Tison's Landing Community Development District.

In 2024, Alliant was selected for the Ridgewood Trails, Oakleaf Town Center, Bartram Park, and the Trails Community Development Districts.

In 2025, Alliant was selected for the CrossCreek Community Development District. Alliant is thrilled to facilitate expansion of our clients into the Community Development Districts.

VOLUME OF WORK PREVIOUSLY AWARDED TO CONSULTANT BY THE DISTRICT:

Alliant Engineering, Inc. has not previously performed work for the district.

TECHNICAL EXPERIENCE – IN ADDITION TO THE REQUESTED SERVICES IN THE RFQ, ALLIANT ALSO PROVIDE THE FOLLOWING SERVICES:**Land Planning:**

Land planning begins with our ability to understand the big picture. Our goal is to be respectful stewards of our environment, achieve the highest and best use of the land and position it for the best return on investment. Developing a client's vision for the spatial use of a site is a passion for us. We understand that planning determines the return on investment through efficient allocation of programming, presentation of features, and quality circulation. We bring experience and knowledge of navigating land use codes, writing land development guidelines and creating sustaining thriving communities.

Our Land Planning Services Include:

- Site Feasibility Studies
- Field Investigation & Due Diligence
- Highest & Best Use Master Planning
- Park Planning
- Urban Planning
- Mixed-Use Town Centers
- Waterfront Projects

Landscape Architecture:

A particular fusion happens during landscape design. In every detail from the sense of arrival to each major gathering space and every transition in between, our passion for creating unique and engaging outdoor environments brings personality to every project.

Our Landscape Architecture Services Include:

- Tree Preservation & Mitigation Plan Preparation
- Landscape Code Minimum Plans
- Community Garden Design
- Hardscape Design
- Swimming Pool & Water Park Design
- Night Lighting Design
- Neighborhood Amenities
- Entry Monuments
- Parks
- Neighborhood Trails
- Streetscape Design
- Water Feature Design
- Planting
- Irrigation Design

Land Surveying:

Alliant is committed to providing accurate information expediently, whether it is a next-day service construction staking or producing a final plat through the public approval process. We provide a full range of surveying services for our clients in both the public and private sectors. Surveying is often one of the first requirements of a project and it is usually one of the last services at project completion.

We ensure accurate and agile land survey services for all projects.

Our Land Surveying Services Include:

- **Boundary Surveys**
 - ALTA/NSPS Land Title Surveys
 - Certificate of Survey
- **Topographic Surveys**
 - Design Locations/Existing Conditions Survey
 - Hydrographic Survey
 - Underground Survey (Utilities, Areaways)
- **Record Surveys**
 - Subdivision (Plat, RLS, CIC, Right-of-Way Plat)
 - Memorial Plat
- **Construction Surveys**
 - Establish Horizontal and Vertical Site Control
 - Staking horizontal and Vertical Site Control
 - Volume Measurements

ADDITIONAL INFORMATION

CONSTRUCTION ADMINISTRATION:



Alliant Engineering offers Construction Administration services to developers and municipalities through the construction phase of projects we design. During this phase our team will coordinate with contractors and consultants to monitor and review the progress of construction.

Construction Administration Services

- ▶ Consultant Coordination and Project Management
- ▶ Client Representation
- ▶ Submittal Package Review
- ▶ Construction Phase Permitting
- ▶ Change Order Review and Approval

GRAPHIC DESIGN:

Representing the identity of a project is essential to many aspects, from marking collateral to identity monument signs and wayfinding directional signage. Our graphics department excels in color artistry, marketing presentations, and community sign design with the intent to ensure the best delivery of every message to its audience.

Graphic Design Services

- ▶ Project Icons & Logos
- ▶ Neighborhood Identity Signs
- ▶ Exterior Signage
- ▶ Street & Public Signage
- ▶ Wayfinding Signage
- ▶ Promotional & Marketing Products
- ▶ Perspective Renderings

TRAFFIC:

Alliant is sought after for delivery of large scale, complex transportation projects. Our team is dedicated to improving safety and mobility for the traveling public whether on foot, bike, bus, or in a motor vehicle. Our experienced and diverse traffic engineering team allows us the ability to provide a wide range of services to public and private sector clients. We have the depth and staff resources to manage a deep workload and provide the best service, responsiveness, and quality product every agency deserves. These contracts span many service areas for clients similar to the CDD.

Traffic Services

- ▶ Traffic Design
- ▶ Traffic Sign Interconnect
- ▶ ITS
- ▶ Traffic Modeling
- ▶ Traffic Impact Studies
- ▶ Intersection Corridor Network Operations
- ▶ Traffic Signal Design
- ▶ Transportation and Traffic Studies
- ▶ Traffic Signal Timing and Arterial Analysis
- ▶ Traffic Signals and Foundations
- ▶ Traffic Counting

REFERENCES:

Flagler Beach

Dave Taylor

☎ (386) 986-7158

✉ dtaylor@cityof
flaglerbeach.com

City of Palm Coast

Stephen Flanagan

☎ (386) 986-2354

✉ SFlanagan@palmcoastgov.com

City of Atlantic Beach

Scott Williams

☎ (904) 247-5834

✉ swilliams@coab.us

City of Bloomington, MN

Kirk Roberts

☎ (952) 563-4914

✉ roberts@bloomingtonmn.gov



ADDITIONAL INFORMATION

FIRM LICENSURE AND PREQUALIFICATIONS:

Alliant is licensed to perform professional engineering and landscape architecture in the State of Florida and is certified with the Florida Department of State as an S-Corporation. A copy of the firm's licenses and key staff licenses can be found at in Appendix A.

No judicial or administrative agency or qualification board has ever investigated Alliant or any of its employees. Neither Alliant nor any Alliant employee, including its engineers has ever received prior adverse decision or settlement relating to a violation of ethical standards.

OTSR

- | | |
|-------|---|
| 6.1 | Traffic Engineering Studies |
| 6.2 | Traffic Signal Timing |
| 6.3.1 | Intelligent Transportation Systems Analysis & Design |
| 6.3.2 | Intelligent Transportation Systems Implementation |
| 6.3.3 | Intelligent Transportation Traffic Engineering Systems Communications |
| 7.3 | Signalization |
| 8.1 | Control Surveying |
| 8.2 | Design, Right-of-Way, and Construction Surveying |
| 8.3 | Right of Way Mapping |

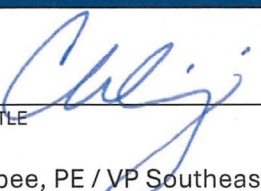


ADDITIONAL INFORMATION



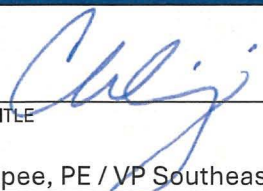


ENGINEER GENERAL QUALIFICATIONS

Alliant Engineering, Inc.				YEAR ESTABLISHED 1995		YEAR ESTABLISHED 41-1818046	
3901 Coconut Palm Drive, Suite 102				OWNERSHIP			
Tampa, Florida 33619				TYPE Corporation			
Jeff Sprouse, PE, Project Manager				SMALL BUSINESS STATUS N/A			
(813) 954-4337		jsprouse@alliant-inc.com		NAME OF FIRM Alliant Engineering, Inc.			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
02	Administrative	18	3	E10	Environmental & Natural Resource Map	4	
08	CAD Technician	7	1	H07	Highways	8	
12	Civil Engineer	55	9	H11	Housing	7	
15	Construction Inspection	5	0	104	ITS	4	
16	Construction Manager	1	0	L03	Landscape Architecture	6	
23	Environmental Scientist	2	0	P05	Planning	5	
38	Land Surveyor	13	0	S09	Structural Design	4	
39	Landscape Architect	6	2	S10	Surveying	7	
47	Planner	2	0	T03	Traffic & Transportation Engineering	7	
57	Structural Engineer	2	0				
60	Transportation Engineer	61	1				
62	Water Resources Engineer	3	0				
TOTAL:		175	16				
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000		6. \$2 million to less than \$5 million			
b. Non-Federal Work	9	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million			
c. Total Work	9	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million			
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million			
		5. \$1 million to less than \$2 million		10. \$50 million or greater			
AUTHORIZED REPRESENTATIVE							
SIGNATURE 					DATE April 10, 2025		
NAME AND TITLE Curt Wimpee, PE / VP Southeast Region							



ENGINEER GENERAL QUALIFICATIONS

Alliant Florida, Inc.				YEAR ESTABLISHED 2019		YEAR ESTABLISHED 83-2802440	
3901 Coconut Palm Drive, Suite 102				OWNERSHIP			
Tampa, Florida 33619				TYPE			
Clayton Walley, Vice President Florida Land Survey				SMALL BUSINESS STATUS N/A			
(904) 900-3507		cwalley@alliant-inc.com		NAME OF FIRM			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
08	CAD Technician	5	S10	S10	Surveying	6	
38	Land Surveyor	21					
TOTAL:		26					
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000		6. \$2 million to less than \$5 million			
b. Non-Federal Work	6	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million			
c. Total Work	6	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million			
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million			
		5. \$1 million to less than \$2 million		10. \$50 million or greater			
AUTHORIZED REPRESENTATIVE							
SIGNATURE 					DATE April 10, 2025		
NAME AND TITLE Curt Wimpee, PE / VP Southeast Region							


ENGINEER GENERAL QUALIFICATIONS

Meskel & Associates Engineering, PLLC				YEAR ESTABLISHED 2008		YEAR ESTABLISHED DVZYP4E9Q3L8	
2202 N. West Shore Blvd., Suite 200				OWNERSHIP			
Tampa, Florida 33607				TYPE S-Corporation			
Antoinette D. Meskel, PE, President, Principal Engineer				SMALL BUSINESS STATUS WOSB, SB, DBE: NAICS 541330, 541380, 541920			
(904) 519-6990		tina@meskelengineering.com		NAME OF FIRM			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
02	Administrative	6		E02	Education Facilities, Classrooms	0.5	
08	CAD Technician	1		E09	Environmental Impact Studies & Assessments	0.5	
15	Construction Inspector	5		E12	Environmental Remediation	0.5	
27/55	Foundation/Geotechnical Engineer	7		E13	Environmental Testing & Analysis	0.5	
30	Geologist	1		H07	Highways, Streets, Airfield Paving, & Parking Lots	3	
48	Project Engineers	5		O01	Office Buildings & Industrial Parks	0.5	
58	Technician/Analyst	6		P12	Power Generation, Transmission, & Distribution	0.5	
	Engineering Intern	2		R04	Recreation Facilities (Parks, Marinas, Etc.)	1.5	
	Drillers	8		S04	Sewage Collection, Treatment & Disposal	1	
				S05	Soils, Geotechnical Studies, & Foundations	4	
				S07	Solid Wastes, Incineration, Landfill	1	
				T02	Testing & Inspection Services	3	
				W02	Water Resources, Hydrology, Ground Water	1	
				W03	Water Supply, Treatment & Distribution	2	
TOTAL: 41							
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work		4		1. Less than \$100,000		6. \$2 million to less than \$5 million	
b. Non-Federal Work		7		2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million	
c. Total Work		7		3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million	
				4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million	
				5. \$1 million to less than \$2 million		10. \$50 million or greater	
AUTHORIZED REPRESENTATIVE							
SIGNATURE 						DATE April 10, 2025	
NAME AND TITLE Antoinette D. Meskel, PE, President, Principal Engineer							


ENGINEER GENERAL QUALIFICATIONS

ECS Florida, LLC				YEAR ESTABLISHED 2017		YEAR ESTABLISHED MNVJKQ85HFG3	
4524 N. 56th Street				OWNERSHIP			
Tampa, Florida 33610				TYPE Limited Liability Company			
Rey Ruiz, PE, SI – Branch Manager				SMALL BUSINESS STATUS N/A			
(904) 519-6990		tina@meskelengineering.com		NAME OF FIRM ECS Florida, LLC			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
02	Administrative	33	6	H11	Housing (Residential, Multi-Family, Apts., Condos)	8	
06	Architect	2		H07	Highways, Streets, Airfield Paving, Parking Lots	7	
08	CAD Technician	1		E09	Environmental Impact Studies, Assessments	7	
	Construction Materials Manager	10	3	T02	Testing & Inspection Services	6	
	Drillers	29	10	C10	Commercial Buildings (low rise), Shopping Centers	6	
24	Environmental Scientist	19	4	W01	Warehouses & Depots	5	
	Environmental Technician	2		S05	Soils & Geologic Studies, Foundations	4	
	Field Technicians	94	17	H10	Hotels, Motels	4	
30	Geologist	6	2	O01	Office Buildings, Industrial Parks	4	
	Hydrologist			I01	Industrial Buildings, Manufacturing Plants	4	
36	Industrial Hygiene			E02	Schools & Universities	4	
	Lab Technician	14	4	A06	Airports, Terminals & Hangers, Freight Handling	4	
	Professional Engineer	25	6	H09	Hospitals & Medical Facilities	4	
48	Project Manager	59	25	P02	Petroleum & Fuel (Storage & Distribution)	3	
	Soils Engineer			R02	Recreation Facilities (Parks, Marinas, Etc.)	3	
				D07	Dining Halls, Clubs, Restaurants	3	
				E12	Environmental Remediation	3	
				S13	Stormwater Handling & Facilities	3	
				H06	Highrise, Air-Rights-Type Buildings	3	
				W03	Water Supply, Treatment & Distribution	3	
TOTAL:		294	77				
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	3	1. Less than \$100,000		6. \$2 million to less than \$5 million			
b. Non-Federal Work	9	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million			
c. Total Work	9	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million			
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million			
		5. \$1 million to less than \$2 million		10. \$50 million or greater			
AUTHORIZED REPRESENTATIVE							
SIGNATURE <i>Joey Broussard</i>						DATE April 10, 2025	
NAME AND TITLE Joey Broussard, PE – Subsidiary Regional Vice President							

APPENDIX A

FORMS, LICENSES, AND CERTIFICATIONS

ALLIANT ENGINEERING, INC.

April 10, 2025



ALLIANT



State of Florida

Woman Business Certification

Meskel & Associates Engineering, PLLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

05/04/2023 to 05/04/2025

J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



CERTIFICATIONS AND LICENSES

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LANDING, DAVID REED
3072 GOLDEN POND BLVD
ORANGE PARK FL 32073

LICENSE NUMBER: PE00483
EXPIRATION DATE: FEBRUARY 28, 2025
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Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MANSEN, ANDREW MORGAN
4575 GOLF BROOK ROAD
ORANGE PARK FL 32065

LICENSE NUMBER: PE91277
EXPIRATION DATE: FEBRUARY 28, 2027
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STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS

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WIMPEE, CURTIS MARCEL
11410 WILDECROFT TERRACE
JACKSONVILLE FL 32223

LICENSE NUMBER: PE79764
EXPIRATION DATE: FEBRUARY 28, 2025
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STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS

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SCHOFIELD, JOSEPH RYAN
10475 FORTUNE PKWY.
SUITE 101
JACKSONVILLE FL 32256

LICENSE NUMBER: PE69219
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STATE OF FLORIDA
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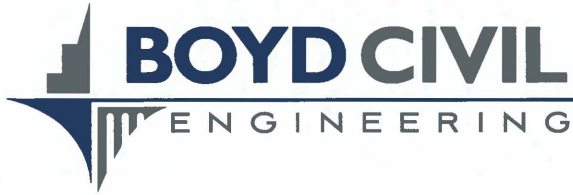
OESTMAN, ADAM VIKTOR
12844 BEAUBIEN RD
JACKSONVILLE FL 32258

LICENSE NUMBER: PE98440
EXPIRATION DATE: FEBRUARY 28, 2027
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FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

14CII



April 10, 2025

Mr. Daniel Rom
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Fish Lake Cove Community Development District
Letter of Interest and Submittal of Qualifications for Engineering Services

Dear Mr. Rom,

We are pleased to submit our qualifications to serve as District Engineer for the Fish Lake Cove Community Development District.

As shown on our attached SF 330 Qualifications Form, Boyd Civil Engineering has extensive experience serving as District Engineer for similar Community Development Districts. Additionally, prior to founding Boyd Civil Engineering in January of 2012, my experience serving as District Engineer for several CDDs dates to early 2002.

Our success is based on a commitment to understand the big picture, attention to detail, loyalty and confidentiality, the quality of our service and deliverables, adherence to schedule, and our ability to build and maintain relationships with the regulatory community while representing the best interests of our clients.

Our professional qualifications are described in the attached SF 330 standard forms as requested.

Additional information is also provided below as requested in the published Request for Qualifications for Engineering Services:

1. Boyd Civil Engineering has all required licenses or certifications to operate as a legal business entity in the United States and the State of Florida and has the proper certifications to perform Professional Civil Engineering Consulting Services in the State of Florida.

Boyd Civil Engineering, Inc. State of Florida Certificate of Authorization No: 29791

Steven N. Boyd, P.E. No: 43225, Current Active, originally issued September 5, 1990

Xabier J. Guerricagoitia, P.E. No: 51951, Current Active, originally issued July 1997

James R. Curley, P.E. No: 91323, Current Active, originally issued May 2021



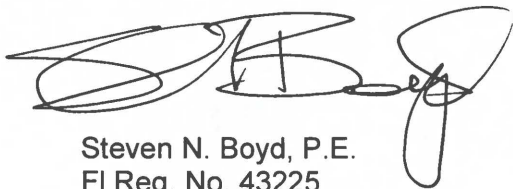
2. Boyd Civil Engineering, Inc. is authorized to do business in Florida, in accordance with Florida Law. Also refer to the Response in Item #1.
3. Boyd Civil Engineering's professional staff includes four licensed Professional Engineers, four senior level CAD designers and three administrative supporting staff positions. Staff qualifications and experience are provided in the SF No. 330 form included with the attached "Statement of Qualifications."

The applicant also provides the following responses to items A. through F. as listed in the Request for Qualifications notice:

- A. The firm's Professional Personnel has the ability and the adequacy to perform the role as District Engineer.
- B. The Applicant's firm is not a certified Minority Business Enterprise (MBE).
- C. The Applicant is willing and able to meet the timeframes and budgetary requirements established by the CDD while being fully committed to delivering high-quality civil engineering services.
- D. The firm and firm leadership have extensive experience serving as District Engineer in nine total CDDs, six of which we currently serve as District Engineer in Osceola County, Florida.
- E. The Applicant's headquarters and only office is located at 6816 Hanging Moss Road, Orlando, Florida, 32807.
- F. The firm has adequate staffing and resources to perform as District Engineer. The Applicant has already allocated staff and resources in anticipation of serving as the District Engineer for the Fish Lake Cove CDD for all current projected workloads. The firm has recently completed the design, engineering, and permitting of the Fish Lake Cove project, and the staff that was previously working on those assignments will now be dedicated to serving the needs of the Fish Lake Cove CDD.

We are greatly appreciative of the Board of Supervisor's review and consideration of our qualifications and look forward to serving as District Engineer.

Sincerely,



Steven N. Boyd, P.E.
Fl Reg. No. 43225

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

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Steve Boyd, P.E.	Principal-in-charge	36	12

15. FIRM NAME AND LOCATION *(City and State)*
 Boyd Civil Engineering, Orlando, Florida

16. EDUCATION *(Degree and Specialization)*

BS, Agricultural Engineering
 Clemson University

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Professional Engineer, FL 43225 (Civil Engineer)

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

Association of Florida Community Developers, Florida Engineering Society, Greater Orlando Builders Association

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Reunion East Community Development District, Osceola County, Florida		Continuing	2008
a.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serving as District Engineer responsible for design, permitting, preparation of construction plans and specifications, and construction contract administration for \$56,520,000.00 of capital improvements over the 996 acre CDD. Construction began in 2001 and completed in December 2008.	☒ Check if project performed with current firm	
Reunion West Community Development District, Osceola County, Florida		Continuing	Continuing
b.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serving as District Engineer responsible for design, permitting, preparation of construction plans and specifications, and construction contract administration for \$39,661,000.00 of capital improvements over the 930 acres CDD. Construction began in 2002 and completed in 2009.	☒ Check if project performed with current firm	
Harmony Community Development District, Osceola County, Florida		2020	2017
c.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serving as District Engineer responsible for design, permitting, preparation of construction plans and specifications, and construction contract administration for \$26,193,00.00 of capital improvements over the 1,020 acre CDD. Construction began in 2001 and was completed in May 2007.	☒ Check if project performed with current firm	
Concorde Estates Community Development District, Osceola County, FL		2018	2007
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serving as District Engineer responsible for design, permitting, preparation of construction plans and specifications, and construction contract administration for \$29,445,405.00 of capital improvements over the 370 acre CDD. Construction began in 2003 and was completed by December 2007.	☒ Check if project performed with current firm	
Anthem Park Community Development District, St. Cloud, Florida		2018	2007
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serving as District Engineer responsible for design, permitting, preparation of construction plans and specifications, and construction contract administration for \$26,385,367.00 of capital improvements over the 211 acre CDD. Construction began in 2005 and was completed by December 2008.	☒ Check if project performed with current firm	

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

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Xabier Guerricagoitia, P.E.	Director of Engineering	a. TOTAL 28	b. WITH CURRENT FIRM 9
15. FIRM NAME AND LOCATION <i>(City and State)</i> Boyd Civil Engineering, Inc., Orlando, Florida			
16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Civil Engineering, Villanova University Master of Science (Civil Engineering), George Washington University		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer, Florida, 51951	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Association of Florida Community Developers, Florida Engineering Society, Greater Orlando Builders Association			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Town of Kindred Community Development District II, Osceola County, FL	PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> Continuing
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Serving as District Engineer for the Town of Kindred CDD II to manage the planning, financing, constructing, operating and maintaining various public improvements and public community facilities for \$37,003,465.00 of capital improvements over the 219-acres.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Town of Kindred Community Development District, Osceola County, FL	PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> Continuing
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Serving as the District Engineer for the Town of Kindred CDD 1 providing \$400,000.00 of funded acquisition, operation, and maintenance over the 320-acres CDD. Managed and directed the design, permitting, and construction administration services for a 1,596-acre mixed use development in Osceola County, Florida.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Harmony Community Development District	PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> 2021
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ performed with current firm Serving as the District Engineer for the 1,020-acre area of the overall Harmony DRI Master Planned Community which includes a total of 11,000-acres in Osceola County, Florida. Managed \$26,193,000.00 of capital improvements over the CDD. Infrastructure began in 2001 and was completed in May 2007.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Pine Island Community Development District	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> 2006
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Serving as the District Engineer for the Bella Collina Master Planned Community that includes over 800 units on 1,800-acres. The CDD provided \$40,337,000 of capital improvements for additional lots and new infrastructure improvements to the surrounding PUD. Construction began in 2-22 and was completed in 2006.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Anthem Park Community Development District, Osceola County, Florida	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> 2005-2008
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Serving as the District Engineer for the Anthem Park CDD for infrastructure construction and community facilities in the Anthem Park Planned Community that includes 900 units on the 211 acres. The CDD provided \$26,385,367 of capital improvements. Construction began in 2005 and ended in 2008.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1		
21. TITLE AND LOCATION (City and State) Town of Kindred CDD II, Osceola County, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES Continuing</td> <td>CONSTRUCTION (If applicable) Continuing</td> </tr> </table>	PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) Continuing
PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) Continuing			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Town of Kindred CDD II	b. POINT OF CONTACT NAME Richard Hernandez	c. POINT OF CONTACT TELEPHONE NUMBER 407-472-2471
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Town of Kindred of Kindred CDD II encompasses approximately 219 acres and is located wholly within the unincorporated area of Osceola County, Florida. The Town of Kindred CDD II is fronted by the right-of-way of Cross Prairie Parkway to the east and undeveloped property to the south and the west. Engineer's opinion of probable costs estimated at \$37,003,465 would be allocated towards the planning, financing, constructing, operating and maintaining various public improvements and public community facilities within its jurisdiction and over the 219-acre CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Boyd Civil Engineering	(2) FIRM LOCATION (City and State) Orlando, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2		
21. TITLE AND LOCATION <i>(City and State)</i> Town of Kindred CDD I, Osceola County, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES Continuing</td> <td>CONSTRUCTION <i>(If applicable)</i> Continuing</td> </tr> </table>	PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> Continuing
PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> Continuing			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Town of Kindred CDD I	b. POINT OF CONTACT NAME Richard Hernandez	c. POINT OF CONTACT TELEPHONE NUMBER 407-472-2471
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Town of Kindred of Kindred CDD covers the 320-acres Phase 1 area of the overall Kindred DRI Master Planned Community that includes a total of 1,600 acres located along Neptune Road in Osceola County. Mr. Guerricagoitia is the Engineer of Record for the master development and serves as the District Engineer for the Town of Kindred CDD. Engineer's opinion of probable costs estimated at \$400,000 would be allocated towards the acquisition, operation, and maintenance over the 320-acre CDD. Infrastructure construction began in 2015 and is currently ongoing. Managed and directed the design, permitting and construction administration services for a 1,596-acre mixed-use development in Osceola County. Project consists of providing public infrastructure, such as roadways, site drainage and water and sewer utilities for 3,000 single-family residences, 640 multi-family units, 350,000 sq. ft. of retail, 100,000 sq. ft. of office and 100,000 sq. ft. of institutional uses.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Boyd Civil Engineering	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3		
21. TITLE AND LOCATION (City and State) Reunion East and Reunion West CDD, Osceola County, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES Continuing</td> <td>CONSTRUCTION (If applicable) Continuing</td> </tr> </table>	PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) Continuing
PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) Continuing			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Reunion East and Reunion West CDD	b. POINT OF CONTACT NAME George Flint, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 407-841-5524
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Reunion East CDD and Reunion West CDDs provide infrastructure and community facilities serving the Reunion DRI in Osceola County, FL. The Reunion DRI is a master planned 2,300-acre destination resort community. It is located on the east and west sides of I-4, between County Rd. 532 and the town of Celebration. The Reunion East CDD includes areas east of I-4 and provided \$56,520,000 of CDD funded capital improvements over the 996-acre CDD. The Reunion West CDD includes areas west of I-4 providing \$39,661,000 of capital improvements over the 930-acre CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Boyd Civil Engineering	(2) FIRM LOCATION (City and State) Orlando, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 4
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21. TITLE AND LOCATION (City and State) Harmony Community Development District, Osceola County, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Harmony CDD	b. POINT OF CONTACT NAME Kristen Suit, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 407-818-5960
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Harmony CDD covers the 1,020-acre Phase 1 area of the overall Harmony DRI Master Planned Community that includes a total of 11,000-acres located along U.S. 192 in Eastern Osceola County. Mr. Boyd is the engineer of record for the master development and serves as the District Engineer for the Harmony CDD. Engineer's opinion of probable costs estimated at \$26,193,000 would be allocated over the 1,020-acre CDD, which includes a roadway and utility infrastructure, open space parks, playgrounds, bike paths, and recreational facilities. Construction began in 2001 and was completed in 2021.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Boyd Civil Engineering	(2) FIRM LOCATION (City and State) Orlando, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> Pine Island Community Development District, Lake County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES Continuing
		CONSTRUCTION <i>(If applicable)</i> 2002-2006

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Pine Island CDD	b. POINT OF CONTACT NAME George Flint, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 407-841-5524
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Pine Island CDD provided for the infrastructure construction and community facilities for the Bella Collina Master Planned Community that includes over 800 single family homes on 1,800 acres. The Bella Collina Community is a renowned golfing community with a golf course, fitness center and courtyard amenities as well as a clubhouse providing restaurant and wedding event services for this community. Engineer's opinion of probable costs estimated at \$40,337,000 toward Civil Engineering services for additional lots added to the original community design as well as new infrastructure improvements such as additional sidewalks, force mains, water mains and reclaimed water service to the surrounding PUD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Boyd Civil Engineering	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6				
21. TITLE AND LOCATION <i>(City and State)</i> Anthem Park Community Development District, St. Cloud, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td>2018</td> <td>2021</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	2018	2021
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>					
2018	2021					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Anthem Park CDD	b. POINT OF CONTACT NAME Patricia Comings-Thibault	c. POINT OF CONTACT TELEPHONE NUMBER 321-263-0134
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Anthem Park CDD provided for the infrastructure construction and community facilities for the Anthem Park Master Planned Community that includes over 900 units on 211 acres. Mr. Boyd serves as the District Engineer for the Anthem Park CDD. Engineer's opinion of probable costs estimated at \$26,385,367 would be allocated towards improvements which involve the design and construction of the roadway, drainage, and utility infrastructure for the project. The project also included hardscape elements, several parks, a clubhouse, pool and other recreational components.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Boyd Civil Engineering	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7				
21. TITLE AND LOCATION <i>(City and State)</i> Concorde Estates Community Development District, Osceola County, Florida	22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td style="text-align: center;">2018</td> <td style="text-align: center;">2005-2008</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	2018	2005-2008
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>					
2018	2005-2008					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Concord Estates CDD	b. POINT OF CONTACT NAME Larry S. Thompson	c. POINT OF CONTACT TELEPHONE NUMBER 407-850-5200
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Concorde Estates CDD provided for the infrastructure construction and community facilities for the Lakeshore Park Master Planned Community that includes over 600 single family homes and townhomes on 370 acres. Mr. Boyd serves as the District Engineer for the Concorde Estates CDD. Engineer's opinion of probable costs estimated at \$29,445,405 would be allocated over the 370-acre development including multi-family housing, roadway and drainage design, bike lanes and path, clubhouse, pool and playground amenities.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Boyd Civil Engineering	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE District Engineer
b.		
c.		
d.		
e.		
f.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 8
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21. TITLE AND LOCATION <i>(City and State)</i> Storey Creek Community Development District, Osceola County, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> Continuing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Storey Creek CDD	b. POINT OF CONTACT NAME George Flint, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 407-841-5524
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Storey Creek CDD serves a 389.39 acre residential development that includes a total 1018 detached single family lots. The property is located in the Osceola County between Ham Brown Road and Pleasant Hill Road with Adequate access to existing roadway and utility infrastructure. The property has approved Low Density Residential (LDR) Zoning and an approved Preliminary Subdivision Plan (PSP) for 1018 lots approved by Osceola County. Engineer's opinion of probable costs estimated at \$39,601,022.00 would be allocated towards constructing the master stormwater, roadway and other required infrastructure for the development. Following completion, the primary roads will be turned over to Osceola County for ownership and maintenance. Water, wastewater, and reclaimed water infrastructure will be constructed by the CDD but will be turned over to Toho Water Authority for ownership and maintenance following completion.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Boyd Civil Engineering	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 9
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21. TITLE AND LOCATION <i>(City and State)</i> Magic Place Community Development District, Osceola County, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> Continuing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Magic Place CDD	b. POINT OF CONTACT NAME Amy Champagne	c. POINT OF CONTACT TELEPHONE NUMBER 407-723-5901
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Magic Place CDD will serve a proposed 87-acre mixed-use development parcel that has approved tourist / commercial land use and zoning. The property is located in the heart of the tourist commercial corridor of Osceola County. The project is in close proximity to Walt Disney World, the Town of Celebration, the City of Kissimmee, and all of the other theme parks and attractions in the Central Florida area. The 87-acre project has roughly 3,300 ft. of direct frontage on US Highway 192, with three existing median openings available for access. See Exhibit 1 for a location map. Engineer's opinion of probable costs estimated at \$103,962,905 would be allocated towards constructing the master stormwater, roadway, and other required infrastructure for the development. Following completion, the primary roads will be turned over to Osceola County for ownership and maintenance. Water, wastewater, and reclaimed water infrastructure will be constructed by the CDD but will be turned over to Toho Water Authority for ownership and maintenance following completion.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Boyd Civil Engineering	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Town of Kindred CDD II	6	Anthem Park CDD
2	Town of Kindred CDD I	7	Concord Estates CDD
3	Reunion East and Reunion West CDD	8	Storey Creek CDD
4	Harmony CDD	9	Magic Place CDD
5	Pine Island CDD	10	

H. ADDITIONAL INFORMATION

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

- A. The firms Professional Personnel has the ability and the adequacy to perform the role as District Engineer.
- B. The Applicant's firm is not a Minority Business Enterprize.
- C. The Applicant is willing and able to meet the project time and budget requirements.
- D. The firm and firm leadership has extensive experience serving as District Engineer in a variety of CDDs (nine CDDs included), eight of which proceed in Osceola County, Florida.
- E. The Applicant's headquarters and only office is located at 6816 Hanging Moss Road, Orlando, Florida, 32807.
- F. The Applicant has already allocated staff and resources in anticipation of serving as the District Engineer for the Town of Kindred CDD II. The firm has adequate staffing and resources to perform as District engineer.
- G. The Town of Kindred CDD II has previously awarded the Applicant as District Engineer.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

April 9, 2025

33. NAME AND TITLE

Steven N. Boyd, P.E. and President

1. SOLICITATION NUMBER (If any)

NA

PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (or Branch Office) NAME Boyd Civil Engineering, Inc.			3. YEAR ESTABLISHED 2012		4. UNIQUE ENTITY IDENTIFIER	
2b. STREET 6816 Hanging Moss Road			5. OWNERSHIP			
2c. CITY Orlando		2d. STATE FL	2e. ZIP CODE 32807			
6a. POINT OF CONTACT NAME AND TITLE Steven N. Boyd, P.E. and President			a. TYPE S-Corp.			
			b. SMALL BUSINESS STATUS			
6b. TELEPHONE NUMBER 407-494-2693			6c. EMAIL ADDRESS Steve@BoydCivil.com			
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	0	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	5	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	5	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE April 9, 2025
c. NAME AND TITLE Steven N. Boyd, P.E. and President	

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

14D

Fish Lake Cove Community Development District
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

		Ability and Adequacy of Professional Personnel	Consultant’s Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	TOTAL SCORE
	<i>weight factor</i>	25	25	20	15	5	10	100
	NAME OF RESPONDENT							
1	Alliant Engineering, Inc.							
2	Boyd Civil Engineering, Inc.							

Board Member’s Signature

Date

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Undeposited funds	\$ 58,025	\$ -	\$ -	\$ 58,025
Due from Developer	13,053	-	\$2,264	15,317
Due from general fund	-	9,530	-	9,530
Total assets	<u>\$ 71,078</u>	<u>\$ 9,530</u>	<u>\$2,264</u>	<u>\$ 82,872</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 45,680	\$ 9,530	\$2,264	\$ 57,474
Due to Developer	-	18,482	2,264	20,746
Due to debt service fund	9,530	-	-	9,530
Accrued wages payable	2,200	-	-	2,200
Accrued taxes payable	168	-	-	168
Developer advance	13,500	-	-	13,500
Total liabilities	<u>71,078</u>	<u>28,012</u>	<u>4,528</u>	<u>103,618</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	11,149	-	-	11,149
Total deferred inflows of resources	<u>11,149</u>	<u>-</u>	<u>-</u>	<u>11,149</u>
Fund balances:				
Restricted				
Debt service	-	(18,482)	-	(18,482)
Capital projects	-	-	(2,264)	(2,264)
Unassigned	(11,149)	-	-	(11,149)
Total fund balances	<u>(11,149)</u>	<u>(18,482)</u>	<u>(2,264)</u>	<u>(31,895)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 71,078</u>	<u>\$ 9,530</u>	<u>\$ 2,264</u>	<u>\$ 82,872</u>

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution	\$ 3,517	\$ 14,254	\$ 93,666	15%
Total revenues	<u>3,517</u>	<u>14,254</u>	<u>93,666</u>	15%
EXPENDITURES				
Professional & administrative				
Supervisors	861	1,722	6,459	27%
Management/accounting/recording**	2,000	10,000	44,000	23%
Legal	2,387	450	25,000	2%
Engineering	-	-	2,000	0%
Audit	-	-	3,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	-	-	1,667	0%
Telephone	17	83	200	42%
Postage	18	18	500	4%
Printing & binding	42	208	500	42%
Legal advertising	63	972	1,750	56%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	200	255	750	34%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>5,588</u>	<u>13,708</u>	<u>93,666</u>	15%
Excess/(deficiency) of revenues over/(under) expenditures	(2,071)	546	-	
Fund balances - beginning	(9,078)	(11,695)	-	
Fund balances - ending	<u>\$ (11,149)</u>	<u>\$ (11,149)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Cost of issuance	<u>-</u>	<u>8,952</u>
Total debt service	<u>-</u>	<u>8,952</u>
 Net change in fund balances	-	(8,952)
 Fund balances - beginning	<u>(18,482)</u>	<u>(9,530)</u>
Fund balances - ending	<u><u>\$ (18,482)</u></u>	<u><u>\$ (18,482)</u></u>

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Total revenues	-	-
EXPENDITURES		
Construction costs	2,264	2,264
Total expenditures	2,264	2,264
Excess/(deficiency) of revenues over/(under) expenditures	(2,264)	(2,264)
Net change in fund balances	(2,264)	(2,264)
Fund balances - beginning	-	-
Fund balances - ending	\$ (2,264)	\$ (2,264)

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Fish Lake Cove Community Development District held a Regular Meeting on February 3, 2025 at 4:15 p.m., at the Hart Memorial Library, 211 East Dakin Avenue, First Floor, Room 120-HMC, Kissimmee, Florida 34741.

Present:

John Good	Chair
Allan Keen	Vice Chair
Tom Franklin, Sr.	Assistant Secretary
Carson Good	Assistant Secretary

Also present:

Daniel Rom	District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC (WHA)
Jennifer Kilinski (via telephone)	District Counsel
Savannah Hancock	Kilinski Van Wyk PLLC
Steve Boyd (via telephone)	District Engineer
James Curley (via telephone)	Boyd Civil Engineering, Inc.
Xabier Guerricagoitia (via telephone)	Boyd Civil Engineering, Inc.
Addison Engeman (via telephone)	Boyd Civil Engineering, Inc.
Ashton Bligh (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 4:17 p.m. He stated that this is the first meeting since the November 2024 Landowners' Election and, due to resignations, only two Supervisors-Elect were present to begin establishing quorum.

Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Carson Good and Mr. John Good, who were elected at the Landowners' meeting.

Supervisors John Good and Carson Good were present. Supervisors-Elect Kenneth Baker, David Bret Baker and Paul Linder were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Supervisors (Paul Linder – Seat 3, Carson Good - Seat 4, John Good - Seat 5) (the following to be provided under a separate cover)

The Oath of Office was administered during the First Order of Business. The Oath of Office will be administered to Supervisor-Elect Paul Linder at or before the next meeting.

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Sample Form 1: Statement of Financial Interests/Instructions**
- D. Form 8B: Memorandum of Voting Conflict**

FOURTH ORDER OF BUSINESS

Acceptance of Resignations from Supervisors

Mr. Rom presented the following resignations, who were elected at the November 2024 Landowners' Election but both declined to accept the Seats to which they were elected:

- **Kenneth Baker [Seat 1]**
- **D. Bret Baker [Seat 2]**

On MOTION by Mr. John Good and seconded by Mr. Carson Good, the resignations of Mr. Kenneth Baker from Seat 1 and Mr. D. Bret Baker from Seat 2, were accepted.

FIFTH ORDER OF BUSINESS

Consider Appointments to Fill Unexpired Terms of Seats 1 and 2; Terms Expire November 2028

Mr. Carson Good nominated Mr. Allen Keen to fill Seat 1 and Mr. Tom Franklin, Sr. to fill Seat 2. No other nominations were made.

On MOTION by Carson Good and second by Mr. John Good, the appointments of Mr. Allen Keen to fill Seat 1 and Mr. Tom Franklin, Sr. to fill Seat 2, were approved.

- **Administration of Oath of Office to Newly Appointed Supervisors**

Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Allen Keen and Mr. Tom Franklin, Sr.

The Board and Staff discussed completion of Form 1 and Form 1X and the Ethics training requirements.

Mr. Rom noted that all Supervisors are experienced Board Members and are familiar with Items 3A through 3D.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2025-08,
Electing and Removing Officers of the
District and Providing for an Effective Date**

Mr. Rom presented Resolution 2025-08. Mr. Carson Good nominated the following:

John Good	Chair
Allan Keen	Vice Chair
Carson Good	Assistant Secretary
Tom Franklin, Sr.	Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

D. Brett Baker	Assistant Secretary
----------------	---------------------

The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Daniel Rom	Assistant Secretary
Kristen Thomas	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Secretary

On MOTION by Mr. Carson Good and seconded by Mr. John Good, with all in favor, Resolution 2025-08, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2025-09,
Canvassing and Certifying the Results of
the Landowners' Election of Supervisors
Held Pursuant to Section 190.006(2),**

Florida Statutes, and Providing for an Effective Date

Mr. Rom presented Resolution 2025-09. The results of the Landowners' Election will be inserted into Sections 1 and 2. The Landowners' Election results were as follows:

Seat 1	Kenneth Baker	42 votes	4-Year Term
Seat 2	David Bret Baker	42 votes	4-Year Term
Seat 3	Paul Linder	20 votes	2-Year Term
Seat 4	Carson Good	20 votes	2-Year Term
Seat 5	John Good	20 votes	2-Year Term

On MOTION by Mr. Carson Good and seconded by Mr. John Good, with all in favor, Resolution 2025-09, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS**Presentation of Engineer's Report**

Mr. Curley presented the Engineer's Report dated August 15, 2024, and noted that it is unchanged since it was last presented.

NINTH ORDER OF BUSINESS**Consideration of Supplemental Special Assessment Methodology Report**

Mr. Rom presented the Preliminary First Supplemental Special Assessment Methodology Report dated February 3, 2025 and noted that it was presented in detail at the last meeting. He reviewed the pertinent information and discussed the Development Program, Capital Improvement Plan (CIP), Financing Program, Assessment Methodology, lienability tests, special and peculiar benefits to the units, True-up Mechanism and the Appendix Tables. He noted the following:

- The development is anticipated to be conducted by Good-Keewin Development, LLC, or an affiliated entity.
- The current development plan anticipates 315 townhome units in one or more phases.
- The total CIP costs are estimated at \$13,937,509.

➤ The total par amount of bonds, including the costs of financing, capitalized interest and debt service reserve, is \$7,560,000 to finance a portion of the Series 2025 Project costs in the estimated total amount of \$6,384,385.24, with the balance of the CIP costs anticipated to be contributed by the Developer or funded by future bonds.

Mr. Carson Good left the meeting at 4:32 p.m. and returned at 4:34 p.m.

Discussion ensued regarding the not-to-exceed parameters for bonds issuance and the maximum annual Series 2025 per unit debt service assessment of \$1,824.94.

Discussion ensued regarding the \$1,000 per unit target assessment levels. The Report will be approved in substantial form to allow for future adjustments.

On MOTION by Mr. Franklin and seconded by Mr. Keen, with all in favor, the Preliminary First Supplemental Special Assessment Methodology Report dated February 3, 2025, as amended and in substantial form, was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2025-10, Authorizing the Issuance of Its Fish Lake Cove Community Development District Special Assessment Bonds, Series 2025 (Series 2025 Project) (the "Series 2025 Bonds"); Determining Certain Details of the Series 2025 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture Regarding the Series 2025 Bonds; Authorizing the Negotiated Sale of the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2025 Bonds and its Use by the Underwriter in Connection with the Offering for Sale of the Series 2025 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2025 Bonds;

193 Approving the Form of and Authorizing the
194 Execution and Delivery of a Continuing
195 Disclosure Agreement; Providing for the
196 Application of Series 2025 Bond Proceeds;
197 Authorizing the Proper Officials to Do All
198 Things Deemed Necessary In Connection
199 with the Issuance, Sale and Delivery of the
200 Series 2025 Bonds; Making Certain
201 Declarations; Providing for Severability and
202 an Effective Date and for Other Purposes
203

204 Ms. Bligh presented Resolution 2025-10, which accomplishes the following:

- 205 ➤ Authorizes the issuance of one series of bonds.
- 206 ➤ Approves, in substantial form, certain documents needed to market, price and sell the
207 bonds, including the Supplemental Indenture, Preliminary Limited Offering Memorandum,
208 Bond Purchase Contract, and the Continuing Disclosure Agreement.
- 209 ➤ Sets forth the parameters within which the Chair can enter into the Bond Purchase
210 Contract, as follows:

211	Maximum Aggregate Principal Amount:	Not to Exceed \$14,000,000
212	Maximum Coupon Rate:	Maximum Statutory Rate
213	Underwriting Discount:	Not less than 98.0% of the aggregate face
214		amount of the Series 2025 Bonds, exclusive
215		of original issue discount
216	Not to Exceed Maturity Date:	Maximum Allowed by Law

217

218 **On MOTION by Mr. Carson Good and seconded by Mr. Franklin, with all in**
219 **favor, Resolution 2025-10, Authorizing the Issuance of Its Fish Lake Cove**
220 **Community Development District Special Assessment Bonds, Series 2025**
221 **(Series 2025 Project) (the "Series 2025 Bonds"); Determining Certain Details of**
222 **the Series 2025 Bonds and Establishing Certain Parameters for the Sale**
223 **Thereof; Approving the Form of and Authorizing the Execution and Delivery of**
224 **a First Supplemental Trust Indenture Regarding the Series 2025 Bonds;**
225 **Authorizing the Negotiated Sale of the Series 2025 Bonds; Approving the Form**
226 **of and Authorizing the Execution and Delivery of a Bond Purchase Contract**
227 **With Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to**
228 **the Underwriter Named Therein; Approving the Form of and Authorizing the**
229 **Distribution of a Preliminary Limited Offering Memorandum Relating to the**
230 **Series 2025 Bonds and its Use by the Underwriter in Connection with the**
231 **Offering for Sale of the Series 2025 Bonds; Approving the Execution and**
232 **Delivery of a Final Limited Offering Memorandum Relating to the Series 2025**

Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of Series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary In Connection with the Issuance, Sale and Delivery of the Series 2025 Bonds; Making Certain Declarations; Providing for Severability and an Effective Date and for Other Purposes, was adopted.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-11, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025 (the "Series 2025 Bonds"); Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Series 2025 Bonds; Addressing the Allocation and Collection of the Series 2025 Special Assessments Securing the Series 2025 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

Ms. Hancock presented Resolution 2025-11.

On MOTION by Mr. John Good and seconded by Mr. Franklin, with all in favor, Resolution 2025-11, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025 (the "Series 2025 Bonds"); Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Series 2025 Bonds; Addressing the Allocation and Collection of the Series 2025 Special Assessments Securing the Series 2025 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

TWELFTH ORDER OF BUSINESS

Consideration of Forms of Ancillary Financing Documents

- 279 A. Acquisition Agreement
280 B. Collateral Assignment
281 C. Completion Agreement
282 D. Declaration of Consent
283 E. Mortgage Special Assessment Acknowledgment
284 F. Notice of Special Assessments
285 G. True Up Agreement

286

287 On MOTION by Mr. John Good and seconded by Mr. Franklin, with all in favor,
288 the Acquisition Agreement, Collateral Assignment, Completion Agreement,
289 Declaration of Consent, Mortgage Special Assessment Acknowledgment,
290 Notice of Special Assessments and the True Up Agreement, all in substantial
291 form, were approved.

292

293

294 Mr. Rom requested a motion to approve the Engineer's Report discussed during the
295 Eighth Order of Business.

296

297 On MOTION by Mr. Keen and seconded by Mr. John Good, with all in favor, the
298 Engineer's Report dated August 15, 2024, was approved.

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300

301 **THIRTEENTH ORDER OF BUSINESS**

Consideration of Osceola County Interlocal
Agreement Regarding the Exercise of
Powers and Cooperation on Providing
Additional Disclosure and Notices and the
Provision of Enhanced Improvements and
Infrastructure

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308 Mr. Rom presented the Osceola County Interlocal Agreement.

309

310 On MOTION by Mr. Carson Good and seconded by Mr. Keen, with all in favor,
311 the Osceola County Interlocal Agreement Regarding the Exercise of Powers and
312 Cooperation on Providing Additional Disclosure and Notices and the Provision
313 of Enhanced Improvements and Infrastructure, was approved.

314

315

316 **FOURTEENTH ORDER OF BUSINESS**

Approval of Requisition for Work Product
Acquisition and Authorization for
Requisition for Bond Proceed Value

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318

Ms. Hancock presented the Requisition for Work Product Acquisition and Authorization for Requisition for Bond Proceed Value. The finalized Agreement and package will be presented this week; reimbursement will occur after bond issuance.

On MOTION by Mr. Keen and seconded by Mr. Franklin, with all in favor, the Requisition for Work Product Acquisition and Authorization for Requisition for Bond Proceed Value, in an amount not to exceed the Series 2025 bond issuance amount, was approved.

FIFTEENTH ORDER OF BUSINESS**Consideration of Construction Funding Agreement [Construction of Master Improvements]**

Ms. Hancock presented the Construction Funding Agreement for Construction of Master Improvements.

On MOTION by Mr. Franklin and seconded by Mr. Keen, with all in favor, the Construction Funding Agreement for Construction of Master Improvements, was approved.

SIXTEENTH ORDER OF BUSINESS**Consideration of Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement**

Ms. Hancock presented the Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement.

On MOTION by Mr. Keen and seconded by Mr. John Good, with all in favor, the Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement.

SEVENTEENTH ORDER OF BUSINESS**Consideration of Resolution 2025-06, Designating the Location of the Local District Records Office and Providing an Effective Date**

This item was deferred.

EIGHTEENTH ORDER OF BUSINESS

Consideration of Resolution 2025-07, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date

Mr. Rom presented Resolution 2025-07.

On MOTION by Mr. John Good and seconded by Mr. Keen, with all in favor, Resolution 2025-07, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date, was adopted.

NINETEENTH ORDER OF BUSINESS**Ratification Items**

- A. Osceola County Property Appraiser Uniform Method of Collection Agreement
- B. Osceola County Data Sharing and Usage Agreement

On MOTION by Mr. Carson Good and seconded by Mr. Keen, with all in favor, the Osceola County Property Appraiser Uniform Method of Collection Agreement and the Osceola County Data Sharing and Usage Agreement, were ratified.

TWENTIETH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of December 31, 2024**

On MOTION by Mr. Carson Good and seconded by Mr. Keen, with all in favor, the Unaudited Financial Statements as of December 31, 2024, were accepted.

TWENTY-FIRST ORDER OF BUSINESS**Approval of Meeting Minutes**

- A. October 24, 2024 Public Hearings and Regular Meeting

B. November 5, 2024 Landowners' Meeting

On MOTION by Mr. Keen and seconded by Mr. John Good, with all in favor, the October 24, 2024 Public Hearings and Regular Meeting Minutes and the November 5, 2024 Landowners' Meeting Minutes, as presented, were approved.

TWENTY-SECOND ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kilinski | Van Wyk PLLC**

Ms. Hancock reminded the Board Members of the requirement to complete four hours of ethics training annually; she will forward the Memorandum which includes information about free course options.

B. District Engineer (Interim): Boyd Civil Engineering, Inc.

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC**• UPCOMING MEETINGS**

➤ February 20, 2025 at 2:00 PM

➤ March 20, 2025 at 2:00 PM

Mr. Rom stated that the February 20, 2025 meeting will likely be cancelled.

TWENTY-THIRD ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWENTY-FOURTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TWENTY-FIFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. John Good and seconded by Mr. Carson Good, with all in favor, the meeting adjourned at 5:02 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION <i>Hart Memorial Library, 211 East Dakin Avenue, Second Floor, Kissimmee, Florida 34741</i> ¹ <i>Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744</i> ² <i>West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida 34747</i> ³ <i>Hart Memorial Library, 211 East Dakin Avenue, First Floor, Room 120-HMC, Kissimmee, Florida 34741</i> <i>*Location to be determined</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 24, 2024 [First Floor, Room 120]	Regular Meeting	2:00 PM
November 05, 2024¹	Landowner's Meeting	1:00 PM
November 21, 2024 CANCELED [First Floor, Room 120]	Regular Meeting	2:00 PM
December 19, 2024 CANCELED [Second Floor, Roseada Room]	Regular Meeting	2:00 PM
January 16, 2025² CANCELED	Regular Meeting	2:00 PM
February 3, 2025³	Regular Meeting	4:15 PM
February 20, 2025 CANCELED	Regular Meeting	2:00 PM
March 20, 2025* CANCELED	Regular Meeting	2:00 PM
April 17, 2025³	Regular Meeting	2:00 PM
May 15, 2025*	Regular Meeting	2:00 PM
June 19, 2025*	Regular Meeting	2:00 PM
July 17, 2025*	Regular Meeting	2:00 PM
August 21, 2025*	Regular Meeting	2:00 PM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
September 18, 2025*	Regular Meeting	2:00 PM