

TOMOKA NORTH

COMMUNITY DEVELOPMENT

DISTRICT

April 11, 2025

BOARD OF SUPERVISORS

SPECIAL MEETING

AND AUDIT

COMMITTEE MEETING

AGENDA

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Tomoka North 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 4, 2025

Board of Supervisors
Tomoka North Community Development District

Dear Board Members:

The Board of Supervisors of the Tomoka North Community Development District will hold a Special Meeting and Audit Committee Meeting on April 11, 2025 at 11:00 a.m., at the offices of Cobb Cole, One Daytona Blvd., Suite 600, Daytona Beach, Florida 32114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisors [Carl Lentz - Seat 3, Victoria Henige - Seat 4] *(the following to be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-01, 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
5. Consideration of Resolution 2025-02, Declaring a Vacancy in Seat 5 of the Board of Supervisors Pursuant to Section 190.006(2)(b), Florida Statutes; and Providing an Effective Date
6. Consider Appointment to Fill Vacant Seat 5; *Term Expires November 2026*
 - Administration of Oath of Office to Appointed Supervisor

ATTENDEES:

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

7. Consideration of Resolution 2025-03, Electing and Removing Officers of the District and Providing for an Effective Date
8. Consideration of Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
9. Consideration of Fiscal Year 2025/2026 Budget Funding Agreement
10. Recess Special 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. Respondents
 - I. Berger, Toombs, Elam, Gaines & Frank
 - II. DiBartolomeo, McBee, Hartley & Barnes, P.A.
 - III. Grau & Associates
 - D. Auditor Evaluation Matrix/Ranking
12. Termination of Audit Selection Committee Meeting/Reconvene Special Meeting
13. Consider Recommendation of Audit Selection Committee
 - Award of Contract
14. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondents
 - I. Alliant Engineering, Inc.
 - II. Parker Mynchenberg & Associates, Inc.
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract

- 15. Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
- 16. Consideration of Resolution 2025-06, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 17. Acceptance of Unaudited Financial Statements as of February 28, 2025
- 18. Approval of Minutes
 - A. August 22, 2024 Public Hearing and Regular Meeting
 - B. November 25, 2024 Landowners’ Meeting
- 19. Staff Reports
 - A. District Counsel: *Cobb Cole*
 - B. District Engineer (Interim): *Parker Mynchenberg & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD
 - QUORUM CHECK

SEAT 1	SCOTT BULLOCK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ETHAN S. BULLOCK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	CARL LENTZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	VICTORIA M. HENIGE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 20. Board Members’ Comments/Requests
- 21. Public Comments
- 22. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,


 Ernesto Torres
 District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT 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.

WHEREAS, the Tomoka North Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Daytona Beach, Volusia County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners’ meeting is required to be held within 90 days of the District’s creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners’ meeting was held on November 25, 2024, at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

BOARD OF SUPERVISORS	SEAT	VOTES
Carl Lentz	Seat 3	75 Votes
Victoria M. Henige	Seat 4	100 Votes
Vacant	Seat 5	0 Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
Carl Lentz	Seat 3	4-Year Term
Victoria M. Henige	Seat 4	4-Year Term
Vacant	Seat 5	2-Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of April, 2025.

Attest:

**TOMOKA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 5 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(2)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on November 25, 2024, three (3) members were to be elected to the District Board of Supervisors (the “Board”) as that term is defined in Section 190.006(2)(b), Florida Statutes; and

WHEREAS, the District published a notice in a newspaper of general circulation as prescribed in Florida law; and

WHEREAS, two (2) Supervisors were nominated for election by the Landowners of the District; and

WHEREAS, the seat for which there was no nomination shall hereby be declared vacant; and

WHEREAS, the term of office for said seat will expire November 2026. The term of office for the Supervisors will commence upon appointment; and

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

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

SECTION 1. The following seat is hereby declared vacant effective as of November 25, 2024:

Seat #5 (currently vacant)

SECTION 2. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 11th day of April, 2025.

ATTEST:

TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Tomoka North 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 TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective April 11, 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 11, 2025:

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

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 11TH DAY OF APRIL, 2025.

ATTEST:

**TOMOKA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Tomoka North Community Development District (“**District**”) prior to June 15, 2025, a proposed operating budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”); 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 THE TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. APPROVING PROPOSED BUDGET. The operating budget proposed by the District Manager for Fiscal Year 2025/2026, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. SETTING HEARING. The public hearing on the approved budgets is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: _____

LOCATION: offices of Cobb Cole
One Daytona Blvd., Suite 600
Daytona Beach 32114

3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGETS. 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 (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 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 11th day of April, 2025.

ATTEST:

**TOMOKA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A

Fiscal Year 2025/2026 Budget

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT
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**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025			Total Actual & Proposed	Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025		
REVENUES					
Landowner contribution	\$ 64,645	\$ 11,909	\$ 52,859	\$ 64,768	\$ 64,645
Total revenues	<u>64,645</u>	<u>11,909</u>	<u>52,859</u>	<u>64,768</u>	<u>64,645</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	24,000	5,000	19,000	24,000	24,000
Legal	10,000	-	10,000	10,000	10,000
Engineering	2,500	-	2,500	2,500	2,500
Audit	5,750	-	5,750	5,750	5,750
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	-	1,000	1,000	1,000
Trustee*	6,000	-	6,000	6,000	6,000
Telephone	200	83	117	200	200
Postage	500	10	490	500	500
Printing & binding	500	208	292	500	500
Legal advertising	6,500	971	5,529	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,814	-	5,814	5,500
Contingencies/bank charges	600	5	595	600	600
Website hosting & maintenance	710	705	5	710	710
Website ADA compliance	210	-	210	210	210
Total expenditures	<u>64,645</u>	<u>\$12,971</u>	<u>51,988</u>	<u>64,959</u>	<u>64,645</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(1,062)	871	(191)	-
Fund balance - beginning (unaudited)	<u>58,435</u>	<u>191</u>	<u>(871)</u>	<u>191</u>	<u>-</u>
Fund balance - ending (projected)	<u>58,435</u>	<u>(871)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Unassigned	<u>58,435</u>	<u>(871)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u>\$ 58,435</u>	<u>\$ (871)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 24,000
<p>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.</p>	
Legal	10,000
<p>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.</p>	
Engineering	2,500
<p>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.</p>	
Audit	5,750
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	1,000
<p>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.</p>	
Trustee	6,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	600
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	710
Website ADA compliance	210
Total expenditures	<u><u>\$ 64,645</u></u>

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

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TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 FUNDING AGREEMENT

This agreement (“**Agreement**”) is made and entered into this 11th day of April, 2025, by and between:

Tomoka North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Volusia County, Florida with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

Timberline Real Estate Partners, a Florida company, the primary landowner of certain lands within the boundaries of the District, whose address is 1204 S Congress, Suite 200, Austin, Texas 78704 (the “**Landowner**”; and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commissioner of the City of Daytona Beach, Volusia County, Florida, 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, Landowner presently is developing the majority of all real property as further described in **Exhibit A** attached hereto (“**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 Fiscal Year 2025/2026, which year begins October 1, 2025 and concludes on September 30, 2026 (the “**FY 2026 Budget**”); and

WHEREAS, the FY 2026 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 **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Landowner, that will benefit from the activities, operations and services set forth in the FY 2026 Budget, or utilizing such other revenue sources as may be available to it; and

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

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

WHEREAS, the Landowner 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 **Exhibit B**;

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

SECTION 1. The Landowner agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2026 Budget attached hereto as **Exhibit B**, within fifteen (15) days of written request by the District. Amendments to the FY 2026 Budget as shown on **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 the Property, 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 FY 2026 Budget or otherwise. These payments are made by Landowner in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien (the "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 date and time of the recording of a "Notice of Lien for the FY 2026 Budget" in the public records of Volusia County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2026 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders 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 the Landowner has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Landowners.

SECTION 3. In the event Landowner fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board'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 enforce the collection of funds due under this Agreement by action against Landowner in the appropriate judicial forum in and for Volusia 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.

B. The District hereby finds that the activities, operations and services set out in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Landowner agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **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, Florida Statutes, 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 Volusia County property appraiser. Landowner hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. 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 5. 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 6. 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. In the event that Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Landowner will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Landowner may place into escrow an amount equal to the then unfunded portion of the adopted FY 2026 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Landowner's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Landowner's obligations. The parties hereto recognize that Landowner is responsible for expenditures of the District in the FY 2026 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2026 Budget. Landowner shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. 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 in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity 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 subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Volusia County, Florida.

SECTION 10. 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 11. The 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 12. 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, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

[signatures on following page]

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

ATTEST:

**TOMOKA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WITNESS:

**TIMBERLINE REAL ESTATE PARTNERS, a
Florida company**

Witness

By _____
Its _____

Exhibit A: Description of the Property
Exhibit B: Fiscal Year 2025/2026 Budget

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

11A

Serial Number
25-001211

Ormond Beach Observer
Published Weekly
Ormond Beach , Volusia County, Florida

COUNTY OF VOLUSIA

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Ormond Beach Observer a weekly newspaper published at Ormond Beach , Volusia County, Florida; that the attached copy of advertisement,

being a Request for Proposals for Annual Audit Services

in the matter of Tomoka North Community Development District

in the Court, was published in said newspaper by print in the

issues of 3/20/2025

Affiant further says that the Ormond Beach Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

**TOMOKA NORTH COMMUNITY
DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
ANNUAL AUDIT SERVICES**

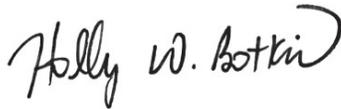
The Tomoka North Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for with an option for additional annual renewals, 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 the City of Dayton Beach, Volusia County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 30, 2025.

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 copy (flash drive) and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager"), in an envelope marked on the outside "Auditing Services, Tomoka North Community Development District." Proposals must be received by 12:00 p.m., on March 27, 2025, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.
District Manager
March 20, 2025

25-001211



Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

21st day of March, 2025 A.D.

by Holly Botkin who is personally known to me.



Notary Public, State of Florida
(SEAL)



Andrew Pagnotta
Comm.: HH 627562
Expires: Jan. 12, 2029
Notary Public - State of Florida

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

11B

**TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Tomoka North 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 with an option for additional 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 the City of Daytona Beach, Volusia County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 30, 2025.

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District Manager

TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2024

Volusia County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **March 27, 2025** at 12:00 p.m., at the offices of District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 . 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 copy (flash drive) 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 – Tomoka North 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 (“**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, plus the lump sum cost of four (4) annual renewals.

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.

**TOMOKA NORTH 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. **Please include pricing for each additional bond issuance.**

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.

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

11CI

**TOMOKA NORTH
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:

March 27, 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

March 27, 2025

Tomoka North 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 Tomoka North 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 Tomoka North 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.

Fort Pierce / Stuart

Member AICPA

- 1 -
Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA

Tomoka North Community Development District
March 27, 2025

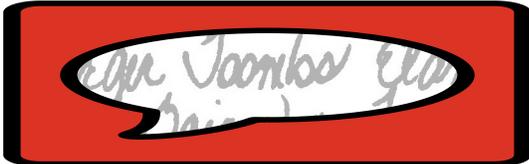
Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum 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 Tomoka North 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 Tomoka North 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 \$3,600 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 \$5,000. The fee is contingent upon the financial records and accounting systems of Tomoka North 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 Tomoka North 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 Pharoes (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

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

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
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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

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of November 30, 2022
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

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)



**TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

DISTRICT AUDITING SERVICES FOR FISCAL YEAR 2024
Volusia County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than March 27, 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 – Tomoka North 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.

**TOMOKA NORTH 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.

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

11CII

Tomoko North 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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Tomoka North
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 Tomoka North 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 signature is written in a cursive, flowing style.

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. 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 Tomoka North 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 Tomoka North 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 Tomoka North Community Development District as follows:

September 2024	\$ 3,150
September 2025 (optional)	\$ 3,300
September 2026 (optional)	\$ 3,450
September 2027 (optional)	\$ 3,600
September 2028 (optional)	\$ 3,750

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

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

11CIII



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

TOMOKA NORTH
Community Development District

Proposal Due: March 27, 2025
12:00PM

Submitted to:

Tomoka North
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



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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

March 27, 2025

Tomoka North 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 four additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Tomoka North 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



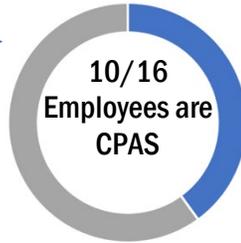
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



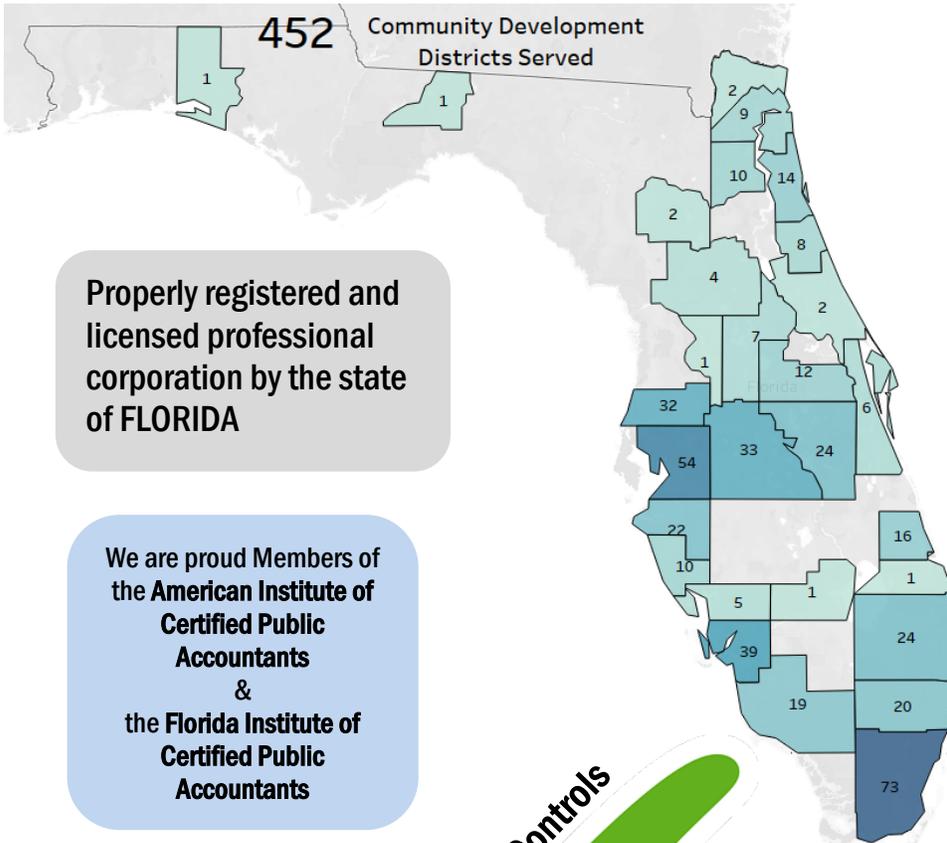
3 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



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**

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



Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

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

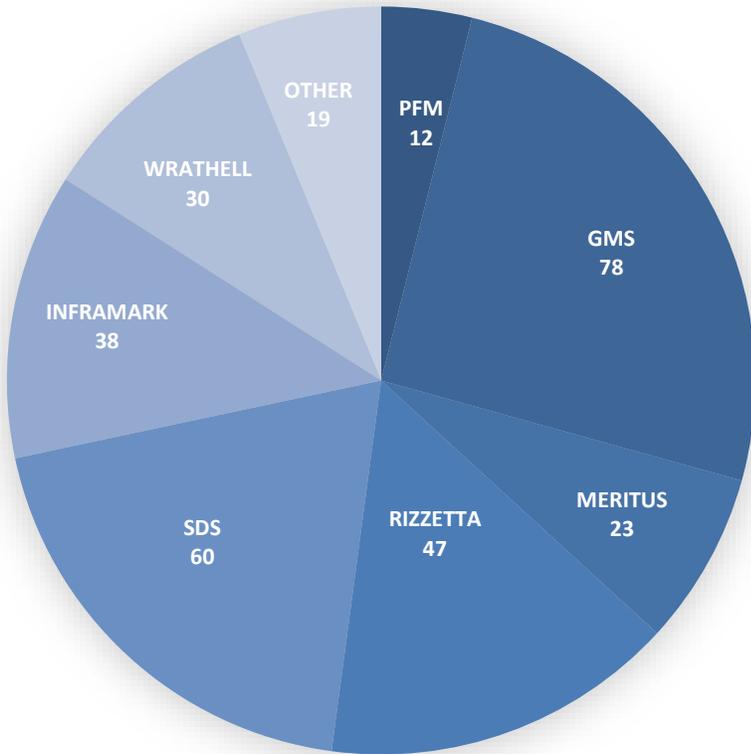
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org

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	53
Total Hours	93 (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.

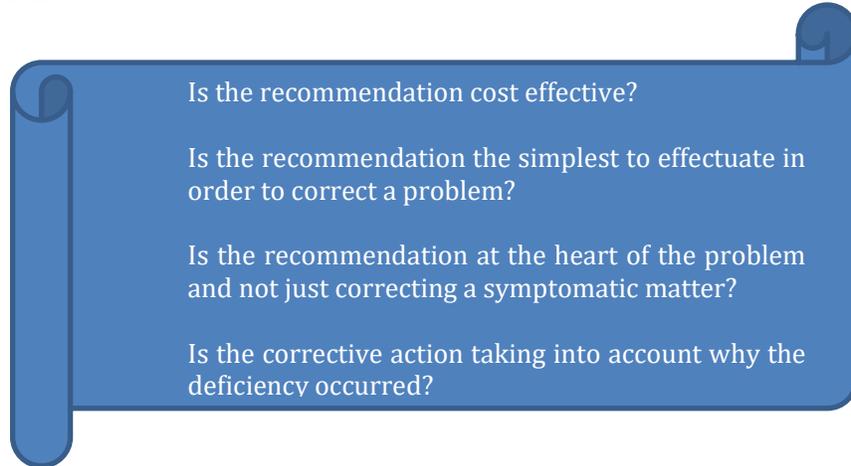
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

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:



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, 2024-2028 are as follows:

Year Ended September 30,	Fee
2024	\$3,000
2025	\$3,100
2026	\$3,200
2027	\$3,300
2028	<u>\$3,400</u>
TOTAL (2024-2028)	<u>\$16,000</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. If Bonds are issued the fee would increase by \$1,500. 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 Tomoka North 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.**

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

11D

TOMOKA NORTH 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						
DiBartolomeo, McBee, Hartley & Barnes, P.A.						
Grau & Associates						

NOTES:

Completed by: _____

Board Member's Signature

Date: _____

Printed Name of Board Member

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

14A

Serial Number
25-00119I

Ormond Beach Observer
Published Weekly
Ormond Beach , Volusia County, Florida

COUNTY OF VOLUSIA

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Ormond Beach Observer a weekly newspaper published at Ormond Beach , Volusia County, Florida; that the attached copy of advertisement,

being a Request for Qualifications for Engineering Services in the matter of Tomoka North Community Development District in the Court, was published in said newspaper by print in the issues of 3/20/2025

Affiant further says that the Ormond Beach Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**
RFQ for Engineering Services

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

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

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All Applicants interested must submit one (1) electronic copy (flash drive) of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on April 3, 2025 to the attention of District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager's Office").

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

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

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).
March 20, 2025

25-00119I

Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

21st day of March, 2025 A.D.

by Holly Botkin who is personally known to me.

Notary Public, State of Florida
(SEAL)



Andrew Pagnotta
Comm.: HH 627562
Expires: Jan. 12, 2029
Notary Public - State of Florida

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

14B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

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

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

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

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

3) Geographic Location (Weight: 20 Points)

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

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

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

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

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

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

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

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

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

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

14CI

Response to Request for Qualifications

For

The Tomoka North Community Development District

Prepared by:



ALLIANT



April 3, 2025Statement of Qualifications for
District Engineering Services**District Managers Office**Wrathell, Hunt, and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431**Alliant Engineering, Inc.**10475 Fortune Parkway, Suite 101
Jacksonville, Florida 32256
904.240.1351 MAIN**RE: Tomoka North Community Development District**

Dear District Manager 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. **Andrew Mansen, PE** will serve as the district's Project Manager and **David Landing, PE** will serve as the district's Quality Manager and be the CDD's primary point of contact.

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 **Tomoka North 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 Quality Manager, **David Landing, 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 **Tomoka North 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.

David R. Landing, PE
Senior Civil Engineer

✉ dlanding@alliant-inc.com

☎ 904.513.3218

Andrew Mansen, PE
Project Manager

✉ amansen@alliant-inc.com

☎ 904.329.4001

STATEMENT OF QUALIFICATIONS

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.

STATEMENT OF QUALIFICATIONS**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

Building Better Communities with Excellence and Passion

ENGINEER POINT OF CONTACT AND PROPOSED TEAM
Request for Qualifications for Engineering Services for Tomoka North Community Development District, Volusion County, FL

Public Notice Date: March 20, 2025

Solicitation No. 25-00119I

Engineer Point of Contact:

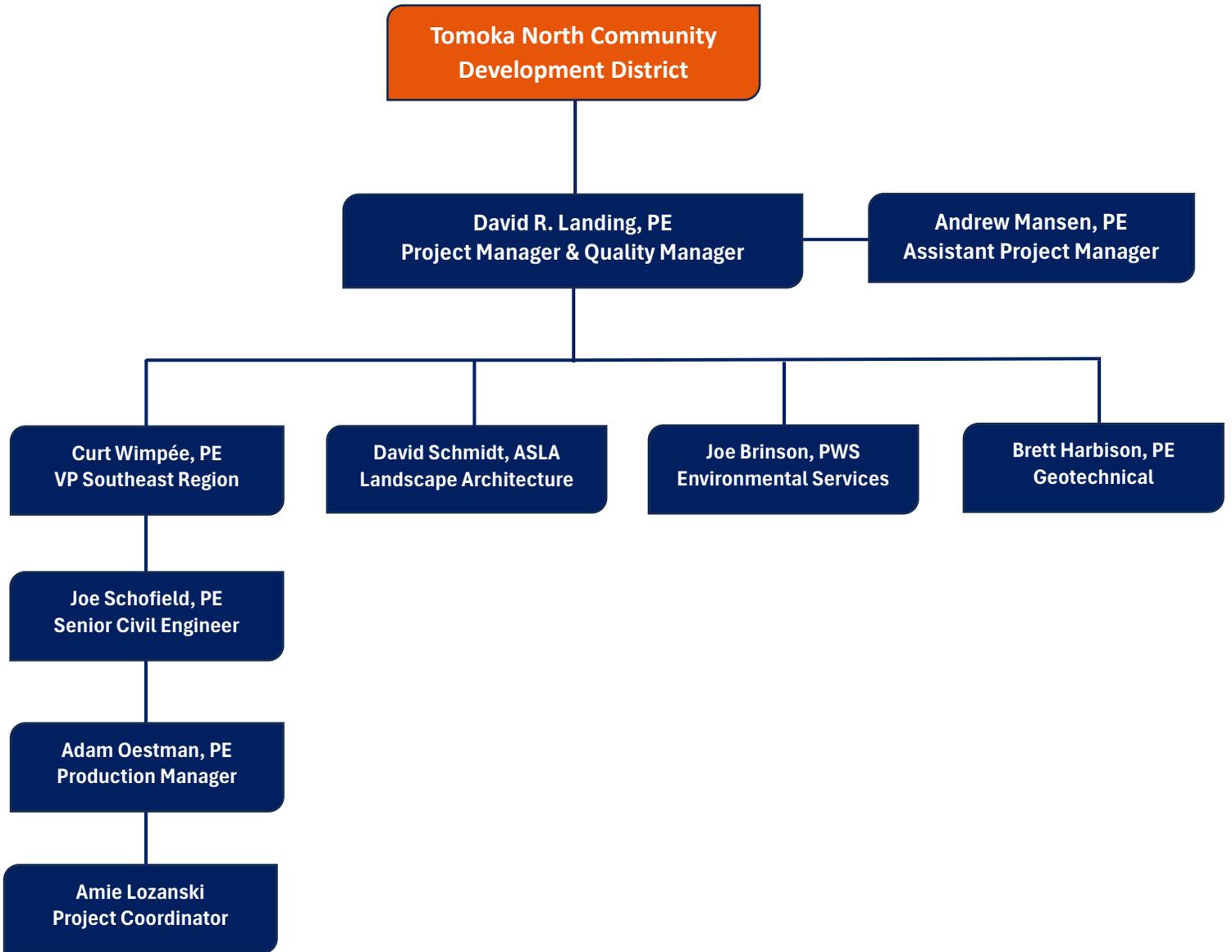
David R. Landing, PE / Quality Manager

(904) 513-3218

Alliant Engineering, Inc.

dlanding@alliant-inc.com
PROPOSED TEAM

Check		FIRM NAME	ADDRESS	ROLE IN THIS CONTRACT
Prime	Subcontractor			
X		Alliant Engineering	10475 Fortune Parkway, Suite 101 Jacksonville, Florida 32256	Project Management, Civil Engineering, and Landscape Services
	X	ESC Florida, LLC	11554 Davis Creek Court Jacksonville, Florida 32256	Environmental Services
	X	Meskel & Associates Engineering	3728 Philips Highway, Suite 208 Jacksonville, Florida 32207	Geotechnical Services
	X	Alliant Florida, Inc. (A wholly owned subsidiary of Alliant Engineering, Inc.)	10475 Fortune Parkway, Suite 101 Jacksonville, Florida 32256	Land Survey Services

Exhibit 1. Organizational Chart of Proposed Team

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS FOR THIS SUBMITTAL

David R. Landing, PE
Project Manager and Quality Manager
Licenses

- Professional Engineer in Florida (80483)

Education

- BS, Civil Engineering, University of Florida (UNF)
- AS, Civil Engineering Technology, Savannah Technical College

Years Experience: 27 years overall, just over 1 year with Alliant.

Mr. Landing is a Senior Civil Engineer with over 27 years' experience in pipelines and trenchless design with experience working on a variety of projects across the United States with a focus on water and wastewater projects in northeast Florida. His design experience includes water and wastewater treatment facilities, pressure and gravity pipelines, civil site design, stormwater design, with emphasis on large diameter pipelines and trenchless installations. His experience in pipeline design includes feasibility studies, design and construction support, design calculations, and drawing production.

SIPS 30-INCH WATER MAIN & RECLAIMED WATER ♦ CITY OF JACKSONVILLE, FLORIDA

Staff Engineer for the design, permitting, and general services during construction for the Ph. II efforts of the SIPS program whose primary focus is to transfer partially treated raw water from JEA's north grid, Main St. WTP to the south grids, Deerwood & Greenland WTPs. The project included over 41,000 LF of water main consisting of 26,000 LF of 30-inch DI installed by open-cut, and 15,000 LF of 36-inch HDPE installed by 9 separate HDDs. In addition to the water main, this project contained 1,150 LF of force main consisting of 310 LF of 24-inch PVC installed by open-cut and 840 LF of 30-inch HDPE installed by HDD, and 13,000 LF of reclaimed water main consisting of 12,050 LF of 30-inch DI installed by open-cut, and 840 LF of 30-inch HDPE by HDD.

HASTINGS WTP TO SR 207 12-INCH WATER MAIN ♦ ST. JOHNS COUNTY UTILITY DEPARTMENT ♦ HASTINGS, FLORIDA

David serves as the Project Manager, Engineer of Record, and Senior Pipeline Design Engineer for approximately 4,650 LF of 12-inch PVC water main installed by open-cut trenching along with associated valving, hydrants, fittings, and appurtenances. The project also included approximately 2,700 LF of 15-inch HDPE water main installed thru three separate HDD trenchless installations. Project challenges included navigating road corridors with narrow ROW which were shared with an FPL high-voltage transmission overhead powerline and coordinating proposed and temporary construction easements with property owners. David laid out the geometry for the project alignment, assisted in preparing construction drawings, and coordinated with survey and geotechnical exploration subcontractors.

CWRF TRANSMISSION MAIN BYPASS & REDUNDANCY CONCEPTUAL PLAN ♦ CITY OF PENSACOLA, 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.

SR 207 WATER MAIN EXTENSION – PH. II ♦ ST. JOHNS COUNTY UTILITY DEPARTMENT ♦ ST. JOHNS COUNTY, FLORIDA

For the above referenced project David served as QA/QC engineer and site construction inspector for the design and construction of 2,900 LF of 24-inch PVC water main within St. Johns County Utility Department (SJCUD) easements and Florida Department of Transportation (FDOT) Right-of-Ways (ROW). The project also consisted of a 42-inch steel cased jack and auger bore crossing FDOT's SR 206 and a 30-inch High-Density Polyethylene (HDPE) HDD crossing Interstate 95. Permitting was required by FDOT and Florida Department of Environmental Protection (FDEP) for wetlands crossing and impacts. For this project he personally reviewed the construction drawings at various project milestones for constructability and to ensure the projects met client expectations. David also reviewed contractor submittals for materials and construction methods and performed onsite inspections of installation of the water main, wet tapping for connection to the existing water main and the HDD installation under Interstate 95.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS FOR THIS SUBMITTAL**Andrew Mansen, PE**
Professional Civil Engineer and 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 MACCLENNY, 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 culver 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	Point of Contact	Contact No.
Trout Creek Community Development District	Melissa Dobbins	(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	Firm Location	Role
ECS Florida, LLC	Jacksonville, Florida	Environmental

REPRESENTATIVE PROJECTS
Tapestry Westland Village
 Jacksonville, Florida

Project Owner's Information

Project Owner	Point of Contact	Contact No.
Arlington Properties	Trey Barnes	(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	Firm Location	Role
ECS Florida, LLC	Jacksonville, Florida	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
David R. Landing, PE	Quality Manager	X		X	X		X	
Andrew Mansen, PE	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.

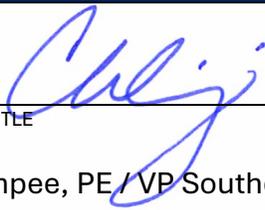
No judicial or administrative agency or qualification board has ever investigated Alliant or any of its employees. Neither Alliant nor any Alliant employee, including its engineers has ever received prior adverse decision or settlement relating to a violation of ethical standards.

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 3, 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 / Quality Manager** – Responsible for building project teams tailored to meet project goals, provide ongoing project oversight, and be the primary point of contact for the district. David R. Landing, PE was selected to be Project Manager because in addition to having 27 years in the industry, he understands how to make CDD projects successful. As Project Manager, David 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. Curt Wimpée, PE, will be our Quality Manager.

- ▶ **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
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. **David R. Landing, 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.

Exhibit 2 – Projected Schedule

Staff	20%				40%				60%				80%				100%			
Project Manager	Percent Committed				Percent Committed				CDD				Excess Availability				Excess Availability			
Senior Engineer/Quality Assurance	Percent Committed				Percent Committed				CDD				Excess Availability				Excess Availability			
Water Resources	Percent Committed				Percent Committed				CDD				Excess Availability				Excess Availability			
Professional Land Surveyor	Percent Committed				Percent Committed				CDD				Excess Availability				Excess Availability			
Roadway Design	Percent Committed				Percent Committed				CDD				Excess Availability				Excess Availability			
Construction and Inspection	Percent Committed				Percent Committed				CDD				Excess Availability				Excess Availability			
Contract Administration	Percent Committed				Percent Committed				CDD				Excess Availability				Excess Availability			

Percent Committed
 CDD
 Excess Availability

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.

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 1 million 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


Alliant's Jacksonville Office:
 10475 Fortune Parkway, Suite 101
 Jacksonville, Florida 32256

We are located on the south side of Jacksonville, in Duval County. We are approximately 1 hour and 22 minutes from Daytona Beach and are readily available to serve the needs of the Sungate Community Development District. Office location is important during permitting and construction to ensure timely responses.

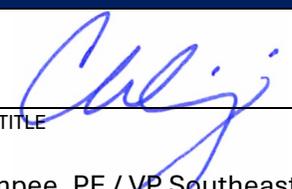
ENGINEER GENERAL QUALIFICATIONS

Alliant Engineering, Inc.	YEAR ESTABLISHED 1995	YEAR ESTABLISHED 41-1818046
10475 Fortune Parkway, Suite 101	OWNERSHIP	
Jacksonville, Florida 32256	TYPE Corporation	
David R. Landing, PE, Quality Manager	SMALL BUSINESS STATUS N/A	
(904) 513-3218	dlanding@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

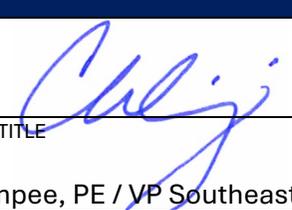
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number
		Firm	Branch			
02	Administrative	18	3	E10	Environmental & Natural Resource Map	4
08	CAD Technician	7	1	H07	Highways	8
12	Civil Engineer	55	9	H11	Housing	7
15	Construction Inspection	5	0	104	ITS	4
16	Construction 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 3, 2025
NAME AND TITLE Curt Wimpee, PE / VP Southeast Region	

ENGINEER GENERAL QUALIFICATIONS

Alliant Florida, Inc.				YEAR ESTABLISHED 2019	YEAR ESTABLISHED 83-2802440	
10475 Fortune Parkway, Suite 101				OWNERSHIP		
Jacksonville, Florida 32256				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 3, 2025	
NAME AND TITLE						
Curt Wimpee, PE / VP Southeast Region						

ENGINEER GENERAL QUALIFICATIONS

Meskel & Associates Engineering, PLLC				YEAR ESTABLISHED 2008	YEAR ESTABLISHED DVZYP4E9Q3L8	
3728 Philips Highway, Suite 208				OWNERSHIP		
Jacksonville, Florida 32207				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 3, 2025	
NAME AND TITLE Antoinette D. Meskel, PE, President, Principal Engineer						

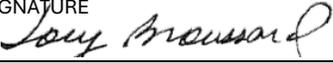
ENGINEER GENERAL QUALIFICATIONS

ECS Florida, LLC		YEAR ESTABLISHED 2017	YEAR ESTABLISHED MNVJKQ85HFG3
11554 Davis Creek Court		OWNERSHIP	
Jacksonville, Florida 32207		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			101	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 	DATE April 3, 2025
NAME AND TITLE Joey Broussard, PE – Subsidiary Regional Vice President	

APPENDIX A

FORMS, LICENSES, AND CERTIFICATIONS

ALLIANT ENGINEERING, INC.

April 3, 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: PE80483
EXPIRATION DATE: FEBRUARY 28, 2025
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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

MANSEN, ANDREW MORGAN
 4575 GOLF BROOK ROAD
 ORANGE PARK FL 32065

LICENSE NUMBER: PE91277
EXPIRATION DATE: FEBRUARY 28, 2027
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Ron DeSantis, Governor



Melanie S. Griffin, Secretary

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS

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WIMPEE, CURTIS MARCEL
 11410 WILDECROFT TERRACE
 JACKSONVILLE FL 32228

LICENSE NUMBER: PE79764
EXPIRATION DATE: FEBRUARY 28, 2025
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Melanie S. Griffin, Secretary

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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Melanie S. Griffin, Secretary

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
 PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

OESTMAN, ADAM VIKTOR
 12844 BEAUBIEN RD
 JACKSONVILLE FL 32258

LICENSE NUMBER: PE98440
EXPIRATION DATE: FEBRUARY 28, 2027
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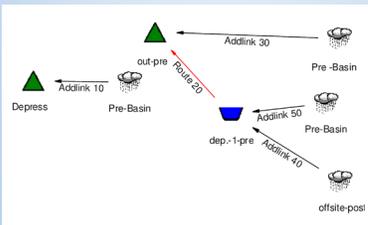
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**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

14CII

Tomoka North Community Development District

Request for Qualifications for Engineering Services for the Tomoka North Community Development District



PARKER MYNCHENBERG & ASSOCIATES, INC.

LETTER OF INTEREST AND ABILITY & ADEQUACY OF PROFESSIONAL PERSONNEL

Parker Mynchenberg & Associates, Inc. is excited to present our project team for the Tomoka North Community Development District. Parker Mynchenberg & Associates specializes in Civil Engineering, Stormwater Management, Environmental Engineering, and Landscape Architecture. We have assembled a team of in-house staff and specialty subconsultants to provide the highest level of service for design, permitting, bidding, and construction phase services. Our team has many years of experience delivering successful projects for municipal and private clients in East Central Florida. Parker Mynchenberg & Associates has years of experience in working with CDD's through Volusia and Flagler Counties.

Parker Mynchenberg & Associates is owned and operated by Parker Mynchenberg, P.E., R.L.A., President and Principal Engineer, and has been providing Professional Engineering and Landscape Architectural Design services in Daytona Beach, Volusia, and Flagler Counties since 1984. The firm is located within the City of Holly Hill at 1729 Ridgewood Avenue. Parker Mynchenberg is a graduate of Mainland High School, Daytona Beach, FL, and the University of Central Florida with a Bachelor of Science Degree in Civil Engineering. Since graduating, he has practiced Civil Engineering and Landscape Architectural Design in Volusia and Flagler Counties being licensed in the State of Florida as a Professional Engineer, Registered Landscape Architect, General Contractor, Commercial Pool Contractor, and Real Estate Broker. Parker Mynchenberg & Associates, Inc is not a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

Steve Buswell, P.E., R.L.A., Senior Project Engineer is a Professional Engineer with a Master of Engineering and a Bachelor of Science Degree in Environmental Engineering from the University of Florida. Additionally, Steve is also a Registered Landscape Architect. He has worked as an Associate Professional Engineer with Parker Mynchenberg & Associates since 2001. He brings to the company a thorough background in stormwater, roadway, streetscape, and utility design and specializes in permitting, modeling and technical specifications. Steve also is experienced with FDOT, City of Daytona Beach, St. Johns River Water Management District, FDEP, and Volusia County permitting.

Kevin Lee, P.E., Project Engineer is a Professional Engineer with a Master of Engineering and a Bachelor of Science Degree in Environmental Engineering from the University of Florida. He joined Parker Mynchenberg & Associates in January 2021. Kevin brings to the company a background in municipal consulting, working for most of the public utilities within Volusia County. His projects have ranged from small R&R projects, lift stations, pipelines, and large treatment plant upgrades and expansions. In addition to design and permitting, Kevin has provided contract administration and inspection services during construction phase for over 100 projects.

The support staff and CADD Technicians at Parker Mynchenberg & Associates have been involved in Civil Engineering design and permitting for projects within the Volusia and Flagler Counties. The design and permitting work completed by the company over the past 41 years has included many miles of stormwater systems, utilities, roadways, and lift stations. The majority of this work was within Volusia County. These projects have been permitted by the Florida Department of Transportation, St. Johns River Water Management District, Florida Department of Environmental Protection, Volusia County Health Department and U.S. Army Corps of Engineers.

COMMUNITY DEVELOPMENT DISTRICT PAST PERFORMANCE AND EXPERIENCE

Parker Mynchenberg & Associates has had the opportunity to serve as the Professional Engineering Consultant for various Community Development Districts over the years, including Tomoka North and Veranda Bay. The work associated with these projects includes the preparation of Engineers Reports, Contracts for Construction Services, Bond Documents, and Ancillary Documents.

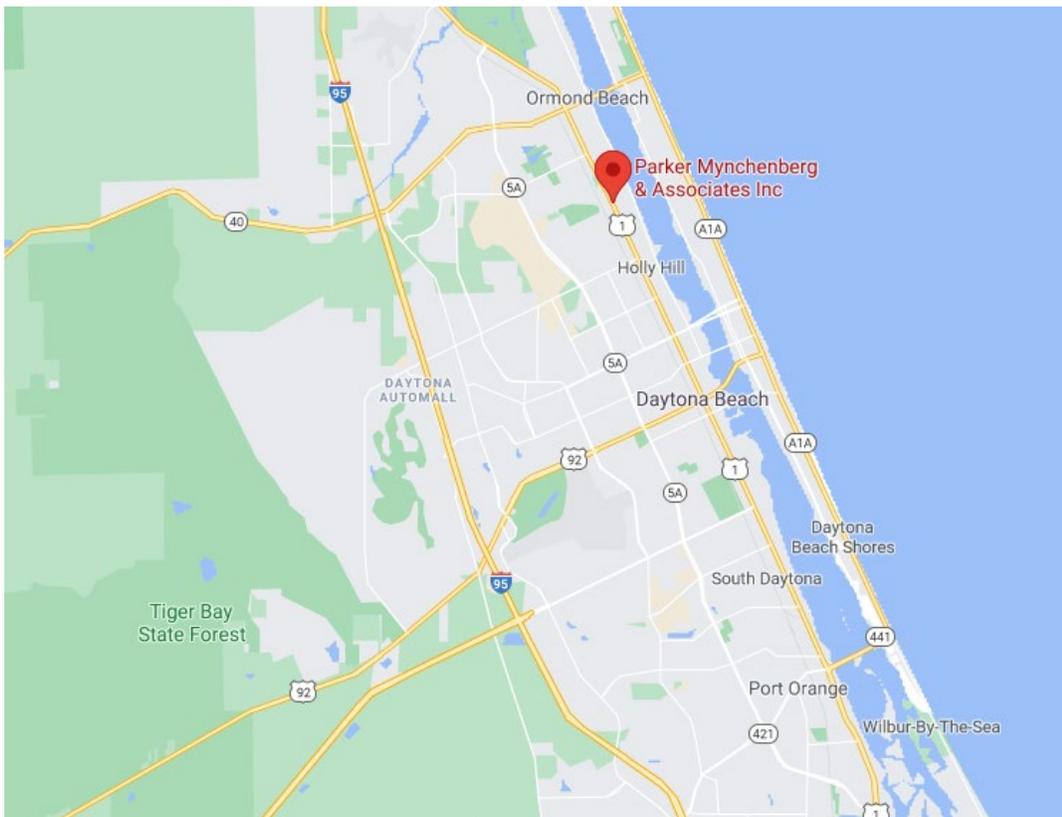
The Gardens
Mr. Ken Belshe
Palm Coast Intracoastal, LLC
3129 Springbank Lane
Charlotte, NC 28226

Sungate
Mr. James Nix
TLO 12 Sungate, LLC
3736 Bee Caves Rd, Ste 1-177
W Lake Hills, TX 78746

Tomoka Town Center
Mr. Jay Albright
Consolidated Tomoka Land Co
1530 Cornerstone Blvd, Ste 100
Daytona Beach, FL 32117

LOCATION

Parker Mynchenberg & Associates has a single location in at 1729 Ridgewood Ave, Holly Hill, FL. We can be at the Tomoka North project site within 20 minutes.



CERTIFIED MINORITY BUSINESS EXPERTISE

Parker Mynchenberg & Associates, Inc. is not a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

PROFESSIONAL LICENSES

Parker Mynchenberg & Associates
Tomoka North Community Development District
RFQ for Engineering Services

Parker Mynchenberg, P.E., R.L.A.
Steven R. Buswell, P.E., R.L.A.
Kevin Lee, P.E.
*Copies of licenses are attached.

TIME AND BUDGET REQUIREMENTS

Parker Mynchenberg & Associates, Inc is committed to and has the ability to meet time and budget requirements. Once the project goals are outlined, the quality management process is in-place, and the project scope is detailed and reviewed with the District, Parker Mynchenberg & Associates, Inc and move forward in creating a agreed upon schedule. PMA currently employs three (3) Civil Engineers, two (2) registered Landscape Architects, two (2) Engineer Interns, nine (9) CADD Technicians, five (5) Administrative Staff, and one (1) Construction Inspector. Listed below is the hourly rate schedule. Our experienced staff is dedicated to meeting time and budget requirements on our projects.

Principal Engineer.....	\$300.00/hour
Senior Project Engineer	\$250.00/hour
Landscape Architect	\$250.00/hour
Project Engineer	\$175.00/hour
Senior CAD Technician.....	\$150.00/hour
CAD Technician	\$130.00/hour
Administrative	\$ 55.00/hour

RECENT, CURRENT, AND PROJECTED WORKLOADS

Parker Mynchenberg & Associates, Inc.'s recent, current, and projected workload is as such that we can accommodate any and all requests from the Tomoka North Community Development District. Once the project goals are outlined and the quality management process is in-place the project scope is detailed and reviewed with the project Owner. Scope development provides the road map for project success. This point in the project is the easiest time to make adjustments and clarify the project goals.

VOLUME OF WORK PREVIOUSLY AWARDED TO CONSULTANT BY DISTRICT

Parker Mynchenberg & Associates, Inc. is currently the CDD Engineer for the Tomoka North Community Development District.

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

Request for Qualifications for The Tomoka North Community Development District

2. PUBLIC NOTICE DATE

03/20/2025

3. SOLICITATION OR PROJECT NUMBER

RFQ for Engineering Services

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Parker Mynchenberg, P.E., R.L.A. - President

5. NAME OF FIRM

Parker Mynchenberg & Associates, Inc.

6. TELEPHONE NUMBER

386-677-6891

7. FAX NUMBER

8. E-MAIL ADDRESS

info@parkermynchenberg.com

C. PROPOSED TEAM

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

(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	✓			Parker Mynchenberg & Associates, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	1729 Ridgewood Ave Holly Hill, FL 32117	Civil Engineering
b.	✓			Parker Mynchenberg & Associates, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	1729 Ridgewood Ave Holly Hill, FL 32117	Landscape Architect
c.			✓	Lassiter Transportation Group <input type="checkbox"/> CHECK IF BRANCH OFFICE	140 West Granada Blvd, Suite 2 Ormond Beach, FL 32174	Traffic Engineer
d.			✓	Sliger & Associates, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	3921 Nova Road Port Orange, FL 32127	Surveyor
e.			✓	Bio-Tech Consulting, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	3025 East South Street Orlando, FL 32803	Environmental
f.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Parker Mynchenberg, P.E., R.L.A.	13. ROLE IN THIS CONTRACT Project Manager/Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 47	b. WITH CURRENT FIRM 41
15. FIRM NAME AND LOCATION <i>(City and State)</i> Parker Mynchenberg & Associates, Inc., Holly Hill, Florida			
16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer-FL Real Estate Broker-FL Landscape Architect-FL General Contractor-FL Commercial Pool Contractor-FL	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> National Society of Professional Engineers, Florida Engineering Society			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Beach St. Streetscape Phase II, Daytona Beach, Florida	Ongoing	N/A
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Redevelopment design of the main thoroughfare in downtown Daytona Beach on Beach Street from Bay St to Fairview Ave, and Mary McLeod Bethune Blvd from Beach St to U.S. 1. This project includes roadway design, parking, sidewalks, landscaping, stormwater improvements, water and sewer improvements.		
Dickerson Center, Daytona Beach, Florida	2022	2023
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The site improvements included new parking, sidewalks, playground with seat walls, a new basketball court, site lighting and landscaping improvement. The site was a remodel of an existing City facility. New impervious areas were collected on site and treated in dry retention ponds prior to discharge. This design and permitting approach allowed for the site to be used efficiently while still improving stormwater treatment at the existing facility.		
Plantation Oaks of Ormond Beach, Ormond Beach, Florida	Ongoing	Ongoing
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design of a 1,884 lot single family subdivision over 1,000 acres including three clubhouses, three boat and recreational vehicle parking areas, walking trails, pickleball courts, shuffle board courts, tennis courts, horseshoe pit, bocce ball court, dog parks and other recreational areas.		
Sungate Logistics Park, Daytona Beach, Florida	Ongoing	Ongoing
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design of a 850 acre industrial park subdivided into 13 lots which include paving, drainage, utility, lift station, lake withdrawal irrigation, pump station, and sidewalk improvements. The project includes an off-site watermain extension of 5,900 LF of 20" DIP watermain. On-site utilities includes 7,000 LF of 12" watermain, 7,000 LF of 12" reuse main, 7,000 LF of 8" forcemain and a master lift station.		
Tomoka North, Daytona Beach, Florida	2022	N/A
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design of a commercial subdivision on 176 acres that includes new roadways, sidewalks, stormwater, landscaping, water and sewer systems. Involved in the CDD creation and management of this project.		

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 PM - A
21. TITLE AND LOCATION <i>(City and State)</i> Beach St. Streetscape Phase II, Daytona Beach, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Daytona Beach	b. POINT OF CONTACT NAME Mark Veenstra	c. POINT OF CONTACT TELEPHONE NUMBER 386-671-8614
---	---	--

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

Parker Mynchenberg & Associates, Inc. provided engineering and landscape architectural services and sub-consultant coordination of survey, electrical engineer, traffic engineer, structural engineer, for Beach Street Streetscape Phase I - Orange Ave to Bay St. Construction of Phase I is complete and has been well received by the City, business owners, and residents.

Phase II includes Beach St. from Bay St. to Fairview Ave and Mary McLeod Bethune Blvd from Beach St. to US 1 is currently under design. Improvements include concrete pavement, decorative sidewalks, Ped signalization, hardscape, landscape, irrigation, signage, mid-block crossing with archway lighting, potable water, sanitary, reuse, and storm pipe improvements, electrical ornamental lighting improvements, include roadway design, FDOT permitting and stake holder meetings, bidding assistance, contract administration and final closeout. The design also includes coordination with the Riverfront Park Designers on grading and utilities.

The estimated construction cost is \$5,000,000.00.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Sliger & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port Orange, FL	(3) ROLE Surveyor
b.	(1) FIRM NAME Mike Patterson Electrical	(2) FIRM LOCATION <i>(City and State)</i> Ormond Beach, FL	(3) ROLE Electrical Engineer
c.	(1) FIRM NAME UES	(2) FIRM LOCATION <i>(City and State)</i> South Daytona, FL	(3) ROLE Geotechnical Engineer
d.	(1) FIRM NAME Traffic Planning & Design, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Maitland, FL	(3) ROLE Traffic Consultant
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 PM - C
21. TITLE AND LOCATION <i>(City and State)</i> Plantation Oaks of Ormond Beach, Ormond Beach, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Plantation Oaks of Ormond Beach,	b. POINT OF CONTACT NAME Parker Mynchenberg	c. POINT OF CONTACT TELEPHONE NUMBER 386-212-1515
--	--	--

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

Design of a 1,884 lot single family subdivision over 1,000 acres including three clubhouses, two boat and recreational vehicle parking areas, walking trails, pickleball courts, shuffle board courts, tennis courts, horseshoe pit, bocce ball court, dog parks and other recreational areas. The property was included in the National Gardens Development of Regional Impact (DRI). The property has PRD zoning within the City of Ormond Beach.

The pre- and post-development drainage basins were modeled with interconnected ponds and the stormwater management system includes approximately 150 acres of wet ponds for treatment and stormwater routing. The stormwater systems were designed in high recharge areas to minimize impacts to the adjacent wetlands.

The estimated construction cost is \$72,000,000.00.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Sliger & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port Orange, FL	(3) ROLE Surveyor
b.	(1) FIRM NAME Traffic Planning & Design, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Maitland, FL	(3) ROLE Traffic Consultant
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 SB - D
21. TITLE AND LOCATION <i>(City and State)</i> Tomoka Town Center, Daytona Beach, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i> 2016

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Cosolidated Tomoka	b. POINT OF CONTACT NAME Scott Bullock	c. POINT OF CONTACT TELEPHONE NUMBER 407-947-0877
--	---	--

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

Design and permitting of a commercial subdivision on 209 acres including new roadways, sidewalks, stormwater, street lighting, outlet mall landscaping, water and sewer system improvements. The water system includes more than 5,400 LF of potable water main. The wastewater collection system includes the gravity collection system extensions and pump station calculations to demonstrate that the existing adjacent lift station can serve the new development.

The utility improvements included signalization, lighting, potable water, sanitary, and reuse extensions. Landscaping improvements include I-95 50-foot buffer design and Tanger Outlet Mall landscape architectural design.

The estimated construction cost is \$11,200,000.00.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Sliger & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port Orange, FL	(3) ROLE Surveyor
b.	(1) FIRM NAME Traffic Planning & Design, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Maitland, FL	(3) ROLE Traffic Consultant
c.	(1) FIRM NAME Bio-Tech Consulting, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, FL	(3) ROLE Environmental Consultant
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 PM - B
21. TITLE AND LOCATION <i>(City and State)</i> Dickerson Center, Daytona Beach, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i> 2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Daytona Beach	b. POINT OF CONTACT NAME Mark Veenstra	c. POINT OF CONTACT TELEPHONE NUMBER 386-671-8614
---	---	--

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

The John H. Dickerson Community Center is located in downtown Daytona Beach and has been repurposed from its original use as a school to the community center it is today. The site improvements included new parking, sidewalks, playground with seat walls, a new basketball court, site lighting and landscaping improvements. The site was a remodel of an existing City facility. The original site had limited stormwater treatment and the improvements were adding impervious area. The stormwater collection system and site grading maintained existing drainage patterns, when possible. New impervious areas were collected on site and treated in dry retention ponds prior to discharge. This design and permitting approach allowed for the site to be used efficiently while still improving stormwater treatment at the existing facility.

The construction cost was \$2,000,000.00.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Southeastern Surveying and Mapping	(2) FIRM LOCATION <i>(City and State)</i> Orlando, FL	(3) ROLE Surveyor
b.	(1) FIRM NAME Mike Patterson Electrical	(2) FIRM LOCATION <i>(City and State)</i> Ormond Beach, FL	(3) ROLE Electrical Engineer
c.	(1) FIRM NAME UES	(2) FIRM LOCATION <i>(City and State)</i> South Daytona, FL	(3) ROLE Geotechnical Engineer
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 KL - B
21. TITLE AND LOCATION <i>(City and State)</i> Hampton Oaks, Deltona, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> 2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Ashton Woods	b. POINT OF CONTACT NAME Justin Campbell	c. POINT OF CONTACT TELEPHONE NUMBER 407-468-2243
---	--	---

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

Hampton Oaks is a residential subdivision in Deltona. The project includes 258 single family lots on approximately 113 acres. The site topography ranges from elevation 90 to 22 across the site. The site grading and stormwater system were designed to function at different levels across the site providing dry ponds for retention and to attenuate peak flows throughout the site. The stormwater ponds cascade into a large dry pond which provides storage volume for the 25 year/96 hour storm event because the site is within a closed basin.

The site is subject to nutrient removal criteria so dry retention was used to meet design and permitting requirements.

The construction cost was \$4,800,000.00.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Sliger & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Port Orange, FL	(3) ROLE Surveyor
b.	(1) FIRM NAME UES	(2) FIRM LOCATION <i>(City and State)</i> South Daytona, FL	(3) ROLE Geotechnical Engineering
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

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

See attached.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

4/2/2025

33. NAME AND TITLE

Parker Mynchenberg, P.E., R.L.A.

Organizational Chart

Parker Mynchenberg, P.E., R.L.A.
President

PROJECT MANAGERS
Steven R. Buswell, P.E., R.L.A.
Kevin Lee, P.E.

PROJECT ENGINEERS
Tanner Banks, E.I.
Rogan Park

SUBCONSULTANTS
Survey-Sliger & Associates, Inc.
Environmental-Bio-Tech Consulting, Inc.
Traffic-Lassiter Transportation Group, Inc.

CADD TECHNICIANS
Joe DeCilla
Bruce Harden
Shane Brumenschenkel
Mark Greco
Matt Burnazos
Bruce Bergstrom
Allen Kull
Scott Bombardier
Steve Waters

ADMINISTRATIVE
Kyle Mynchenberg
Angie Felderman
Katie Hooten
Nikki Alwine
Odette Pomerleau



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

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

MYNCHENBERG, PARKER KIMBALL

1729 RIDGEWOOD AVE
FLORIDA
HOLLY HILL FL 32117

LICENSE NUMBER: PE32645

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MYNCHENBERG, PARKER KIMBALL

PARKER MYNCHENBERG & ASSOCIATES, INC.
1729 RIDGEWOOD AVENUE
HOLLY HILL FL 32117

LICENSE NUMBER: LA0001553

EXPIRATION DATE: NOVEMBER 30, 2025

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ISSUED: 11/29/2023

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Melanie S. Griffin, Secretary



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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BUSWELL, STEVEN RICHARD

1729 RIDGEWOOD AVE
FLORIDA
HOLLY HILL FL 32117

LICENSE NUMBER: PE53985

EXPIRATION DATE: FEBRUARY 28, 2027

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

BUSWELL, STEVEN RICHARD

6 SPRINGWOOD TRAIL
ORMOND BEACH FL 32174

LICENSE NUMBER: LA6667011

EXPIRATION DATE: NOVEMBER 30, 2025

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ISSUED: 11/29/2023

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

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

LEE, KEVIN A

252 SOUTH BEACH STREET
ORMOND BEACH FL 32174

LICENSE NUMBER: PE71501

EXPIRATION DATE: FEBRUARY 28, 2027

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State of Florida

Department of State

I certify from the records of this office that PARKER MYNCHENBERG & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on March 20, 1984, effective March 15, 1984.

The document number of this corporation is G92068.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 25, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of January,
2023*




Secretary of State

Tracking Number: 9165728034CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida



Department of State

I certify from the records of this office that PARKER MYNCHENBERG & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1984.

The document number of this corporation is G92068.

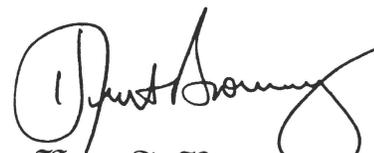
I further certify that said corporation has paid all fees due this office through December 31, 2008, that its most recent annual report/uniform business report was filed on April 15, 2008, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of April, 2008



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

14D

**Tomoka North Community Development District
Request for Qualifications – District Engineering Services**

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant's Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
WEIGHT FACTOR	25	25	20	15	5	5	5	100
NAME OF RESPONDENT								
1 Alliant Engineering, Inc.								
2 Parker Mynchenberg & Associates, Inc.								

Board Member's Signature

Date

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

15

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 11th day of April, 2025.

ATTEST:

**TOMOKA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Offices of Cobb Cole, One Daytona Blvd., Suite 600, Daytona Beach 32114</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October __, 2025	Regular Meeting	__:__ AM/PM
November __, 2025	Regular Meeting	__:__ AM/PM
December __, 2025	Regular Meeting	__:__ AM/PM
January __, 2026	Regular Meeting	__:__ AM/PM
February __, 2026	Regular Meeting	__:__ AM/PM
March __, 2026	Regular Meeting	__:__ AM/PM
April __, 2026	Regular Meeting	__:__ AM/PM
May __, 2026	Regular Meeting	__:__ AM/PM
June __, 2026	Regular Meeting	__:__ AM/PM
July __, 2026	Regular Meeting	__:__ AM/PM
August __, 2026	Regular Meeting	__:__ AM/PM
September __, 2026	Regular Meeting	__:__ AM/PM

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

16

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Tomoka North Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT THAT:

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 11th day of April, 2025.

ATTEST:

**TOMOKA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

TOMOKA NORTH

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **04/11/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 6,354	\$ 6,354
Due from Landowner	1,058	1,058
Total assets	\$ 7,412	\$ 7,412
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 1,058	\$ 1,058
Due to other	167	167
Landowner advance	6,000	6,000
Total liabilities	7,225	7,225
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	1,058	1,058
Total deferred inflows of resources	1,058	1,058
Fund balances:		
Unassigned	(871)	(871)
Total fund balances	(871)	(871)
Total liabilities, deferred inflows of resources and fund balances	\$ 7,412	\$ 7,412

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Adopted Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 1,058	\$ 11,909	\$ 64,645	18%
Total revenues	<u>1,058</u>	<u>11,909</u>	<u>64,645</u>	18%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	1,000	5,000	24,000	21%
Legal	-	-	10,000	0%
Engineering	-	-	2,500	0%
Audit	-	-	5,750	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent***	-	-	1,000	0%
Trustee*	-	-	6,000	0%
Telephone	16	83	200	42%
Postage	-	10	500	2%
Printing & binding	41	208	500	42%
Legal advertising	-	971	6,500	15%
Annual special district fee	-	175	175	100%
Insurance	-	5,814	5,500	106%
Contingencies/bank charges	5	5	600	1%
Website hosting & maintenance	-	705	710	99%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>1,062</u>	<u>12,971</u>	<u>64,645</u>	20%
Excess/(deficiency) of revenues over/(under) expenditures	(4)	(1,062)	-	
Fund balances - beginning	(867)	191	-	
Fund balances - ending	<u>\$ (871)</u>	<u>\$ (871)</u>	<u>\$ -</u>	

*These items will be realized the year after the issuance of bonds.

**WHA will charge a reduced management fee until bonds are issued.

***These items will be realized when bonds are issued.

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES A

DRAFT

**MINUTES OF MEETING
TOMOKA NORTH COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Tomoka North Community Development District held a Public Hearing and Regular Meeting on August 22, 2024 at 11:00 a.m., at the offices of Cobb Cole, One Daytona Blvd., Suite 600, Daytona Beach, Florida 32114.

Present:

Scott Bullock	Chair
Ethan Bullock	Vice Chair
Carl Lentz	Assistant Secretary
Victoria Henige	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Mark Watts (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 11:27 a.m.
Supervisors Scott Bullock, Ethan Bullock, Henige and Lentz were present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Ratification of Resolution 2024-04, Electing and Removing Officers of the District, and Providing for an Effective Date

Mr. Torres presented Resolution 2024-04 for ratification.
The slate was as follows:

Scott Bullock	Chair
---------------	-------

- 38 Ethan Bullock Vice Chair
- 39 Carl Lentz Assistant Secretary
- 40 Victoria Henige Assistant Secretary
- 41 Craig Wrathell Secretary
- 42 Ernesto Torres Assistant Secretary
- 43 Craig Wrathell Treasurer
- 44 Jeff Pinder Assistant Treasurer

45

46 **On MOTION by Mr. Scott Bullock and seconded by Ms. Henige, with all in favor,**
 47 **Resolution 2024-04, Electing and Removing Officers of the District, and**
 48 **Providing for an Effective Date, was ratified.**

49
50

FOURTH ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

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A. Proof/Affidavit of Publication

55 **B. Consideration of Resolution 2024-05, Relating to the Annual Appropriations and**
 56 **Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending**
 57 **September 30, 2025; Authorizing Budget Amendments and Providing an Effective Date**

58 Mr. Torres presented Resolution 2024-05. He reviewed the proposed Fiscal Year 2025
 59 budget, highlighting any increases, decreases and adjustments, compared to the Fiscal Year
 60 2024 budget, and explained the reasons for any changes. This is a Landowner-funded budget,
 61 with expenses funded as they are incurred.

62

63 **On MOTION by Mr. Lentz and seconded by Mr. Scott Bullock, with all in favor,**
 64 **the Public Hearing was opened.**

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No affected property owners or members of the public spoke.

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69 **On MOTION by Mr. Lentz and seconded by Mr. Scott Bullock, with all in favor,**
 70 **the Public Hearing was closed.**

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On MOTION by Mr. Lentz and seconded by Mr. Scott Bullock, with all in favor, Resolution 2024-05, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2024/2025 Budget Funding Agreement

Mr. Torres presented the Fiscal Year 2024/2025 Budget Funding Agreement.

On MOTION by Mr. Lentz and seconded by Mr. Scott Bullock, with all in favor, the Fiscal Year 2024/2025 Budget Funding Agreement, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Mr. Torres presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. He presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Lentz and seconded by Mr. Scott Bullock, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Designating Dates, Times and Locations for Regular Meetings of the Board of

109 Supervisors of the District for Fiscal Year
110 2024/2025 and Providing for an Effective
111 Date
112

113 This item was deferred.
114

115 **EIGHTH ORDER OF BUSINESS** Acceptance of Unaudited Financial
116 Statements as of July 31, 2024
117

118 On MOTION by Mr. Lentz and seconded by Mr. Scott Bullock, with all in favor,
119 the Unaudited Financial Statements as of July 31, 2024, were accepted.
120

121
122 **NINTH ORDER OF BUSINESS** Approval of June 3, 2024 Regular Meeting
123 Minutes
124

125 On MOTION by Mr. Lentz and seconded by Mr. Scott Bullock, with all in favor,
126 the June 3, 2024 Regular Meeting Minutes, as presented, were approved.
127

128
129 **TENTH ORDER OF BUSINESS** Staff Reports
130

- 131 A. District Counsel: Cobb Cole
- 132 B. District Engineer: Parker Mynchenberg & Associates, Inc
- 133 C. District Manager: Wrathell, Hunt and Associates, LLC

134 There were no Staff reports.

- 135 • NEXT MEETING DATE: TBD
- 136 ○ QUORUM CHECK

137
138 **ELEVENTH ORDER OF BUSINESS** Board Members' Comments/Requests
139

140 There were no Board Members' comments or requests.
141

142 **TWELFTH ORDER OF BUSINESS** Public Comments
143

144 No members of the public spoke.
145

146 THIRTEENTH ORDER OF BUSINESS

Adjournment

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**On MOTION by Mr. Lentz and seconded by Mr. Scott Bullock, with all in favor,
the meeting adjourned at 11:31 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES B

DRAFT

**MINUTES OF MEETING
TOMOKA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Tomoka North Community Development District was held on November 25, 2024, at 12:00 p.m., at the offices of Cobb Cole, One Daytona Blvd., Suite 600, Daytona Beach, Florida 32114.

Present:

Ernesto Torres District Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 12:00 p.m. No other Landowners, Landowner Representatives or Proxy Holders were present.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Torres served as Chair to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 3, 4 & 5]

Mr. Torres is the designated Proxy Holder for the Landowner TLO 11 Tomoka N LLC, who owns 176.60 acres, equating to 177 voting units. Mr. Torres is eligible to cast up to 177 votes per Seat.

A. Nominations

Mr. Torres nominated the following individuals:

Seat 3 Carl Lentz

Seat 4 Victoria Henige

Seat 5 No Nomination

No other nominations were made.

38 **B. Casting of Ballots**

39 **I. Determine Number of Voting Units Represented**

40 A total of 177 voting units were represented.

41 **II. Determine Number of Voting Units Assigned by Proxy**

42 All 177 voting units were assigned by proxy.

43 Mr. Torres cast the following votes:

44 Seat 3 Carl Lentz 75 Votes

45 Seat 4 Victoria Henige 100 Votes

46 No votes were cast for Seat 5.

47 **C. Ballot Tabulation and Results**

48 Mr. Torres reported the following ballot tabulation and results:

49 Seat 3 Carl Lentz 75 Votes

50 Seat 4 Victoria Henige 100 Votes

51 Seat 5 remains vacant.

52 **FIFTH ORDER OF BUSINESS** **Landowners' Questions/Comments**

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54 There were no Landowners' questions or comments.

55

56 **SIXTH ORDER OF BUSINESS** **Adjournment**

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58 There being nothing further to discuss, the meeting adjourned at 12:01 p.m.

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61 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair