

SALTMEADOWS

**COMMUNITY DEVELOPMENT
DISTRICT**

December 18, 2023

BOARD OF SUPERVISORS

**REGULAR MEETING AND
AUDIT COMMITTEE
MEETING AGENDA**

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Saltmeadows 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

December 11, 2023

Board of Supervisors
Saltmeadows Community Development District

Dear Board Members:

The Board of Supervisors of the Saltmeadows Community Development District will hold Regular Meeting and Audit Committee Meeting on December 18, 2023 at 12:00 p.m., at WRA Engineering, 7978 Cooper Creek Blvd., Suite 102, University Park, Florida 34201. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-01, Designating the Primary Administrative Office of the District and Providing an Effective Date
4. Consideration of Resolution 2024-02, Designating the Location of the Local District Records Office and Providing an Effective Date
5. Ratification of Envera Services Agreement
6. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent(s): ZNS Engineering
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
7. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
8. Review of Response to Request for Proposals (RFP) for Annual Audit Services
 - A. Affidavit of Publication
 - B. RFP Package
 - C. Respondents
 - I. Berger, Toombs, Elam, Gaines & Frank

ATTENDEES:

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

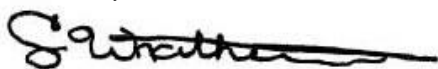
NOTE: Meeting Location

- II. Grau & Associates
 - D. Auditor Evaluation Matrix/Ranking
- 9. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting
- 10. Consider Recommendation of Audit Selection Committee
 - Award of Contract
- 11. Acceptance of Unaudited Financial Statements as of October 31, 2023
- 12. Approval of July 17, 2023 Public Hearings and Regular Meeting Minutes
- 13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *ZNS Engineering*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 19, 2024 at 12:00 PM
 - QUORUM CHECK
- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. Adjournment

SEAT 1	GARTH NOBLE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	CHRIS TORRES	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARTHA SCHIFFER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	MEGAN GERMINO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOHN KAKRIDAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,


 Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-01

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Saltmeadows 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 desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*.

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

- 1. PRIMARY ADMINISTRATIVE OFFICE.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
- 2. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of December, 2023.

ATTEST:

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-02

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

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

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

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ENVERA SERVICES AGREEMENT

"Client": Saltmeadows Community Development District

Agreement Date: 9/28/2023

"Community": Saltmeadows

Agreement Number: 00002972

"Premises": 13727 Richland Gulf Circle, Parrish, FL 34219

"Services": Active Video Surveillance; Access Control; Passive Video Surveillance

"Notices": To Envera: Envera Systems, 4171 W Hillsboro Blvd Ste 2, Coconut Creek, FL 33073, info@enverasystems.com

To Client: Saltmeadows Community Development District, C/O Wrathell, Hunt and Associates, LLC, 2300 Glades Rd Ste 410W, Boca Raton, FL 33431

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the Agreement Date by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

- 1 **SERVICES TO BE FURNISHED.** Envera will furnish the following services ("Services") to the Community for the property located at the Premises, as such services are selected above, and subject to the limitations and conditions set forth below in this Agreement:
 - 1.1 Virtual Gate Guard: Envera will install equipment on the Client's Premises to allow for the provision of Monitoring Services and if applicable the gates on the Premises and Database Services (as defined below) in accordance with the Service Level Commitment found at <https://enverasystems.com/servicelevel-v1/>.
 - 1.2 Guard Module Software: Envera will provide the Client with a software license to allow the Client's live guards to access the Security System. If this option is selected, the parties agree to be bound by all of the terms and conditions contained in the "Guard Module Software Agreement" located at <https://enverasystems.com/guardmodule-v1>.
 - 1.3 Active Video Surveillance: Envera will install cameras with advanced analytics or sensors to provide Monitoring Services to the Premises, and once sensors have been activated, Envera's remotely located operators will have the capability to see, hear, and speak to trespassers. Envera's operators use two way voice communications to request that the trespassers exit the area and will contact local authorities if necessary. Client expressly acknowledges and agrees that the scope of Envera's monitoring duties under this Agreement relate solely to responding to perimeter monitoring detection equipment as described in this agreement and that Envera is not providing twenty-four (24) hour monitoring for the Client's Premises.
 - 1.4 Passive Video Surveillance: Envera will install specialized cameras to record activity on the Premises and store video footage via a network video recorder, and will download requested videos and provide to the Client; active monitoring of video activity is not included.
 - 1.5 Access Control: Envera will install database technology which will be used to grant or deny access to gates and/or doors using PIN numbers, key cards, fobs, vehicle stickers, or bio-metric identifiers (to be specified by Client prior to installation), and will provide Database Services relating to same if selected by the Client.
 - 1.6 Alarm Monitoring: Envera will install an alarm monitoring system that may or may not utilize a two way speaker/microphone device to communicate with the Premises, and provide Monitoring Services of same. In the event an alarm signal is received by the central station, Envera will dispatch authorities as directed in the Client's post orders which the Client shall complete after the Agreement is executed.
 - 1.7 "Monitoring Services" shall mean remote central station monitoring of the motion sensors, alarm sensors, and if applicable the gates on the Premises.
 - 1.8 "Database Services" shall mean assisting the Community with updating the database of owners, residents, and authorized guests thereof in connection with Virtual Gate Guard Services and/or Access Control Services.
 - 1.9 "Repair and Maintenance Services" shall mean maintenance of, and repairs to, the Security System during the term of this Agreement, and shall only be provided if the Client elects to receive those services above. References in this Agreement to the "Security System" shall include all equipment that is installed to provide the Services, as reflected in Exhibit A.
 - 1.10 The Services shall consist only of the performance of the tasks expressly set forth in this Agreement. The Client can request specific post orders or additional requests of Envera; Envera will determine whether or not it can comply with such post orders and requests in its sole discretion, on the basis of its current policies and business practices. Any additional requests made by the Client and agreed to by Envera may entail added one-time or recurring costs that will be subject to Client approval prior to effecting any post orders or additional requests. No services will be considered added unless and until both parties have executed an addendum hereto. Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Security System. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for the failure of any of such transmissions. Envera assumes no liability for delays in the installation or interruptions of Service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of communication methods, and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method(s) utilized by the Security System. The Services do not include provision of utilities for the Security System. During the term of this Agreement, the Client agrees to exclusively use Envera for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity and an electrical connection for operation of the Security System. Envera shall order a primary dedicated internet line on the Client's behalf, with appropriate specifications, and Client agrees that invoices for the connection will be sent to the Client's address identified above. In the event that Virtual Gate Guard Services have been ordered, the Client shall provide a secondary hard-lined internet connection with static IP address and at least 3Mbps upload/download speed. In the event that a secondary hard-lined connection is not available in the Client's geographical area, the Client may contract with an approved wireless SIM router provider. The Client shall be responsible for payment of any fees relating to internet connections ordered hereunder. The Client understands that the performance of a wireless SIM connection is of variable quality. If Envera chooses to assist the Client in obtaining a backup internet connection to serve the Security System, Client further agrees to cooperate with Envera in Envera's effort to obtain such backup connection, and Client agrees that invoices for the backup connection will be sent to the Client's address identified above. In the event that primary and secondary lines fail, the gates at the Premises will, by default, remain in the open position until signal is restored.

2 TERM.

- 2.1 Following execution of this Agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Security System. The "Commencement Date" of this Agreement shall be the date on which Envera notifies Client that Client's Security System has been fully installed, including the initial preparation of the database using Client's information. If Client fails to provide the information required to produce the Client's database, the Commencement Date shall be the date on which Envera provides notice to Client that the Security System has been fully installed and Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information.
- 2.2 The Services to be furnished by Envera will be for a primary period (the "Primary Period") of thirty-six (36) months commencing on the Commencement Date.

2.3 After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.

3 TERMINATION.

- 3.1 Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 9 below.
- 3.2 Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- 3.3 Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 10 below.
- 3.4 Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.

4 COMPENSATION.

- 4.1 The Client agrees to pay Envera the following fees, which are set forth in the Description of Security System and Installation Fee attached as Exhibit "A" and the Schedule of Fees attached hereto as Exhibit "B" (collectively the "Service Rates"):
- 4.1.1 The Monitoring and Database Services Rates. The parties agree that, to the extent that Virtual Gate Guard Services have been ordered, the Monitoring and Database Service rates that are currently identified on Exhibit "B" are based on the Client's representation that the number of addresses listed are a true representation of existing addresses in the Community that will be registered with Envera. If a greater number of addresses is registered with Envera during the term of this Agreement, the Monitoring and Database Rates will increase by the per home per month price listed in Exhibit "B", with such increase to take place in the month following the registration.
- 4.1.2 The Service & Maintenance Plan Rates.
- 4.1.3 The Standard Rates, which apply when Client has declined to receive Repair and Maintenance Services, or is otherwise responsible for a repair. Please refer to <https://enverasystems.com/standardrates/> for Envera's current rates.
- 4.1.4 The Installation Fee.
- 4.1.5 Video Pull Fees. No fees are charged for video pulls relative to Virtual Gate Guard Services, Passive Video Surveillance Services or Active Video Surveillance Services, however one-time fees, as described at <https://enverasystems.com/video retrieval/>, are chargeable for any video pulls which are requested in a non-native format, or which require greater than one hour to locate.
- 4.1.6 Guard Module Software Fee. A monthly fee payable for the licensing of Envera's Guard Module Software.
- 4.1.7 Client acknowledges that sales tax at the applicable rate shall be payable in addition to the rates set forth on Exhibit "B", and Client agrees to pay those taxes, if any. In addition, the Client agrees to pay for all costs to apply for and obtain any permits required by any state or local agency or body relative to the installation of the Security System, along with costs relating to any bonds, surveys, drawings or site plan modifications for same.
- 4.2 Envera will deliver to Client an invoice at the beginning of each month for the Monitoring and Database Services Rates and Service & Maintenance Plan Rates for the following month, and for any Repair & Maintenance Services provided in the prior month. The invoice will be payable upon receipt by Client. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
- 4.3 The Service Rates shall increase automatically by 5% on each yearly anniversary of the Commencement Date. Each such change in the Service Rates shall be reflected on the Client's invoice for the month in which the Service Rate change occurs. Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect, which increase will be in addition to the automatic increase identified above.
- 4.4 Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the Services, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- 4.5 The Monitoring and Database Service Rate shall be abated during periods where Monitoring Services are not being provided to Client due to a defect in the Security System, but shall not be abated if Monitoring Services are not provided as a result of any failure of the electrical or internet communications system that services the Security System. Client shall receive a prorated credit for such abatement on the next monthly invoice for the period of time beginning when Client notifies Envera that the Security System is not functioning and ending when Envera has repaired or serviced the Security System to correct the reported defect such that the Monitoring Services are being provided to the Community. Client shall not receive a credit pursuant to this paragraph for (i) malfunctions in the Security System that are caused by an act or omission of Client or its residents or employees, or (ii) a defect in the Security System that does not result in a suspension of the Monitoring Services.

5 LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- 5.1 Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above, and further described in this Agreement. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Security System, if such obligation is set forth in this Agreement.
- 5.2 Envera is not the manufacturer of the Security System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Security System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this Agreement to the contrary, where Client purchases a Security System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date. Envera may comply with this obligation by repairing or replacing any defective, covered part with a new or functionally operative component, at its discretion, with such repair or replacement being Client's exclusive remedy for any loss or damage due to breach of the warranty set forth in this subparagraph 5.2.
- 5.3 If the Repair and Maintenance Services are ordered by Client, and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide Standard maintenance and repair services without additional charge to Client for the Primary Period of the Agreement. For the purposes of this Agreement, "Standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Security System. Should any of the equipment need to be serviced or replaced at any time during the Primary Period in connection with a Standard maintenance and repair service, Envera will not charge for labor or system parts and materials. During any Renewal Period, if the Client has elected to receive the Repair and Maintenance Services, any Standard Maintenance and Repair Services conducted by Envera shall be conducted without charge to the Client for Envera's labor, and with any replacement equipment, part, or third-party vendor costs charged to the Client without mark-up. In the event that the Client is receiving Virtual Gate Guard Services, Envera will repair or replace ground loops and related equipment during the 90 day period following the Commencement Date, provided that the ground loop and related equipment was installed by Envera. If the equipment was installed by an entity other than Envera, or the 90 day period has elapsed, Envera will charge the Standard Rates for labor relative to ground loops, and will pass through to the Client its actual cost for any parts, equipment, or third party invoice which is incurred for such repair or replacement. Trip charges may apply. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is Standard or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5.4 below. In the event that the Client has not elected to receive the Repair and Maintenance Services, it shall be charged Envera's Standard Rates.
- 5.4 Repairs to or replacement of the Security System or its components rendered necessary by any of the following events shall not be considered Standard and related costs shall be the responsibility of Client at the Standard Rates: accident; vandalism; flood; water; lightning; fire intrusion; abuse; misuse; an act of God; any casualty, including electricity; unauthorized repairs, modification or improper installation by the Client; or any other cause beyond the control of Envera, including interruption of electrical power, or internet service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.

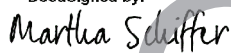
- 5.5 EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 5.2 HEREOF, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURITY SYSTEM (INCLUDING THE INSTALLATION THEREOF), AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. ENVERA DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE SECURITY SYSTEM.
- 5.6 It is understood and agreed by the parties hereto that Envera is providing a Security System and/or Services designed to reduce the risk of loss only; that Envera does not cause any of the adverse events that the Security System or the Services are meant to avert, and that Envera does not guarantee or warrant that no adverse events will occur during the term of the Agreement; that the payments provided for herein are based solely on the value of the Security System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses that may occur in cases of malfunction or nonfunction of any Security System provided by, or serviced by, Envera, that Envera is not liable for losses that may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance, and Client waives and releases Envera from any such damages, claims and losses; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase and maintain such insurance and Client shall look only to its insurer in the event of the occurrence of any adverse event that the Security System or the Services are meant to avert; that Envera offers several levels of protection and services; and that the Security System and/or Services described has been chosen by Client after considering the several levels of protection afforded by various systems and the related costs.
- 6 **INSTALLATION.** Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Security System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances. Client shall not make any modifications to the Security System without first obtaining the written approval of Envera. Client shall be responsible for all costs associated with the removal of any trees, and damage to control wiring, utility wiring or ducting, or other subterranean or hidden facilities that are damaged during installation.
- 7 **EQUIPMENT.** Client acknowledges that, if it is receiving Virtual Gate Guard Services, the Envera Kiosk System™ shall remain the property of Envera and that Client is only licensed to use such equipment during the term of this Agreement. The Client shall own the rest of the components of the Security System, however Envera will retain a security interest in such equipment until the Installation Fee has been paid. Envera may remove the Envera Kiosk System™ upon termination of the Agreement, without the obligation to repair or redecorate any portion of the Client's Premises, and the Client agrees to permit access for that purpose. Envera's removal of property shall not constitute a waiver of the right to collect any amounts that it is due.
- 8 **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Security System reasonably available to Client, which footage is typically retained by the network video recorder on the Client's Premises for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will: (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers.
- 9 **DEFAULT.**
- 9.1 Default by Client. Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 10 below.
- 9.2 Default by Envera. Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 10 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
- 10 **DAMAGES.**
- 10.1 NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 10.2 In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 9.1 above, Client shall pay to Envera one hundred percent (100%) of the balance due for Services for the remainder of the Primary Period or then-current Renewal Period (or, if the Primary Period has not yet commenced, 100% of the amount which would have been due for the Primary Period, had it commenced), as applicable (the "Liquidated Damages"), in addition to any other amounts then owing. Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement.
- 10.3 In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 9.2 above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4.1.1 above.
- 11 **INDEMNIFICATION.**
- 11.1 To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims, lawsuits, damages or losses asserted by third parties (the "Claims") that arise out of or relate to this Agreement. This provision shall apply to all claims whether based upon negligence (including Envera's negligence), whether active or passive, express or implied contract or warranty, contribution or indemnification, but the indemnification obligation shall not apply to Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Security System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.
- 11.2 Envera agrees to and shall indemnify, defend and hold harmless Client from and against Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Security System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party, or arising out of or relating to any alleged failure to provide Services. Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law.
- 12 **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the systems provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.

- 13 **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested, by facsimile; or by electronic mail to the parties, as set forth in the "Notices" section on the first page hereof. Change of address may be designated by appropriate notice similarly given to the other party herein.
- 14 **LIVE GUARD SERVICES.** In the event that Client retains any third-party live guard service, Envera shall have no responsibility for the actions of such live guard and shall not be obligated to provide the live guard access to the Security System. Client's indemnification obligations set forth in paragraph 11 above shall expressly extend to and include any and all Claims relating to actions or omissions of any live guard.
- 15 **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.
- 16 **MISCELLANEOUS.**
 - 16.1 In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals. Moreover, if Envera must take any action to collect any amounts owed hereunder it shall be entitled to its costs of collection, including attorney fees.
 - 16.2 This Agreement will be construed and enforced in accordance with Florida law.
 - 16.3 This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.
 - 16.4 If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
 - 16.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronic transmission and electronic signatures are acceptable to bind the parties.
 - 16.6 The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.
 - 16.7 If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.
 - 16.8 Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.
 - 16.9 This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.
 - 16.10 The Client agrees that Envera retains sole authority over the use of and access to the MyEnvera.com website, any database contained on that website, and any information that is uploaded to that website via any Envera mobile device application ("App"). The Client shall not restrict its residents' access to the MyEnvera.com website, or any Envera App, and shall not restrict a resident's ability to modify or update the information contained therein, including guest information. All information that is uploaded by the Client or any resident to the MyEnvera.com website, or by use of any Envera App (the "Database Information"), shall be the sole and exclusive property of Envera. Upon termination or expiration of this Agreement, Client shall not be entitled to view, copy or access the Database Information.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below, the last of which shall be the Agreement Date set forth on the first page hereof.

CLIENT:

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

DocuSigned by:

 Signature: _____
5B43C212430A422
 Martha Schiffer
 Name: _____
 Saltmeadows CDD Vice Chair
 Title: _____
 9/29/2023
 Date: _____


DocuSigned by:

 Signature: _____
6825348C4AEF47F...
 Addi Aloya
 Name: _____
 CEO
 Title: _____
 9/29/2023
 Date: _____

EXHIBIT "A" - DESCRIPTION OF SECURITY SYSTEM AND INSTALLATION FEE

Equipment installed under Agreement No. 2970.

Total Installation Fee: \$0.00

50% Installation Fee Due prior to Install of Security System: \$0.00

40% Installation Fee Due within 5 days of Envera advising Client that installation of the Security System has begun: \$0.00

Remaining Balance of Installation Fee Due within 5 days of Envera advising Client that installation of Security System is complete

COPY VIEW

EXHIBIT "B" - SCHEDULE OF FEES

Amenity - Active & Passive Video Surveillance

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
8	Actively Monitored Outdoor Camera	\$50.00	\$400.00
6	Passive Standard Camera	\$25.00	\$150.00
1	Service & Maintenance Plan	\$285.16	\$285.16
Amenity - Active & Passive Video Surveillance TOTAL:			\$835.16

Amenity - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Database Management	\$200.00	\$200.00
1	Service & Maintenance Plan	\$182.30	\$182.30
Amenity - Access Control TOTAL:			\$382.30

REPAIR & MAINTENANCE SERVICES: Monthly Service & Maintenance Plan Rates for standard services described in paragraphs 1 and 5 of the Agreement:
ACCEPTED

Total Monthly Service Rates: \$1,217.46

7.00% Sales Tax: \$85.22

Total Monthly Service Rates with Sales Tax: \$1,302.68

2 Month Pre-Payment Deposit Due: \$2,605.36

Certificate Of Completion

Envelope Id: 5A932B71E9AC4BF2B7B050D20C0F7E12	Status: Completed
Subject: Envera Documents for your DocuSign Signature - Saltmeadows CDD Amenity Agreement	
Vault With eOriginal: Yes	
SF Account Name: Saltmeadows CDD - Parrish	
SF Contract No.: 2972	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Crystal Clark
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4171 W Hillsboro Blvd Ste 2
	Coconut Creek, FL 33073
	cclark@enverasystems.com
	IP Address: 13.110.6.8

Record Tracking

Status: Original 9/28/2023 6:03:57 AM	Holder: Crystal Clark cclark@enverasystems.com	Location: DocuSign
Status: Authoritative Copy (1 of 1 documents) 9/29/2023 6:22:16 AM	Holder: Crystal Clark cclark@enverasystems.com	Location: DocuSign
Status: Receipt Confirmed 9/29/2023 6:23:04 AM	Holder: Crystal Clark cclark@enverasystems.com	Location: Envera Systems

Signer Events

Martha Schiffer
martha.schiffer@meritagehomes.com
Saltmeadows CDD Vice Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Martha Schiffer
5B43C212430A422...
Signature Adoption: Pre-selected Style
Using IP Address: 50.88.223.129
Signed using mobile

Timestamp

Sent: 9/28/2023 6:04:33 AM
Viewed: 9/29/2023 5:38:52 AM
Signed: 9/29/2023 5:40:34 AM

Electronic Record and Signature Disclosure:
Accepted: 9/29/2023 5:38:52 AM
ID: d7d21212-3453-4c1b-bc03-aeff09e974f7

Addi Aloya
aaloya@enverasystems.com
CEO
CEO
Security Level: Email, Account Authentication (None)

DocuSigned by:
Addi Aloya
6825348C4AEF47F...
Signature Adoption: Pre-selected Style
Using IP Address: 74.199.143.106

Sent: 9/29/2023 5:40:35 AM
Viewed: 9/29/2023 6:21:48 AM
Signed: 9/29/2023 6:22:15 AM

Electronic Record and Signature Disclosure:
Accepted: 9/29/2023 6:21:48 AM
ID: 2f6ee945-4b4e-4631-a563-1866cfff02c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Jeff Hiatt jhiatt@enverasystems.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 9/28/2023 6:04:33 AM Viewed: 9/29/2023 6:24:28 AM</p>
<p>Crystal Clark cclark@enverasystems.com Director of Sales Envera Systems Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 9/29/2023 5:40:36 AM Resent: 9/29/2023 6:22:18 AM</p>
<p>Nathan Varn nvarn@enverasystems.com VP Sales & Marketing Envera Systems Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 9/29/2023 5:40:36 AM Viewed: 9/29/2023 6:01:27 AM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/28/2023 6:04:33 AM
Certified Delivered	Security Checked	9/29/2023 6:21:48 AM
Signing Complete	Security Checked	9/29/2023 6:22:15 AM
Completed	Security Checked	9/29/2023 6:22:15 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Envera Systems (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Envera Systems:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cclark@enverasystems.com

To advise Envera Systems of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cclark@enverasystems.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Envera Systems

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cclark@enverasystems.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Envera Systems

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cclark@enverasystems.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
----------------------------	---------------------------

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Envera Systems as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Envera Systems during the course of my relationship with you.

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

6A



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
94886	298279	Print Legal Ad-PL013089540-PL01308954		\$184.72	2	65 L

Attention: Saltmeadows
Saltmeadows CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

gillyard@whhassociates.com

**REQUEST FOR QUALIFICATIONS FOR
ENGINEERING SERVICES
FOR THE SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Saltmeadows Community Development District ("District"), located in the Manatee 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 in Manatee County, Florida; e) 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 electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on July 28, 2023 by email to gillyard@whhassociates.com ("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 submission 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).

District Manager
IFL01308954
Jul 14 2023

THE STATE OF TEXAS COUNTY OF DALLAS

Before the undersigned authority personally appeared Crystal Trunick, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:

1 insertion(s) published on:
07/14/23

THE STATE OF FLORIDA COUNTY OF MANATEE

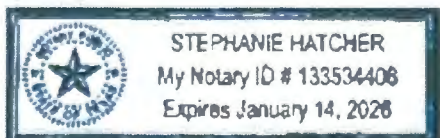
Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Crystal Trunick

Sworn to and subscribed before me this 14th day of July
in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in
Dallas County



Extra charges for notarizing digital documents
Legal document please do not destroy!

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

6B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Saltmeadows Community Development District ("**District**"), located in Manatee 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 in Manatee County, Florida; e) 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 electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on July 28, 2023 by email to gillyardd@whhassociates.com ("**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.

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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).

SALTMEADOWS 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.

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

6C

PROPOSAL

DISTRICT ENGINEERING SERVICES

FOR THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT



ZNS
ENGINEERING



PREPARED FOR:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

T: 941.748.8080

F: 941.748.3316

1023 Manatee Avenue West

7th Floor

BRADENTON FL 34208

TAB 01
LETTER OF INTEREST

Letter of Interest 01

TAB 2
STANDARD FORM 330

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TAB 6
BASIC APPROACH &
MANAGEMENT PLAN

Basic Approach/Management Plan.....25-27

TAB 7
STATE / LOCAL
REGULATIONS

State/Local Regulations.....28

TAB 01

LETTER OF INTEREST

LETTER OF INTRODUCTION

December 14, 2023

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Saltmeadows Community Development District

Thank you for this opportunity to submit to you the credentials of ZNS Engineering, L.C. for consideration to provide Professional Engineering Services for The Saltmeadows Community Development District. It is our commitment, should we be selected, to provide you with exceptional service, integrity, and quality in the successful implementation of all related projects. I will serve as your contact person and do have authority to enter into a contractual agreement.

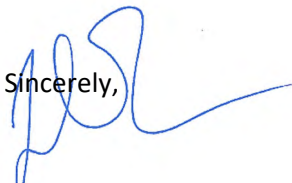
Jeb C. Mulock
ZNS Engineering, L.C.
President
1023 Manatee Ave. W.
7th Floor
Bradenton, FL 34205
PHONE: 941-748-8080
FAX: 941-748-3316
EMAIL: jebm@znseng.com

We believe that our team of qualified professionals assembled for this request will assure you of our commitment to providing the level of expertise that is expected of only the best. Our firm possesses an impeccable history for providing services to the surrounding region. It is our intent and promise to provide you with an unprecedented level of professional service and personal attention for the specific needs outlined in this request for proposal.

ZNS is certified to practice engineering per Florida Statutes 471 – Engineering and has seven (7) Professional Engineers (PE), two (2) Engineer Interns (EI), four (4) Professional Surveyors and Mappers (PSM), one (1) professional Land Planner, two (2) Registered Landscape Architects (RLA), One (1) Graduate Landscape Architect all with proven experience, making us well qualified to meet objectives and perform the tasks listed in this request.

We take great pride in being a part of the continued growth of our community and welcome the opportunity to work with The School District of Manatee County to accomplish that goal.

Sincerely,



Jeb C. Mulock

President

TAB 02

STANDARD FORM 330

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> Saltmeadows CDD (Parrish, FL)	
2. PUBLIC NOTICE DATE 12/14/2023	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE Jeb C. Mulock		
5. NAME OF FIRM ZNS Engineering, LC		
6. TELEPHONE NUMBER 941-748-8080	7. FAX NUMBER 941-748-3316	8. E-MAIL ADDRESS JebM@znseng.com

C. PROPOSED TEAM

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

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	✓			ZNS Engineering, LC <input type="checkbox"/> CHECK IF BRANCH OFFICE	1023 Manatee Avenue West 7th Floor Bradenton, FL 34205	Professional Engineer Project Manager President
b.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

Organizational Chart



Jeb C. Mullock, PE
President
Professional Engineer
Project Manager

ENGINEERING

SURVEY

LANDSCAPE

CONSTRUCTION



**Nathan Kragt,
P.E.**
Senior Vice
President



**Kavin Wilmott,
PSM**
Director of Survey



**Joseph Collins,
RLA**
Landscape
Architect



**Karen Wilson,
CPM, MBA**
Director of
Construction

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jeb C. Mulock, P.E.	13. ROLE IN THIS CONTRACT Project Manager / Professional Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 16
15. FIRM NAME AND LOCATION <i>(City and State)</i> ZNS Engineering, L.C. – Bradenton, Florida			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science in Civil Engineering, Water Resources University of South Florida, Tampa, FL Bachelor of Science in Business Administration, Marketing 1995 The Citadel		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer, FL No. 64692	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Florida Board of Professional Engineers (FBPE, Board Member), USF Chapter – Former CP, American Society of Civil Engineers (ASCE), Florida Engineering Society (FES), Foundation for Dreams, Kiwanis of Bradenton – Past President, Manatee County Children's Advisory Board (CSAB) 2009-2013, Manatee County Historical Commission 2009-2011			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
a.	Aviary CDD (Parrish, Florida)	Current	Current
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Check if project performed with current firm <input checked="" type="checkbox"/> <p>Serving as Project District Engineer for the Aviary CDD, the district of created for the purpose of financing and managing the acquisition and maintenance of certain infrastructure. The Development consist of 784 lots on 400 acres.</p>		
b.	Evergreen CDD – Bradenton, FL	Current	Current
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Check if project performed with current firm <input checked="" type="checkbox"/> <p>Serving as the District Engineer for the Evergreen CDD, the District was created for the purpose of financing and managing the acquisition and maintenance of certain public infrastructure of the development. The development consists of 1,108 units.</p>		
c.	Lakewood National Golf and Country Club - Bradenton, Florida	Current	Current
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Check if project performed with current firm <input checked="" type="checkbox"/> <p>Serving as Project Manager/Civil Engineer for Lakewood National Golf and Country Club; a residential subdivision consisting of a 2,000 units and Golf Course.</p>		
d.	Parrish Plantation – Parrish, Florida	Current	Current
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Check if project performed with current firm <input checked="" type="checkbox"/> <p>Serving as the District Engineer for the Parrish Plantation CDD, the District was created for the purpose of financing and managing the acquisition and maintenance of certain public infrastructure of the development.</p>		
e.	Silverleaf CDD – Parrish, Florida	Current	2022
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Check if project performed with current firm <input checked="" type="checkbox"/> <p>Serving as the District Engineer for the Silverleaf CDD, the District was created for the purpose of financing and managing the acquisition and maintenance of certain public infrastructure of the development. The development consists of 732 dwelling units on 308 acres.</p>		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Nathan Kragt	13. ROLE IN THIS CONTRACT Professional Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 18	b. WITH CURRENT FIRM 10

15. FIRM NAME AND LOCATION *(City and State)*
ZNS Engineering, L.C. Bradenton, Florida

16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science in Civil Engineering University of Central Florida, Orlando FL	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer, FL No. 69272
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
2015 Bradenton Area EDC, Board of Directors Member, American Society of Civil Engineers (ASCE), Bradenton Christian School Board (BSC)

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
a. Brookstone CDD Parrish, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serving as District Engineer for the Aviary CDD, the district was created for the purpose of financing and managing the acquisition and maintenance of certain infrastructure. The development consists of 1,080 lots on 444 acres.	Current	Current
<input checked="" type="checkbox"/> Check if project performed with current firm		
b. Willow Hammock CDD Palmetto, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as District Engineer for the Willow Hammock CDD, the district was created for the purpose of financing and managing the acquisition and maintenance of certain infrastructure. The development consists of 299 lots on 147 acres.	2021	2021
<input checked="" type="checkbox"/> Check if project performed with current firm		
c. Willows CDD Parrish, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serving as District Engineer for the Willows CDD, the district was created for the purpose of financing and managing the acquisition and maintenance of certain infrastructure. The development consists of 799 lots on 289 acres.	Current	Current
<input checked="" type="checkbox"/> Check if project performed with current firm		
d. Copperlefe Bradenton, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as the Project Manager for the construction of Copperlefe, a residential subdivision development consisting of 159 single-family, detached dwelling units.	2017	2017
<input checked="" type="checkbox"/> Check if project performed with current firm		
e. Covenant Way/Publix Bradenton, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as Project Manager for the construction of a commercial shopping center including 45,600 square feet for Publix, 9,800 square feet of retail space, 4 out parcels, utilities and roadways.	2018	2018
<input checked="" type="checkbox"/> Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Kavin Wilmott	13. ROLE IN THIS CONTRACT Director of Survey	14. YEARS EXPERIENCE	
		a. TOTAL 26	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION <i>(City and State)</i> ZNS Engineering, L.C. Bradenton, FL			
16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science Natural Resource Economics - University of Florida Associates in Arts - Miami Dade College Land Surveying Technology - University of Kingston, Jamaica		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Surveyor and Mapper, FL No. 6809	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> National Society of Professional Surveyors and Mappers, Florida Surveying and Mapping Society (past president 2015-16) (Treasurer 2011-15, current)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. Silverleaf Manatee County, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Provided Residential Lot Surveys for 753 Lot subdivision	2020	
	<input checked="" type="checkbox"/> Check if project performed with current firm	
b. Amberly Manatee County, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Provided residential Lot Surveys for 124 Lot subdivision	2020	
	<input checked="" type="checkbox"/> Check if project performed with current firm	
c. Whittlebury Manatee County, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Provided Residential Lot Surveys for 106 Lot subdivision	2020	
	<input checked="" type="checkbox"/> Check if project performed with current firm	
d. Riverside Preserve Manatee County, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Provided Residential Lot Surveys for 101 Lot subdivision	2020	
	<input checked="" type="checkbox"/> Check if project performed with current firm	
e. Ayou and As-built Surveys Various locations, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Computations to stakeout various job sites in preparation for construction. Once constructed he was responsible for creating As-built surveys for projects such as Vue/Westin Condominium & Hotel in Sarasota, Aria Condominium and Zota Hotel in Longboat Key, Wopodland Middle School in North Port and Bradenton Boat Club.	2009 & 2019	
	<input type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Joseph W.L. Collins	13. ROLE IN THIS CONTRACT Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION <i>(City and State)</i> ZNS Engineering, L.C. Bradenton, Florida			
16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science in Landscape Architecture, Bachelor of Science in Environmental Design, Minor in Construction Administration - North Dakota University Associate Degree in Architectural Drafting - West Virginia State College		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Landscape Architect Florida No. 6667401 Landscape Architect Minnesota No. 45731	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Hillsborough County CDD Board; Active, City of Bradenton Art Advisory Board, American Society of Landscape Architects, Urban Land Institute, Florida Chapter, States Practiced: Florida, Minnesota, Massachusetts			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
Publix Supermarket Sarasota, Florida	Current	Current
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Landscape Architect responsible for code minimum planting plan production. Planting design includes meeting Sarasota County tree removal & replacement calculations, perimeter screening buffers & adjacent neighborhood screening concerns. Site layout collaborated w/civil engineer team to meet corporation high percentage of Florida native plant species.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Scenic Highway Beautification City of Bradenton Beach, Florida	Current	Current
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Lead Landscape Architect responsible for a Highway Beautification Grant project. Proposed plant groupings, minimized airborne beach sand migrating onto adjacent Gulf Drive pavements. Assisted in calming beach traffic and enhancing pedestrian and bicycle circulation. Design proposed Florida native plant species that adapt to extreme heat beach conditions, seasonal drought and tolerant of high salt conditions.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Watermark Luxury Apartments Manatee County, FL	Current	Current
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Landscape Architect responsible for programming and planning for site amenities including a 2,500 sq ft entry pool, dog park, synthetic yoga lawn, peace garden, Allee and fire pit gathering spaces. Production of enhanced hardscape and planting plans including entry monument sign details, custom grill stations, pergola details, raised planter walls, synthetic turf areas, private puppy porch areas, furniture specifications and themed plant groupings.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Brixley/Warner Crossing Apartments Florida	Current	Current
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Landscape Architect responsible for code minimum planting plans and pool amenity enhancements. Permit plan production including tree removal and replacement calculations, perimeter screening buffers, parking area and building foundation plantings per county requirements. NGBS Silver Certification with Florida native plant species, low water use irrigation design and reuse of existing on-site materials. Planning and design for a 3,700 sq ft entry pool amenity.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Rye Ranch Residential Development Parrish, Florida	Current	Current
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Landscape Architect responsible for code minimum planting plan for a 538 lot single family residential development. Permit plan production including tree removal, tree protection and environmental impacts. Propose perimeter screening buffers & replacement tree calculations per county requirements and FDOT clear sight visibility calculations.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Karen Wilson	13. ROLE IN THIS CONTRACT Construction Manager	14. YEARS EXPERIENCE	
		a. TOTAL 35	b. WITH CURRENT FIRM 18

15. FIRM NAME AND LOCATION *(City and State)*
ZNS Engineering Bradenton, Florida

16. EDUCATION <i>(Degree and Specialization)</i> Master of Business Administration - International University of Phoenix, Phoenix, AZ	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Certified Project Manager, Local Agency Program (LAP) qualified, American Recover and Reinvestment Act (ARRA) qualified, National Association of Women in Construction, National Underground Utility Contractors Association, Out East Business Network.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
Nalanda Estates Palmetto, Florida	2018	2018
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as Construction Manager for the Nalanda Estates, a residential subdivision development consisting of 84 single family, detached and semi-detached dwelling units on a 29.53 acre site.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Copperlefe Bradenton, Florida	2017	2017
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as Construction Manager for the construction of a residential subdivision development containing 159 single family, detached dwelling units.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Villa Amalfi Sarasota, Florida	2016	2016
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Serving as Construction Manager for the construction of Riverside Preserve, a residential subdivision development consisting of 126 single family, detached dwelling units on a 44.50 acre site.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Del Tierra Bradenton, Florida	2015	2015
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Served as Construction Manager for the construction of a residential subdivision consisting of approximately 500 single family units.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Riverwind Bradenton, Florida	2015	2015
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Construction Manager responsible for reviewing construction documents., contractor bid submittals, material specification submittals, responding to contractor inquiries, coordinating and attending utility inspections and testing, coordinating information for plat submittals, and facilitating as-built documentation submittals to Manatee county for the construction of a 62 lot residential community on 39.71 acres along the Manatee River.	<input checked="" type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> Aviary CDD Parrish, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Current	CONSTRUCTION <i>(If applicable)</i> Current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Rowe Ventures	b. POINT OF CONTACT NAME Steve Cerven	c. POINT OF CONTACT TELEPHONE NUMBER (941) 737-4474
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Aviary CDD Project consists of the development of 784 lots located on 400 acres. ZNS Engineering is the District Engineer for Aviary CDD and also provided the civil design services for the project. Scope of services provided includes project management, civil design/engineering, permitting services, district engineering services, landscape design and surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME ZNS Engineering, L.C.	(2) FIRM LOCATION <i>(City and State)</i> Bradenton, Florida	(3) ROLE District Engineer / Project Manager / Professional Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Brookstone CDD Parrish, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Current	CONSTRUCTION <i>(If applicable)</i> Current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER D.R. Horton	b. POINT OF CONTACT NAME Angela Matthews	c. POINT OF CONTACT TELEPHONE NUMBER (813) 549-1841
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Brookstone CDD Project consists of the development of 1,080 lots located on 444 acres. ZNS Engineering is the District Engineer for Brookstone CDD and also provided the civil design services for the project. Scope of services provided includes project management, civil design/engineering, permitting services, district engineering services, landscape design and surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME ZNS Engineering, L.C.	(2) FIRM LOCATION <i>(City and State)</i> Bradenton, Florida	(3) ROLE District Engineer / Project Manager / Professional Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> Evergreen CDD Bradenton, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Current	CONSTRUCTION <i>(If applicable)</i> Current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER D.R. Horton	b. POINT OF CONTACT NAME Angela Matthews	c. POINT OF CONTACT TELEPHONE NUMBER (813) 549-1841
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Evergreen CDD Project consists of the development of 417 lots located on 140 acres. ZNS Engineering is the District Engineer for Evergreen CDD and also provided the civil design services for the project.

Scope of services provided includes project management, civil design/engineering, permitting services, district engineering services, landscape design and surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	ZNS Engineering, L.C.	Bradenton, Florida	District Engineer / Project Manager / Professional Engineer
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4				
21. TITLE AND LOCATION <i>(City and State)</i> Harrison Ranch CDD Parrish, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION <i>(If applicable)</i></td> </tr> <tr> <td>2018</td> <td>2018</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	2018	2018
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>					
2018	2018					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Pulte Homes	b. POINT OF CONTACT NAME Justin Leech	c. POINT OF CONTACT TELEPHONE NUMBER (813) 298-3146
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Harrison Ranch CDD Project consists of the development of 1,108 lots located on 955 acres. ZNS Engineering is the District Engineer for Harrison Ranch CDD and also provided the civil design services for the project. Scope of services provided includes project management, civil design/engineering, permitting services, district engineering services, landscape design and surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME ZNS Engineering, L.C.	(2) FIRM LOCATION <i>(City and State)</i> Bradenton, Florida	(3) ROLE District Engineer / Project Manager / Professional Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 5
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21. TITLE AND LOCATION <i>(City and State)</i> Lakewood National Golf & Country Club Bradenton, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Current	CONSTRUCTION <i>(if applicable)</i> Current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lennar Homes	b. POINT OF CONTACT NAME Terry Kirschner	c. POINT OF CONTACT TELEPHONE NUMBER (941) 567-6113
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Lakewood National Golf & Country Club Project consists of the development of a 2,000-unit resident subdivision and golf course. The Lakewood National project is relevant to Evergreen Community Development District as it is also a residential subdivision with numerous detached units and an amenity center. Scope of services provided includes project management, civil design/engineering, permitting services, district engineering services, landscape design and surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME ZNS Engineering, L.C.	(2) FIRM LOCATION <i>(City and State)</i> Bradenton, Florida	(3) ROLE Project Manager / Professional Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
6

21. TITLE AND LOCATION <i>(City and State)</i> Parrish Plantation CDD (Parrish, Florida)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Current	CONSTRUCTION <i>(if applicable)</i> Current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Homes by Westbay	b. POINT OF CONTACT NAME Tim Green	c. POINT OF CONTACT TELEPHONE NUMBER 813-695-0713
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Parrish Plantation CDD Project is located on 792 acres. ZNS Engineering is the District Engineer for the Parrish Plantation CDD and also provided the civil design services for the project. Scope of services provided includes project management, civil design/engineering, permitting services, district engineering services, landscape design and surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	ZNS Engineering, LC	Bradenton, FL	District Engineer / Project Manager / Professional Engineer
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION <i>(City and State)</i> Rye Ranch CDD Parrish, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Current	CONSTRUCTION <i>(If applicable)</i> Current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Rye Ranch, LLC	b. POINT OF CONTACT NAME Steve Cerven	c. POINT OF CONTACT TELEPHONE NUMBER (941) 737-4474
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Rye Ranch CDD Project consists of the development of 3,500 lots located on 1,368 acres. ZNS Engineering is the District Engineer for Rye Ranch CDD and also provided the civil design services for the project. Scope of services provided includes project management, civil design/engineering, permitting services, district engineering services, landscape design and surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME ZNS Engineering, L.C.	(2) FIRM LOCATION <i>(City and State)</i> Bradenton, Florida	(3) ROLE District Engineer / Project Manager / Professional Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION <i>(City and State)</i> Silverleaf CDD Parrish, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Neal Communities	b. POINT OF CONTACT NAME Mark Evans	c. POINT OF CONTACT TELEPHONE NUMBER (941) 328-1078
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Silverleaf CDD Project consists of the development of 732 lots located on 308 acres. ZNS Engineering is the District Engineer for Silverleaf CDD and also provided the civil design services for the project. Scope of services provided includes project management, civil design/engineering, permitting services, district engineering services, landscape design and surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME ZNS Engineering, L.C.	(2) FIRM LOCATION <i>(City and State)</i> Bradenton, Florida	(3) ROLE District Engineer / Project Manager / Professional Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION <i>(City and State)</i> Willow Hammock CDD Palmetto, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(if applicable)</i> 2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER D.R. Horton	b. POINT OF CONTACT NAME Angela Matthews	c. POINT OF CONTACT TELEPHONE NUMBER (813) 549-1841
---------------------------------	---	--

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

The Willow Hammock CDD Project consists of the development of 299 lots located on 147 acres. ZNS Engineering is the District Engineer for Willow Hammock CDD and also provided the civil design services for the project. Scope of services provided includes project management, civil design/engineering, permitting services, district engineering services, landscape design and surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME ZNS Engineering, L.C.	(2) FIRM LOCATION <i>(City and State)</i> Bradenton, Florida	(3) ROLE District Engineer / Project Manager / Professional Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION <i>(City and State)</i> Willows CDD Palmetto, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Current	CONSTRUCTION <i>(if applicable)</i> Current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER D.R. Horton	b. POINT OF CONTACT NAME Angela Matthews	c. POINT OF CONTACT TELEPHONE NUMBER (813) 549-1841
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Willows CDD Project consists of the development of 1,108 lots located on 955 acres. ZNS Engineering is the District Engineer for Willows CDD and also provided the civil design services for the project. Scope of services provided includes project management, civil design/engineering, permitting services, district engineering services, landscape design and surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME ZNS Engineering, L.C.	(2) FIRM LOCATION <i>(City and State)</i> Bradenton, Florida	(3) ROLE District Engineer / Project Manager / Professional Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

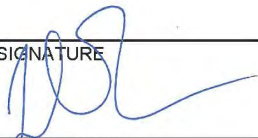
30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

No Additional information was requested by the agency.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

12/14/2023

33. NAME AND TITLE

Jeb C. Mulock, PE, President

TAB 03

ABILITY OF PERSONNEL



Our team members all have a drive to positively impact where people live and serve our clients from each project's inception through the completion of construction. Since 1976, we have earned a reputation of effectively understanding our clients' needs, applying the best methods to meet their goals and then sharpening our focus further until the job is finished. We stand out in our field because we not only offer industry expertise, but we also take extra steps to advocate and construct solutions for our clients

Please refer to our employee resumes on pages 04-09 for further details about our professional staff.

TAB 04

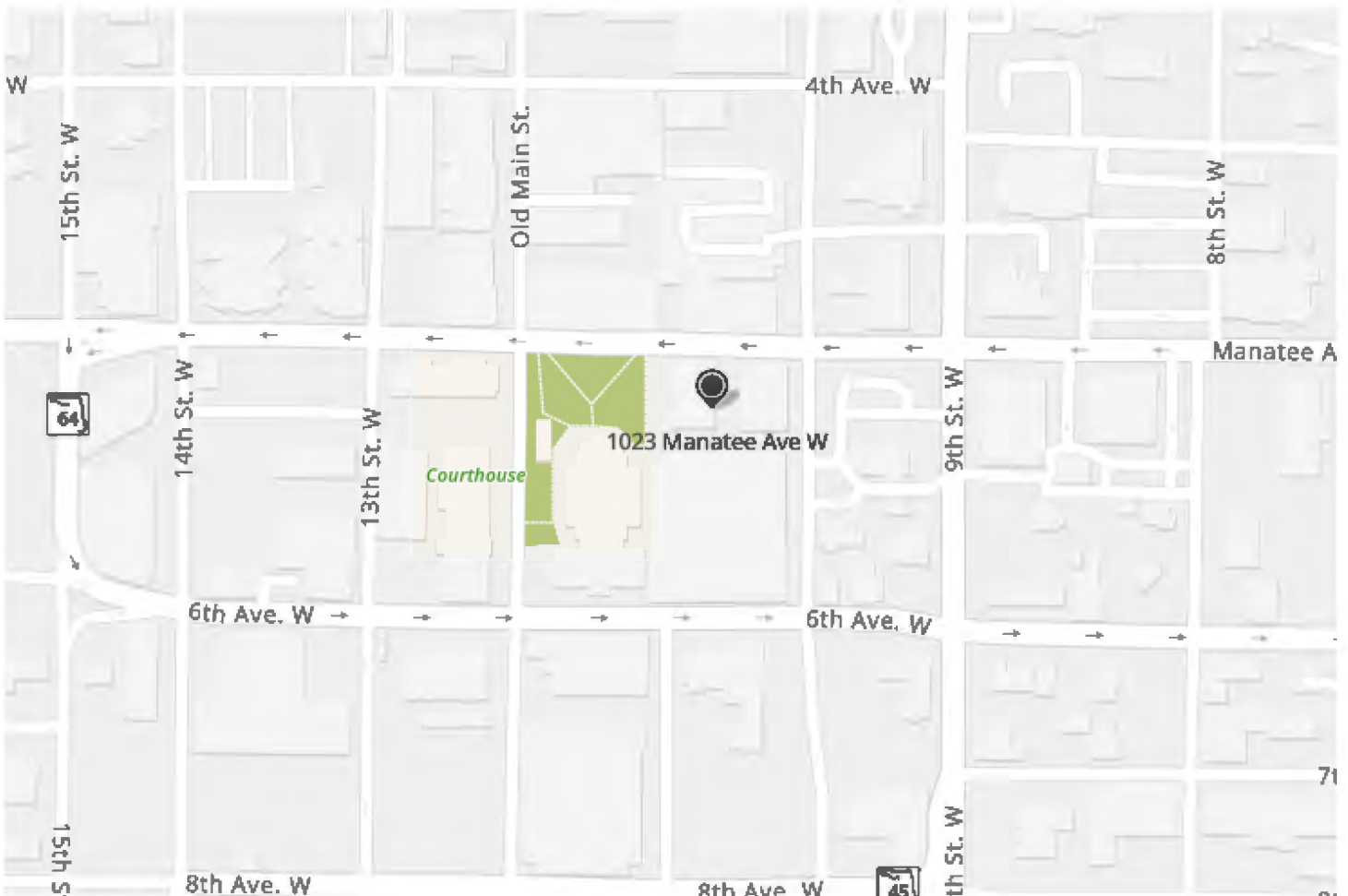
WORKLOAD & LOCATION

Workload Statement

ZNS Engineering is committed to providing high quality service to our clients in a timely manner. In order to achieve this goal, our workload is managed in such a way as to follow flexibility, without sacrificing punctuality in regard to project milestones or deadlines. Work in progress currently accounts for approximately 70% of our capacity, It is our commitment in responding to this Request for Qualifications that we will complete any and all work requested of us within the appropriate timeframes, should we be selected.

Location

Our office is located at 1023 Manatee Avenue West, 7th Floor, Bradenton, FL 34208



TAB 05

**CERTIFIED MINORITY
STATUS**

Certified Minority Business Statement

ZNS Engineering, L.C does not hold a certified minority business enterprise status.

TAB 06

**BASIC APPROACH &
MANAGEMENT PLAN**

Basic Approach and Management Plan

ZNS understands that a successful project is contingent on a proactive and collaborative approach to all phases of a project. Communication, technical capabilities and responsiveness will lead to fewer errors, delays and unanticipated conditions. The process starts with the development of a seamless management team including civil designers, construction management services, surveyors, environmentalists and project managers.

TEAM APPROACH

Engagement Planning - At the beginning of the project, ZNS will meet with the project team and project managers to provide a written engagement plan. This plan will establish the following:

- Project schedule
- Project budget
- Client expectations in regard to project progression
- Unacceptable scenarios or methods
- Protocol for handling changes in project scope
- The role of each of the involved parties
- Expectations of the client
- Invoice and collection protocol

In addition, this meeting will provide an opportunity to clarify any questions or issues and identify and discuss all post developed, governmentally enforced monitoring that will be required of the client.

Develop Team Contact List - ZNS will provide to the project team and client an overall project team list for all (ZNS) Project Team members including external team members. This list will be updated and re-circulated on an as-needed basis. The client's preferred communication and contact methods will also be established.

Team File Sharing System - ZNS will make available any project files that the client or team members may wish to view through our Newforma file sharing software. This will allow the client and team members access to the project files at any time and from anywhere.

Project Updates - ZNS shall provide monthly project updates. These updates will outline the progress on each proposal scope of service and will aid the clients in tracking the project progress. Please note that the updates will be submitted electronically unless otherwise requested. These project updates will be specifically tailored toward the client's specific needs.

PRE-DESIGN SURVEY PLAN

With in-house survey services, we will work closely with our field crews to survey all necessary information for the start of the preliminary analysis and plans. As a standard procedure to obtaining a pre-design survey, our project team will all be asked to visit the site(s) and mark-up a plan or image of all items they need surveyed. Our project manager will coordinate the efforts and will pass along mark-ups to the survey crew chief at a coordinated pre-survey meeting. At that meeting, our project manager, client and crew chief will lay out a strategy for obtaining all of the necessary pre-design information.

All as-builts will be coordinated closely by our in-house construction services department, survey department, project manager and the contractor. During the preconstruction meeting a list of survey staff contact information as well as a detailed as-built execution plan will be given to the contractor. The as-built execution plan will be job specific and list items such as the survey staff's noticing requirements, construction stages at which they will perform certain as-built services and all of County requirements for how as-builts are to be produced.

ENGINEERING PLAN

Engineering Management Plan Development – ZNS shall provide monthly project updates. These updates will outline the progress on each proposal scope of service and will aid the clients in tracking the project progress. Please note that the updates will be submitted electronically unless otherwise requested. The project updates will be specifically tailored toward the client’s specific needs.

Public Coordination - At ZNS, we have fully embraced public involvement in all of our projects. ZNS staff will attend and participate in all public format meetings as well as actively log, track and follow up on all concerns voiced by the public. On a weekly basis a ZNS project manager will review the ongoing tracking list of public concerns regarding engineering issues, and follow up with the project team to determine if those concerns are being addressed. We fully understand the co-relation between successful public involvement and the success of a project.

Engineering Management Plan Review - At ZNS, we believe that the process begins with a thorough review of the master plans by the project team and client. This review can often identify potential issues and serves as another quality control opportunity prior to commencement of construction. Plan conflicts lead to confusion, delays, and ultimately extra costs to the owner. Eliminating confusion will have positive results on the overall project costs and timeline. The review may also identify opportunities for value engineering the project to reduce cost while maintaining quality.

Design and Engineering - Once the phases of the project have been determined, ZNS will immediately start the design and engineering portion of the project. Throughout the process, ZNS will continue to give updates on the progress to the project team and clients. There will be constant coordination with the team and all correspondence will be logged/tracked in order for continual follow up on any issues or concerns that arise.

Quality Control (Design and Production) - Quality control is not an afterthought or a euphemism for simple document checking. A periodic quality assurance review of project documents is an integral part of our quality control program. We are constantly reviewing our procedures to re-examine where and how efficiencies can be achieved. By standardizing data and cataloging it in a centralized system, we have streamlined many repetitive work tasks which, in turn, have improved accuracy and consistency while reducing time expended.

CONSTRUCTION PLANS AND SPECIFICATIONS

Construction Plans - During all phases of construction plan production (30%, 60%, 90% & 100%), the plans will be transmitted to the client and their staff to be reviewed and approved prior to further plan development. Our project manager will coordinate during the engagement planning meeting what the client’s required review time and number of sets will be. All reports and plans will be placed on our exchange server for all of the project team to review and use as necessary.

Specifications - The project team will be responsible for producing specifications for each of their individual tasks. This effort will be coordinated by our project manager(s). The format and verbiage (City or other) used in the specifications will be determined at the engagement planning meeting as outlined above.

LOCAL, STATE AND FEDERAL PERMITTING PLAN

At ZNS, we have worked extensively at building quality professional relationships with all review agencies and will utilize those relationships to accurately and expeditiously acquire all the required permits.

Pre-Application Due Diligence - At ZNS, we believe in working with the agencies at the earliest possible point in the project's development. Therefore, we will pursue pre-application meetings with all agencies. If during the conceptual plan phase there are design concerns that can only be resolved by the review agencies, then we will pursue an earlier meeting.

Agency Submittals - The project team leaders and clients will be included in the chain of communication on all agency submittals and received responses (RFIs). If challenges arise during the process, we will work directly with the reviewers in order to resolve all issues in the most expeditious manner, but always holding to the City's best interests when possible.

Approvals - After all permits are received, copies (both electronic and paper) will be distributed to all necessary project team leaders and the client.

CONSTRUCTION ENGINEERING SERVICES

ZNS Engineering, L.C. offers construction administration services including cost estimates for budgeting and bidding at the pre-construction phase, project coordination during construction, and post-construction maintenance in regard to permitting responsibilities for installed systems.

During construction, ZNS provides a wide scope of construction services including site inspections for progress documentation, scheduling and coordinating testing with governmental review agencies, and reviewing shop drawings. ZNS prides itself on its ability to work with jurisdictional agencies and facilitate the resolution of any unforeseen issues.

As a project nears completion, ZNS assists the client in obtaining final approval from respective reviewing agencies and provides necessary documentation to transfer infrastructure for operation and maintenance to the governing entity.

This will typically include the review and certification of as-built surveys prepared by the construction stake-out surveyor of record. In most cases the contractor will hire ZNS to provide construction surveying and thus the coordination process is seamless. ZNS has also worked with many other surveyors of record to coordinate as-built drawing preparation, review and certification.

In addition, ZNS construction engineering services include both bond tracking and bond release certification (if necessary). Bond related inspections and certifications are also provided. We also offer follow-up services relating to ownership and maintenance requirements. This includes notification, tracking, and inspections for compliance, and certification to the local and state agencies are offered.

A project is not complete until fully certified and accepted by the City. Our dedicated in-house construction engineering department will follow through until the project is complete.

TAB 07

**STATE AND LOCAL
REGULATIONS**

Experience with State and Local Permitting

Once designed, every project requires permitting through a variety of jurisdictional agencies. The permitting process varies with each project, depending on project location and jurisdictions involved, and is identified during the early planning stages for each project. The typical jurisdictions include the local municipalities (County/City); the State Agencies (Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation, Department of State Division of Historical Resources, Florida Fish and Wildlife Conservation Commission); and the Federal Agencies (United States Army Corps of Engineers, Federal Emergency Management Agency).

ZNS Engineering provides the expertise, experience and coordination to navigate each project through this process.

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

6D

**Saltmeadows 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
<i>weight factor</i>	25	25	20	15	5	5	5	100
NAME OF RESPONDENT								
1 ZNS Engineering								

Board Member's Signature

Date

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

8A



The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald-Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macon
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
94886	496773	Print Legal Ad-IPL01506010 - IPL0150601		\$96.39	1	58 L

Attention: Saltmeadows
 Saltmeadows CDD
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

gillyardd@whhassociates.com

**SALTMEADOWS COMMUNITY
 DEVELOPMENT DISTRICT
 REQUEST FOR PROPOSALS
 FOR ANNUAL AUDIT SERVICES**

The Saltmeadows 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, 2023, 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 Manatee County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

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 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, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Saltmeadows Community Development District." Proposals must be received by 12:00 p.m., on December 13, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager
 IPL0150601
 Dec 5 2023

**THE STATE OF TEXAS
 COUNTY OF DALLAS**

Before the undersigned authority personally appeared Crystal Trunick, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:
 1 insertion(s) published on:
 12/05/23

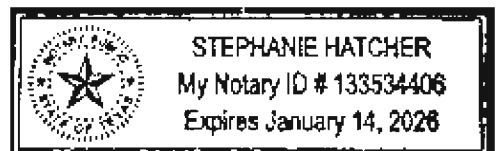
**THE STATE OF FLORIDA
 COUNTY OF MANATEE**

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 5th day of December in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

8B

**SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Saltmeadows 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, 2023, 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 Manatee County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

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 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, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Saltmeadows Community Development District." Proposals must be received by 12:00 p.m. on December 13, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2023

Manatee County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **December 13, 2023** at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 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 (1) 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 – Saltmeadows 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.

**SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

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

2. Proposer's Experience. (20 Points)

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

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

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

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

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

5. Price. (20 Points)***

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

Total (100 Points)

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

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

8C1

**SALTMEADOWS
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:

December 1, 2023

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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

December 13, 2023

Saltmeadows 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 Saltmeadows 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 Saltmeadows 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

Saltmeadows Community Development District
December 13, 2023

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 Saltmeadows 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 Saltmeadows 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 \$5,225 for the year ended September 30, 2023. In addition, if a bond issuance occurs in the fiscal year ended September 30, 2023, the fee for our audit services will be \$6,500. The fee is contingent upon the financial records and accounting systems of Saltmeadows 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 Saltmeadows Community Development District as of September 30, 2023. 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 – 44 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 – 36 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 – 13 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 – 33 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
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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 – 11 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 – 9 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 – 8 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 – 7 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 – 9 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

Sean Stanton, CPA

Staff Accountant – 5 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

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

Commitment to Quality Service

Personnel Qualifications and Experience
--

Tifanee Terrell

Staff Accountant – 3 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.
- ◆ Ms. Terrell is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Dylan Dixon

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. 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

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

Jordan Wood

Staff Accountant – 1 year

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

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

Continuing Professional Education

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood 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

Katie Gifford

Staff Accountant

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

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.



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)



**SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

District Auditing Services for Fiscal Year 2023
Manatee County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than December 13, 2023, at 12:00 p.m., at the offices of the 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 – Saltmeadows 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.

**SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

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

2. Proposer's Experience. (20 Points)

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

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

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

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

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

5. Price. (20 Points)***

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

Total (100 Points)

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

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

8C11



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

SALTMeadOWS

Community Development District

Proposal Due: December 13, 2023
12:00PM

Submitted to:

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

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
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

December 13, 2023

Saltmeadows 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, 2023, with an option for four additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Saltmeadows 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.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client 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



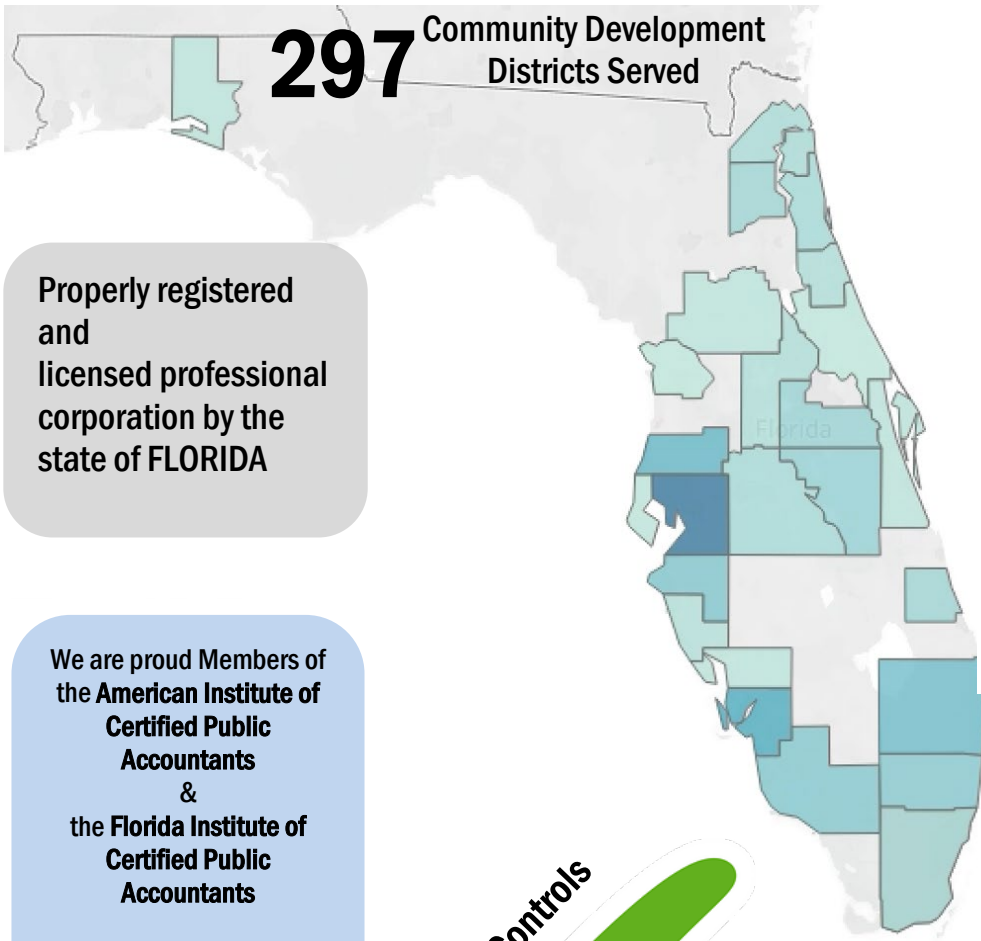
3 Partners
10 Professional Staff
2 Administrative Professionals



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

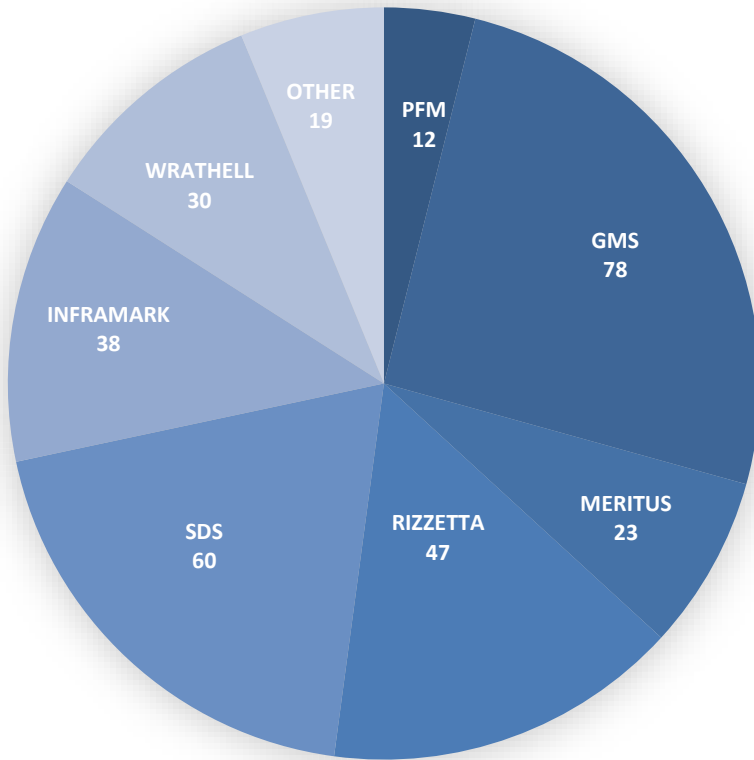
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org

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.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



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 Lauderhill GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

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

Professional Associations

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

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

Dunes Community Development District

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

Two Creeks Community Development District

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

Journey's End Community Development District

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

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

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

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

Proposed segmentation of the engagement

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



Phase I - Preliminary Planning

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

During this phase we will perform the following activities:

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

Phase II – Execution of Audit Plan

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

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

Phase III - Completion and Delivery

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

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

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

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

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

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

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

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

Is the recommendation cost effective?

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

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

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

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

Communications

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

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

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2027 are as follows:

Year Ended September 30,	Fee
2023	\$4,000
2024	\$4,100
2025	\$4,200
2026	\$4,300
2027	<u>\$4,400</u>
TOTAL (2023-2027)	<u>\$21,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional 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 Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation 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
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-Dade Venture Development District	✓			✓	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
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	332	5	3	327	

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 **Saltmeadows 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.**

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

8D

SALTMEADOWS 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						
Grau & Associates						

NOTES:

Completed by: _____
Board Member's Signature

Date: _____

Printed Name of Board Member

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2023**

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2023**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 6,285	\$ -	\$ -	\$ 6,285
Investments				
Revenue	-	7,661	-	7,661
Reserve	-	206,725	-	206,725
Interest	-	1,743	-	1,743
Construction	-	-	29,964	29,964
Undeposited funds	18,477	162,394	-	180,871
Due from Landowner	2,219	-	-	2,219
Total assets	<u>\$ 26,981</u>	<u>\$ 378,523</u>	<u>\$ 29,964</u>	<u>\$ 435,468</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 6,968	\$ -	\$ -	\$ 6,968
Accounts payable- year end	21,502	-	-	21,502
Contracts payable	-	-	16,195	16,195
Due to other	257	-	-	257
Due to Landowner	202	-	-	202
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>34,929</u>	<u>-</u>	<u>16,195</u>	<u>51,124</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	2,219	-	-	2,219
Total deferred inflows of resources	<u>2,219</u>	<u>-</u>	<u>-</u>	<u>2,219</u>
Fund balances:				
Restricted for:				
Debt service	-	378,523	-	378,523
Capital projects	-	-	13,769	13,769
Unassigned	(10,167)	-	-	(10,167)
Total fund balances	<u>(10,167)</u>	<u>378,523</u>	<u>13,769</u>	<u>382,125</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 26,981</u>	<u>\$ 378,523</u>	<u>\$ 29,964</u>	<u>\$ 435,468</u>

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 440,698	0%
Assessment levy: off-roll	-	-	107,712	0%
Landowner contribution	34,255	34,255	336,294	10%
Total revenues	<u>34,255</u>	<u>34,255</u>	<u>884,704</u>	4%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	4,000	48,000	8%
Legal	-	-	25,000	0%
Engineering	-	-	15,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	83	1,000	8%
Trustee	-	-	5,500	0%
Telephone	16	16	200	8%
Postage	-	-	250	0%
Printing & binding	42	42	500	8%
Legal advertising	-	-	1,500	0%
Annual special district fee	175	175	175	100%
Insurance	5,200	5,200	5,500	95%
Meeting room rental	-	-	1,650	0%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>9,516</u>	<u>9,516</u>	<u>111,940</u>	9%

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations				
Property management	3,366	3,366	40,392	8%
Insurance	3,916	3,916	30,000	13%
Landscape maintenance	-	-	250,000	0%
andscape replacment/extras	-	-	20,000	0%
irrigation repair	-	-	5,000	0%
Pond maintenance	1,306	1,306	16,000	8%
Wetland monitoring	-	-	8,000	0%
Annual exotic plant removal	-	-	5,000	0%
Lights, sighs & fences	-	-	5,000	0%
Pressure washing	-	-	25,000	0%
Streets & sidewalks	-	-	2,500	0%
Misc. repairs and replacements	-	-	10,000	0%
holiday lights	-	-	5,000	0%
O&M accounting	-	-	6,000	0%
Utilities				
Electricity	-	-	18,000	0%
Water (reclaimed)	-	-	75,000	0%
Streetlights	-	-	50,000	0%
Pool maintenance	-	-	8,000	0%
Amenity center R&M	-	-	3,500	0%
Court maintenance	-	-	10,000	0%
Tot lot maintenance	-	-	5,000	0%
Janitorial	-	-	30,000	0%
Access control/monitoring	-	-	20,000	0%
Gym equipment lease	-	-	40,000	0%
Gym equipment repairs	-	-	2,500	0%
Potable water	-	-	1,500	0%
Telephone - pool/clubhouse	-	-	1,200	0%
Electricity - amenity	-	-	5,000	0%
Internet	-	-	2,000	0%
Alarm monitoring	-	-	7,000	0%
Total field operations	<u>8,588</u>	<u>8,588</u>	<u>706,592</u>	1%
Other fees & charges				
Tax collector	-	-	13,772	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>13,772</u>	0%
Total expenditures	<u>18,104</u>	<u>18,104</u>	<u>832,304</u>	2%
Excess/(deficiency) of revenues over/(under) expenditures	16,151	16,151	52,400	
Fund balances - beginning	<u>(26,318)</u>	<u>(26,318)</u>	-	
Fund balances - ending	<u><u>\$ (10,167)</u></u>	<u><u>\$ (10,167)</u></u>	<u><u>\$ 52,400</u></u>	

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES SERIES 2022
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	-	-	\$ 393,765	0%
Assessment levy: off-roll	-	-	31,991	0%
Interest and miscellaneous	\$ 873	\$ 873	-	N/A
Total revenues	<u>873</u>	<u>873</u>	<u>425,756</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	90,000	0%
Interest	-	-	324,788	0%
Total debt service	<u>-</u>	<u>-</u>	<u>414,788</u>	0%
Other fees & charges				
Tax collector	-	-	12,305	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>12,305</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>427,093</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	873	873	(1,337)	
Fund balances - beginning	<u>377,650</u>	<u>377,650</u>	<u>368,593</u>	
Fund balances - ending	<u>\$ 378,523</u>	<u>\$ 378,523</u>	<u>\$ 367,256</u>	

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 121	\$ 121
Total revenues	121	121
EXPENDITURES		
Construction costs	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	121	121
Fund balances - beginning	13,648	13,648
Fund balances - ending	\$ 13,769	\$ 13,769

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Saltmeadows Community Development District held Public Hearings and a Regular Meeting on July 17, 2023 at 12:00 p.m., at the Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area, 8305 Tourist Center Drive, Sarasota, Florida 34201.

Present at the meeting were:

Garth Noble	Chair
Chris Torres	Vice Chair
Martha Schiffer	Assistant Secretary
John Kakridas	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Jonathan Johnson (via telephone)	District Counsel
Megan Germino	Supervisor-Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 12:10 p.m. Supervisors Torres, Schiffer and Kakridas were present. Supervisor Germino was not present at roll call. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 4

Ms. Schiffer nominated Ms. Megan Germino to fill Seat 4.
No other nominations were made.

On MOTION by Ms. Schiffer and seconded by Mr. Kakridas, with all in favor, the appointment of Ms. Megan Germino to fill Seat 4, was approved.

- **Administration of Oath of Office to Appointed Supervisor (the following will be provided in a separate package)**

41 Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of
42 Office to Ms. Germino. She provided and briefly described the following:

- 43 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 44 **B. Membership, Obligations and Responsibilities**
- 45 **C. Financial Disclosure Forms**
 - 46 **I. Form 1: Statement of Financial Interests**
 - 47 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 48 **III. Form 1F: Final Statement of Financial Interests**
- 49 **D. Form 8B: Memorandum of Voting Conflict**

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51 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2023-04,**
 52 **Designating Certain Officers of the District,**
 53 **and Providing for an Effective Date**
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55 Ms. Suit presented Resolution 2023-04. Ms. Schiffer nominated the following slate:

56	Garth Noble	Chair
57	Martha Schiffer	Vice Chair
58	Chris Torres	Assistant Secretary
59	John Kakridas	Assistant Secretary
60	Megan Germino	Assistant Secretary
61	Kristen Suit	Assistant Secretary

62 No other nominations were made. Prior appointments by the Board for Secretary,
63 Treasurer and Assistant Treasurer remain unaffected by this Resolution.

64 **Mr. Noble arrived at the meeting.**

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66 **On MOTION by Ms. Schiffer and seconded by Mr. Torres, with all in favor,**
 67 **Resolution 2023-04, Designating Certain Officers of the District, as nominated,**
 68 **and Providing for an Effective Date, was adopted.**

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71 **FIFTH ORDER OF BUSINESS** **Public Hearing on Adoption of Fiscal Year**
 72 **2023/2024 Budget**

- 73 **A. Proof/Affidavit of Publication**
- 74 **B. Consideration of Resolution 2023-08, Adopting a Budget for the Fiscal Year Beginning**
 75 **October 1, 2023, and Ending September 30, 2024; and Providing an Effective Date**

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On MOTION by Ms. Schiffer and seconded by Mr. Torres, with all in favor, the Public Hearing was opened.

Ms. Suit presented Resolution 2023-08 and reviewed the proposed Fiscal Year 2024 budget. No changes were made to the budget since it was last presented. Regarding Mailed Notices, Ms. Suit stated they must be mailed 20 days prior to the public hearing.

No members of the public spoke.

On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Schiffer and seconded by Mr. Kakridas, with all in favor, Resolution 2023-08, Adopting a Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2023/2024, Pursuant to Florida Law

- A. Proof/Affidavit of Publication**
- B. Mailed Notice(s) to Property Owners**
- C. Consideration of Resolution 2023-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

On MOTION by Ms. Schiffer and seconded by Mr. Torres, with all in favor, the Public Hearing was opened.

No members of the public spoke.

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On MOTION by Mr. Noble and seconded by Ms. Germino, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Torres and seconded by Ms. Schiffer, with all in favor, Resolution 2023-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Fiscal Year 2023/2024 Budget Funding Agreement

Ms. Suit presented the Fiscal Year 2023/2024 Budget Funding Agreement.

On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the Fiscal Year 2023/2024 Budget Funding Agreement, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2023-03, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

This item was deferred.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2023-11, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date

Ms. Suit presented Resolution 2023-11. This is necessary to add the Debt Service fund.

On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, Resolution 2023-11, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date, was adopted.

157 TENTH ORDER OF BUSINESS
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Acceptance of Unaudited Financial
Statements as of May 31, 2023

161 On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the
162 Unaudited Financial Statements as of May 31, 2023, were accepted.

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165 ELEVENTH ORDER OF BUSINESS

Approval of May 15, 2023 Regular Meeting
Minutes

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169 On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
170 the May 15, 2023 Regular Meeting Minutes, as presented, were approved.

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173 TWELFTH ORDER OF BUSINESS

Staff Reports

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- 175 A. District Counsel: Kutak Rock LLP
- 176 B. District Engineer (Interim): ZNS Engineering
- 177 There were no District Counsel or District Engineer reports.
- 178 C. District Manager: Wrathell, Hunt and Associates, LLC
- 179 • 0 Registered Voters in District as of April 15, 2023
- 180 • NEXT MEETING DATE: August 21, 2023 at 12:00 PM
- 181 ○ QUORUM CHECK

182 The August meeting will be cancelled.

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184 THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

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186 Discussion ensued regarding quorums.

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188 FOURTEENTH ORDER OF BUSINESS

Public Comments

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190 No members of the public spoke.

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192 FIFTEENTH ORDER OF BUSINESS

Adjournment

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195 On MOTION by Mr. Noble and seconded by Mr. Torres, with all in favor, the
196 meeting adjourned at 12:27 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

*Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area
8305 Tourist Center Dr, Sarasota, Florida 34201*

¹WRA Engineering, 7978 Cooper Creek Blvd., Suite 102, University Park, Florida 34201

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2023 CANCELED	Regular Meeting	12:00 PM
November 20, 2023 CANCELED	Regular Meeting	12:00 PM
December 18, 2023¹	Regular Meeting	12:00 PM
February 19, 2024	Regular Meeting	12:00 PM
March 18, 2024	Regular Meeting	12:00 PM
April 15, 2024	Regular Meeting	12:00 PM
May 20, 2024	Regular Meeting	12:00 PM
June 17, 2024	Regular Meeting	12:00 PM
July 15, 2024	Regular Meeting	12:00 PM
August 19, 2024	Regular Meeting	12:00 PM
September 16, 2024	Regular Meeting	12:00 PM