

*Willowbrook
Community Development District*

Meeting Agenda

November 19, 2024

AGENDA

Willowbrook

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

November 12, 2024

Board of Supervisors Meeting Willowbrook Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Willowbrook Community Development District** will be held on **Tuesday, November 19, 2024 at 10:30 AM** at the **Lake Alfred Public Library, 245 N Seminole Ave, Lake Alfred, FL 33850**

Zoom Video Join Link: <https://us06web.zoom.us/j/84284651357>

Call-In Information: 1-646-876-9923

Meeting ID: 842 8465 1357

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Administration of Oath to Newly Appointed Supervisor Scott Shapiro
4. Approval of Minutes of the July 23, 2024 Board of Supervisors and Audit Committee Meetings
5. Consideration of Resolution 2025-01 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
6. Ratification of Audit Services Engagement Letter with DiBartolomeo, McBee, Hartley & Barnes, P.A.
7. Consideration of Landscape and Irrigation Contracts
 - A. Willowbrook North
 - B. Willowbrook South
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Ratification of Funding Requests #9 through #13
 - ii. Ratification of Summary of Series 2024 (AA1) Requisitions #11 through #46
 - iii. Balance Sheet & Income Statement
 - iv. Reminder: 4 Hours of Ethics Training Must be Completed by 12/31/24
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
WILLOWBROOK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Willowbrook Community Development District was held Tuesday, **July 23, 2024** at 10:00 a.m. at the Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida.

Present and constituting a quorum:

McKinzie Terrill	Chairman
Hyzens Marc	Assistant Secretary
Allan Keen	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Grace Kobitter	District Counsel, Kilinski Van Wyk
Steve Sloan	District Engineer, Sloan Engineering

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called roll. Three Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting nor were there any present on the Zoom line, so the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Marcia Bexley

Ms. Burns asked for a motion to accept Marcia Bexley's resignation

On MOTION by Mr. Keen, seconded by Mr. Terrill, with all in favor, the Resignation of Marcia Bexley, was approved.
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B. Appointment to Fill Vacant Board Seat #5

Ms. Burns asked for a motion to fill the vacancy. Mr. Terrill makes a motion for Mr. Scott Shapiro.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, the Appointment to Fill Vacant Board Seat #5 with Scott Shapiro, were approved.

C. Administration of Oath to Newley Appointed Supervisors

Ms. Burns will send an oath to Mr. Shapiro.

D. Consideration of Resolution 2024-46 Appointing an Assistant Secretary

Ms. Burns stated that this resolution will appoint Scott Shapiro as an Assistant Secretary.

On MOTION by Mr. Terrill, seconded by Mr. Keen, with all in favor, Resolution 2024-46 Appointing Scott Shapiro as an Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the April 25, 2024 Board of Supervisors Meeting and Audit Committee Meeting

Ms. Burns presented the minutes for the April 25, 2024 Board of Supervisors Meeting and Audit Committee Meeting. The Board had no changes to the minutes.

On MOTION by Mr. Terrill, seconded by Mr. Keen, with all in favor, the Minutes of the April 25, 2024 Board of Supervisors Meeting and Audit Committee Meeting, were approved.

FIFTH ORDER OF BUSINESS

Acceptance of the Rankings of the Audit Committee and Authorizing Staff to Send Notice of Intent to Award to DMHB

Ms. Burns stated the Audit Committee has already approved the rankings. This is to accept the rankings of the Audit Committee and authorize staff to send a notice of intent to DMHB.

On MOTION by Mr. Marc, seconded by Mr. Terrill, with all in favor, Accepting the Rankings of the Audit Committee and Authorizing Staff to Send Notice of Intent to Award to DMHB, was approved.

SIXTH ORDER OF BUSINESS

Public Hearing

Ms. Burns stated this hearing was advertised in the paper.

On MOTION by Mr. Keen, seconded by Mr. Terrill, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns stated there were no members of the public present.

On MOTION by Mr. Keen, seconded by Mr. Terrill, with all in favor, Closing the Public Hearing, was approved.

A. Public Hearing on the Adoption of the fiscal year 2024/2025 Budget

i. Consideration of Resolution 2024-47 Adopting the District’s Fiscal Year 2024/2025 Budget and Appropriating Funds

Ms. Burns stated this was included in the package for review. The District will be Developer funded for the upcoming year for primarily administrative expenses but there is a small field contingency included. These will only be billed as incurred.

On MOTION by Mr. Keen, seconded by Mr. Marc, with all in favor, Resolution 2024-47 Adopting the District’s Fiscal Year 2024/2025 Budget and Appropriating Funds, was approved.

ii. Consideration of Fiscal Year 2024/2025 Developer Funding Agreement

Ms. Burns stated under the terms of this agreement, KRPC Willowbrook LLC, will fund the operations and maintenance of the District based on the budget the Board adopted.

On MOTION by Mr. Terrill, seconded by Mr. Keen, with all in favor, the Fiscal Year 2024/2025 Developer Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-48 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025

Ms. Burns noted the monthly Board meeting will be held on the fourth Tuesday of the month at 10:30 a.m.

On MOTION by Mr. Keen, seconded by Mr. Marc, with all in favor, Resolution 2024-48 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-49 Ratifying Series 2024 (Assessment Area One) Project Bonds

Ms. Burns stated the District closed on the bonds on May 30th. This resolution ratifies, confirms and approves all actions taken by District staff and officers in coordination of the closing of that series of bonds.

On MOTION by Mr. Keen, seconded by Mr. Terrill, with all in favor, Resolution 2024-49 Ratifying Series 2024 (Assessment Area One) Project Bonds, was approved.

NINTH ORDER OF BUSINESS

Consideration of Disclosure of Public Financing

Ms. Burns stated this will be recorded to property owners within the District on notice of the liens that were recorded as a result of the bond issuance.

Mr. Terrill asked if they should update the names of supervisors on the disclosure.

On MOTION by Mr. Terrill, seconded by Mr. Keen, with all in favor, the Disclosure of Public Financing, was approved.

TENTH ORDER OF BUSINESS

Consideration of the Adoption of Goals and Objectives for the District

Ms. Burns stated there was a change in Florida statute that states Districts must now adopt a set of goals and objectives.

On MOTION by Mr. Terrill, seconded by Mr. Keen, with all in favor, the Adoption of Goals and Objectives, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Kobitter updated the Board on construction of Phase 1, which have been recorded. She asked if the Board had any questions for her.

B. Engineer

Mr. Sloan stated that he had nothing to add.

C. District Manager’s Report

i. Ratification of Jon M. Hall Company Change Orders

Ms. Burns stated these have already been approved.

On MOTION by Mr. Terrill, seconded by Mr. Keen, with all in favor, the Jon M. Hall Company Change Orders, were ratified.

ii. Ratification of Funding Requests #6, #7, and #8

Ms. Burns stated these have already been approved, they just need ratification from the Board.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, Funding Requests #6, #7, and #8, were ratified.

iii. Ratification of Series 2024 (AA1) Requisitions #1 through #10

Ms. Burns stated these have already been approved by the Chair and the District Engineer, they just need ratification from the Board.

On MOTION by Mr. Marc, seconded by Mr. Terrill, with all in favor, the Series 2024 (AA1) Requisitions #1 through #10, were ratified.

iv. Balance Sheet & Income Statement

Ms. Burns stated that the financial statements were included in the agenda package for review but there was no action necessary

TWELFTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

**THIRTEENTH ORDER OF BUSINESS Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

FOURTEENTH ORDER OF BUSINESS Adjournment

Ms. Burns asked for a motion to adjourn.

On MOTION by Mr. Keen, seconded by Mr. Terrill, with all in favor,
the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

**MINUTES OF MEETING
WILLOWBROOK
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee meeting of the Willowbrook Community Development District was held Tuesday, **July 23, 2024** at 10:00 a.m. at the Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida.

Present and constituting a quorum:

McKinzie Terrill	Chairman
Hyzens Marc	Assistant Secretary
Allan Keen	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Grace Kobitter	District Counsel, Kilinski Van Wyk

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called roll. Three Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

**Review of Proposals and Tally of Audit
Committee Members Ranking**

A. DiBartolomeo, McBee, Hartley & Barns

Ms. Burns reviewed the RFP that was included in the agenda package for Board review.

Mr. Terrill stated both of the proposers are strong. They both rank high in all categories. However, DiBartolomeo, McBee, Hartley and Barns scored high in pricing than Grau & Associates. He suggested ranking DiBartolomeo #1 and Grau & Associates as #2.

B. Grau & Associates

On MOTION by Mr. Keen, seconded by Mr. Marc, with all in favor, Ranking DiBartolomeo, McBee, Hartley & Barns as #1, was approved.

FOURTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn the meeting.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE AUTHORITY TO EXECUTE A PARTICIPATION AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING FOR NOTICE OF THE USE OF PUBLICALLY ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 2024-041 AND IMPLIMENTING RESOLUTIONS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Willowbrook Community Development District (“**District**”) is a local unit of special purpose government¹ created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

WHEREAS, the District is a political subdivision of the State of Florida and a “governmental agency” as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 (“County Regulations”), designating the Publicly Accessible Website of URL <http://polkcounty.column.us/search> (“Publicly Accessible Website”) for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

¹ Section 190.003(6), FS

WHEREAS, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

WHEREAS, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

WHEREAS, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite Exhibit A, attached hereto and incorporated by this reference, is in the best interests of the District.

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

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION. The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.

3. DELEGATION OF AUTHORITY. The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.

4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.

5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.

6. CONFLICTING PROVISIONS. All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.

7. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

8. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER 2024.

**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

Composite Exhibit A

Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/"Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows:

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

Additional Terms:

- a. **Form of Notice.** County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.

- b. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D- R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.

b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

Responsibilities of the Parties.

a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order,
effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____
GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name
____ day of _____, 20__

Contractor

Signature

Print/Type Name

Title

**Form Participation Agreement for Publication of Legal Notices on County Designated
Publicly Accessible Website**

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County"), and _____, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County. Local Government shall construe any and all actions of County in conjunction with, or

relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination.

10.1. Termination without cause. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.

10.2. Termination with cause. If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.

10.3. Automatic Termination. If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Manager

Polk County Board of County Commissioners

P.O. Box 9005

Bartow, Florida 33830

With a copy to:

County Attorney

Polk County Board of County Commissioners

P.O. Box 9005, Drawer AT01 Bartow,

Florida 33830

FOR LOCAL GOVERNMENT:

Email address: _____

12. Prior Agreements. Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law. Jurisdiction. Venue. Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY

a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Manager

Date:
.....

ATTEST:

Local Government.

Signature

Signature

Print Name

Print Name

Title

Title

SECTION VI

August 1, 2024

Willowbrook Community Development District
Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide Willowbrook Community Development District, (“the District”) for the fiscal year ended September 30, 2024 and with an option for four (4) additional annual renewals for fiscal years ended 2025, 2026, 2027 and 2028.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund (general fund, debt service fund, capital projects fund), and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the years ended September 30, 2024, 2025, 2026, 2027 and 2028. In addition, we will examine the District’s compliance with the requirements of Section 218.415 Florida Statutes in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the District’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the District’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

1. Management’s Discussion and Analysis
2. Budgetary comparison schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

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

Other Services

We will also prepare the financial statements of Willowbrook Community Development District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making information available for the drafting of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiBartolomeo, McBee, Hartley & Barnes, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis. Provided that such information and any necessary feedback is provided on a timely basis, we will submit a preliminary draft audit report for your review no later than May 15 following the fiscal year for which the audit is conducted, and will submit a final audit report for your review no later than June 15 following the fiscal year for which the audit is conducted.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fees for these services are not to exceed \$2,850 for the year ending 2024, \$2,950 for year ending 2025, \$3,100 for year ending 2026, \$3,150 for year ending 2027 and \$3,250 for the year ending, 2028, respectively. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice. Upon any termination of this Agreement, the District will pay all invoices for services rendered prior to the date of the notice of termination but subject to any offsets that the District may have. Pursuant to Section 218.391, Florida Statutes, all invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this engagement.

We shall take all necessary steps to ensure that the audit is completed in a timely fashion so that the financial reports and audits may be approved by the District's Board of Supervisors within 180 days after the end of the fiscal year under review.

We agree and understand that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made there under. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, we will:

- a. Keep and maintain public records required by the District to perform the service.

- b. Upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.
- e. If auditor has questions regarding the application of Chapter 119, Florida statutes, to its duty to provide public records relating to this agreement, contact the public records custodian at: c/o Governmental Management Services – Central Florida LLC, 219 East Livingston Street, Orlando, Florida 32801, or recordrequest@gmscfl.com, phone: (407) 841-5524.

Reporting


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

We appreciate the opportunity to be of service to Willowbrook Community Development District and believe this letter accurately summarizes the terms of our engagement, and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between DiBartolomeo, McBee, Hartley & Barnes and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

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

RESPONSE:

This letter correctly sets forth the understanding of Willowbrook Community Development District.

DocuSigned by:

 Signature: _____
 Title: Chairman
 Date: 8/15/2024

SECTION VII

SECTION A

**AGREEMENT BETWEEN WILLOWBROOK COMMUNITY DEVELOPMENT
DISTRICT AND STEWART & ASSOCIATES PROPERTY SERVICES, INC.
FOR LANDSCAPE INSTALLATION SERVICES
(Willowbrook North)**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of November 2024, by and between:

WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Winter Haven, Florida, with a mailing address of c/o Governmental Management Services-Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”), and

STEWART & ASSOCIATES PROPERTY SERVICES, INC., a Florida corporation, with a mailing address of P.O. Box 116, Lutz, Florida 33548 (“**Contractor**,” and together with the District, the “**Parties**,” and separately “**Party**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including landscape improvements; and

WHEREAS, the District is comprised of two (2) assessment areas that relate to the two (2) sub-developments known as Willowbrook North and Willowbrook South; and

WHEREAS, the District desires to retain an independent contractor to perform landscape installation services for Willowbrook North and provide materials associated therewith, as more particularly described in this Agreement and on the attached **Exhibit A** and **Exhibit B**, and Contractor represents that it is capable of providing such materials and services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

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

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of Contractor are to provide the services, labor, materials and warranties described herein and as further set forth in the proposal attached hereto and incorporated by reference herein as **Exhibit A (“Services”)**, all in accordance with the landscape plans transmitted to the Contractor and attached hereto as **Exhibit B (“Plans”)**. The Services shall include, but are not limited, to the installation of the plant material and landscape improvements within the District boundaries. Contractor shall coordinate the Services with other contractors performing work for the District. Contractor shall coordinate with the District’s Designee (hereinafter defined) in the location and installation of all landscape material, irrigation systems, controllers, meters and other appurtenances that may be required for a complete and operational scope of work. Should any questions arise as to the coordination required, Contractor shall consult with the District’s Designee, as defined below.

- A. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the District Manager and Scott Shapiro or his designee (together, the “**District Designee**”). Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor’s activities and work within twenty-four (24) hours or as otherwise agreed to by the District in writing.
- B. Should any error or inconsistency appear in the Plans, Contractor, before proceeding with the Services, must notify the District for the proper adjustment, and in no case proceed with the Services in uncertainty nor with insufficient drawings.
- C. This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations affecting the provision of the Services, including, but not limited to, line of sight and height requirements of Polk County and the Florida Department of Transportation, as applicable. Contractor shall use industry best practices and procedures when carrying out the Services, including IFAS recommendations for plant material and placement.
- D. Changes in the Services, labor, or materials may be accomplished by change order that demonstrates the written agreement of the Parties upon the change in the Services, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Designee.
- E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the installation site. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, equipment, machinery and surplus

materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

SECTION 3. TIMING. Contractor shall expeditiously commence the Services upon execution of this Agreement and Services shall be substantially complete no more than sixty-five (65) days from execution of this Agreement and fully complete no more than seven days thereafter. The term “substantially complete” as used herein shall mean the time at which the Services have progressed to the point where, in the opinion of the District, the Services are sufficiently complete, in accordance with this Agreement, so that the Services can be utilized for the purposes for which they are intended. The term “fully complete” as used herein shall mean the time at which the Services are finished in their entirety and, in the opinion of the District, no further work on the part of Contractor is necessary to finish the Services in accordance with this Agreement. Contractor shall notify the District Designee in writing immediately upon recognizing any potential for a delay delivering its work caused by itself or another contractor. The Parties recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Services are not completed within the times specified herein. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by District if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay District \$500 (Five Hundred Dollars) for each day that expires after the time specified herein for failure to meet substantially complete thresholds and \$1,000 (One Thousand Dollars) for each day that expires after the time specified herein for failure to meet finally complete thresholds. Contractor must coordinate their work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframe provided for herein.

SECTION 4. PAYMENT FOR SERVICES. Total compensation for supplying all of the Services described herein and in the attached **Exhibit A** and **Exhibit B** shall not exceed **Three Hundred Eighty-Eight Thousand Three Hundred Thirty-One Dollars and Seventy-Five Cents (\$388,331.75)**. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable forty-five (45) days upon receipt of the invoice by the District or as otherwise provided for under the Local Government Prompt Payment Act, sections 218.70 et seq., *Florida Statutes*. Each monthly invoice shall contain, at a minimum, the District’s name, Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted.

The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form

satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 5. WARRANTY AND COVENANT. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, free from faults and defects. Contractor hereby warrants all installation for a period of two (2) calendar years from the date of final acceptance by the District or so long as Contractor is providing direct maintenance services to the District, whichever is longer. Contractor shall replace or repair warranted items to the District’s satisfaction and in the District’s discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the Services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, Contractor hereby assigns all manufacturers’ warranties to the District, and shall provide evidence of the same with Contractor’s submittal of the Final Payment Application.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 6. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory amount
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide the District with a certificate naming the District, KRPC Willowbrook, LLC, and their respective officers, supervisors, agents, managers, counsel, engineers, staff and representatives as additional insureds (“**Additional Insureds**”). At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days’ written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the Additional Insureds, and a 30-Day Notice of Cancellation applies in favor of the Additional Insureds.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District, KRPC Willowbrook, LLC, and their respective officers, directors, supervisors, officers, employees, staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors, of each and any of all of the foregoing entities and individuals (together, “Indemnitees”) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor’s performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.

- B.** Contractor shall ensure that any and all subcontractors include this express paragraph for the benefit of the Indemnitees. Obligations under this section shall include, but are not limited to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys’ fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 9. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

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

SECTION 11. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to Contractor: Stewart & Associates Property Services, Inc.
P.O. Box 116
Lutz, Florida 33548
Attn: _____

B. If to District: Willowbrook Community Development District
c/o GMS – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 17. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

SECTION 19. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 7 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 20. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 21. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 22. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 23. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jill Burns** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term

if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT JBURNS@GMSFCFL.COM, GMS – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 27. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. **Exhibit A** and **Exhibit B** are applicable to the extent that they state the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** or **Exhibit B** conflict with provisions of this Agreement, this Agreement shall control.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify Owner. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the Owner may immediately terminate this

Contract.

SECTION 29. E-VERIFY REQUIREMENTS. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

[Signature Page to Follow]

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

**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

**STEWART & ASSOCIATES PROPERTY
SERVICES, INC.**

By: _____
Its: _____

Exhibit A: Proposal
Exhibit B: Plans

**Exhibit A
Proposal**



PO Box 116
Lutz, Florida 33548

Estimate

Date	Estimate #
11/13/2024	1242

Name / Address
Willowbrook North

P.O. No.

Description	Qty	Cost	Total
Live Oak 3" cal.	59	625.00	36,875.00
Red Cedar "Brodie" 3" cal.	6	625.00	3,750.00
Dahoon Holly 3" cal.	9	625.00	5,625.00
Japanese Privet 15 Gal.	8	295.00	2,360.00
Muskogee Crape Myrtle 2.5" multi trunk	4	450.00	1,800.00
Crape Myrtle Natche 8' ht multi trunk	1	350.00	350.00
Crape Myrtle Tonto 8' ht multi trunk	8	350.00	2,800.00
Dwarf Japanese Blueberry 2" cal.	4	425.00	1,700.00
Foxtail Palm 8' ct. matched heads	5	1,000.00	5,000.00
Triple Foxtail Palm 10' ct. matched heads	4	1,800.00	7,200.00
Mexican Fan Palm 4' ht.	1	300.00	300.00
Sabal Palm	22	525.00	11,550.00
Lily of the Nile 1 gal.	100	6.50	650.00
Little leaf Boxwood 3 gal.	176	16.00	2,816.00
False Heather 3 gal.	300	16.00	4,800.00
Blue Daze 1 gal.	294	6.50	1,911.00
Spanish Stopper 9' ht. matched	4	400.00	1,600.00
Pink Muhly Grass 3 gal.	892	15.00	13,380.00
Fountain Grass 3 gal.	91	15.00	1,365.00
Indian Hawthorne 3 gal.	138	16.00	2,208.00
Asian Jasmine 1 gal.	331	6.25	2,068.75
Sweet Viburnum 3 gal.	367	16.00	5,872.00
Dwarf Firebush 3 gal.	68	16.00	1,088.00
Dwarf Ixora 3 gal.	220	16.00	3,520.00
Podocarpus macrophyllus 3 gal.	34	16.00	544.00
Schefflera arboricola 3 gal.	298	16.00	4,768.00
Coontie 3 gal.	21	31.00	651.00
Seasonal Annuals 4" pots	72	2.50	180.00
Pine Bark Mulch - cy	160	60.00	9,600.00
Bahia Sod - sf	150,000	0.48	72,000.00
Automatic Irrigation System	1	180,000.00	180,000.00
Approved by: _____ Title: _____	Total		\$388,331.75

Exhibit B
Plans
(to begin on the following page)

Willowbrook North

PARCEL ID #
26-28-10-000000-23020

Landscape, Hardscape & Irrigation Plans



Location Map 

Municipality Location
Winter Haven, Florida

Prepared For:
KRPC Willowbrook LLC
121 Garfield Avenue
Winter Park, Florida

Revisions

1 10.28.24 Revised per City Comments GH

Team Members

daly design group inc.
Urban Planning • Landscape Architecture • Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789
Phone 407.740.7373 • www.dalydesign.com

Developer
KRPC Willowbrook LLC
121 Garfield Avenue
Winter Park, Florida 32789
(407) 645-4400 Ext. 306
Contact: Mckinzie Terrill

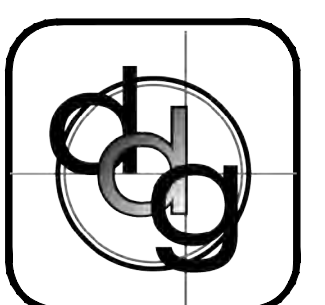
Owner
Jeffery & Joann Yeager
1404 Green Cove RD
Winter Park, Florida 32789
(407)645-4400 Ext. 306
Contact: Mckinzie Terrill

Engineer
SLOAN Engineering Group
150 South Woodlawn Avenue
Bartow, Florida 33830
(863) 800-3046
Contact: Steve Sloan

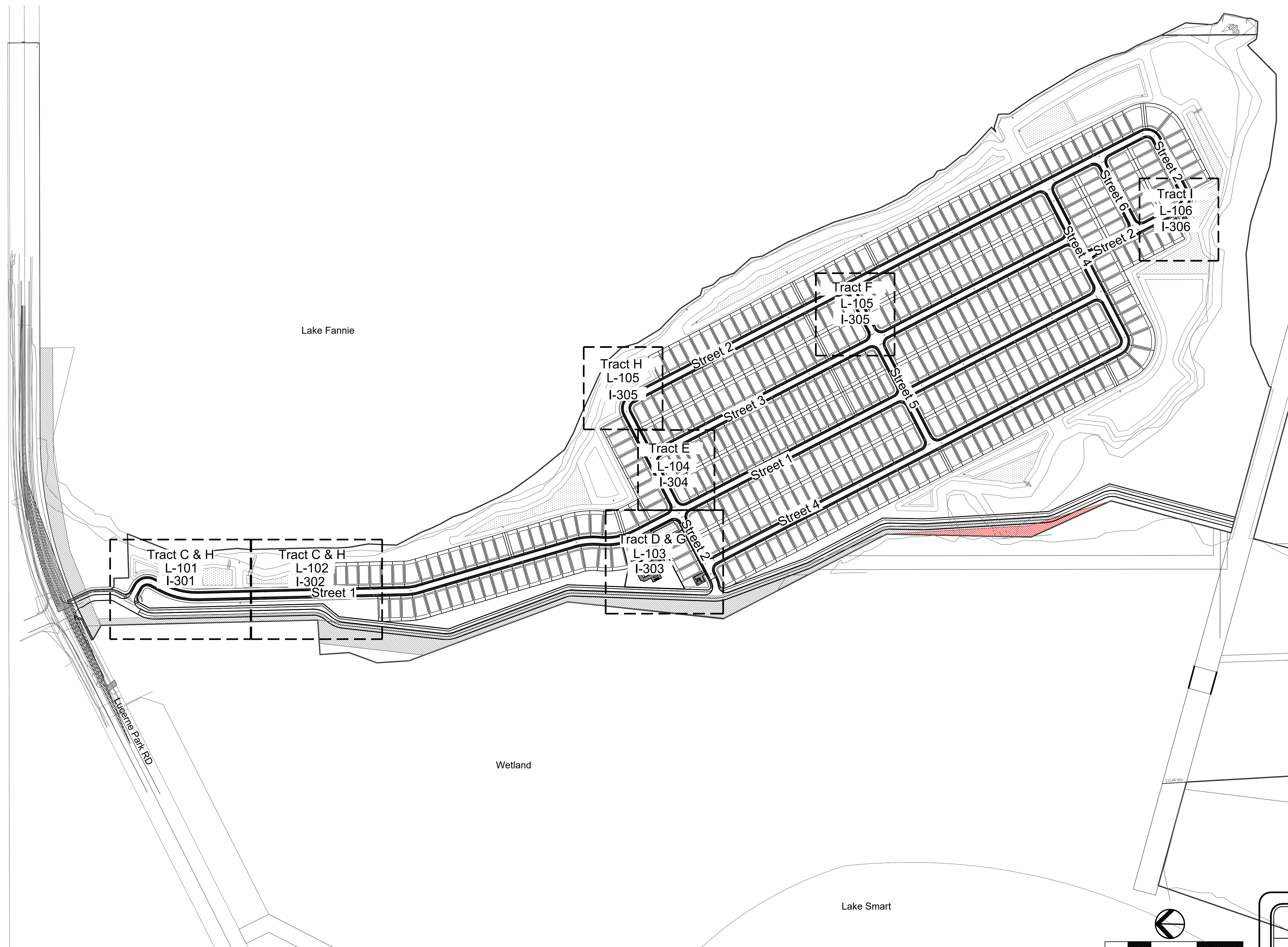
**Landscape Architect /
Land Planner**
Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
(407) 740-7373
Contact: Tom Daly

SHEET INDEX

SHEET	DESCRIPTION
K-100	Key Sheet
L-001	Plant Schedule & Details
L-101 thru L-107	Landscape Plan
K-200	Key Sheet Hardscape Plan
H-201 thru H-204	Hardscape Plan
H-205 & H-206	Hardscape Elevation & Details
I-001	Irrigation Schedule & Details
I-301 thru I-307	Irrigation Plan



23234

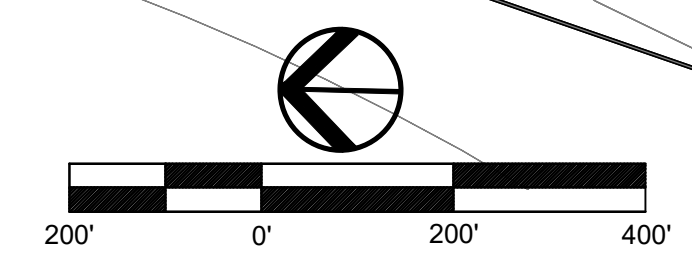


Lubene Park RD

Lake Fannie

Wetland

Lake Smart

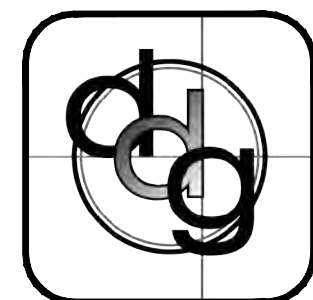


Date: _____

daly design group inc.
 Urban Planning, Landscape Architecture, Project Management, Development Consulting
 913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

REV	DATE	DESCRIPTION	BY

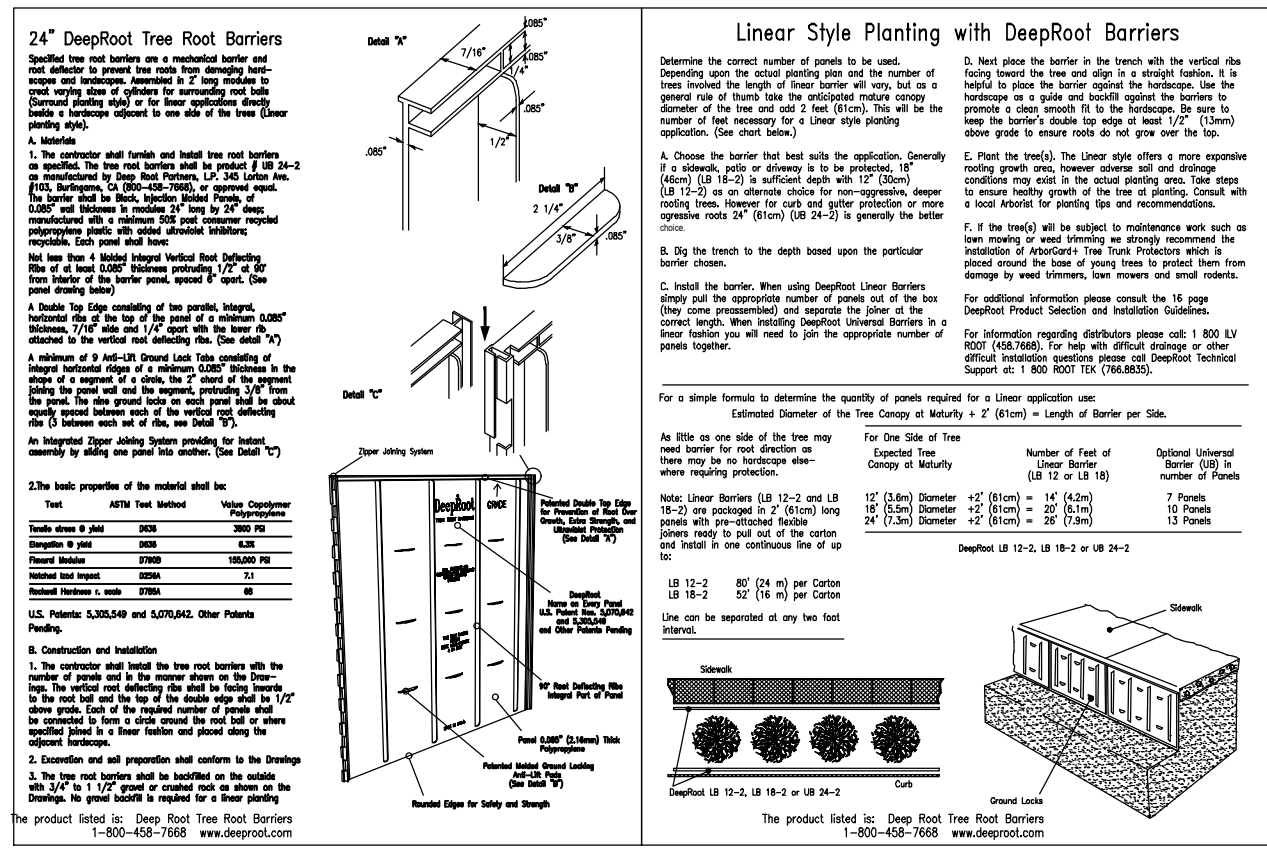
Key Sheet
 Landscape Plan
Willowbrook North
 Winter Haven, Florida



PROJECT NO.
23234
 SCALE
1"=200'
 DATE
July 2024
 SHEET
K-100

General Plant Schedule

Quantity	Sym	Botanical	Common	Specifications
72	AN	Annuals	Various Seasonal Annuals	Min. 6" pot, 12" o.c.
28	BM	Buxus microphylla	Littleleaf Boxwood	Min. 3 gal., 12" ht. x 12" spd. 24" o.c.
104	EB	Evolvulus glomeratus	Blue Daze	Min. 1 gal., Full Pot, 18" o.c.
4	EF	Eugenia foetida	Spanish Stopper	Min. 9" ht., conical topiary, matched
4	ICE	Ilex cassine	Dahoon Holly	Min. 45 gal., 14' ht., 3" cal.
6	JB	Juniperus silicicola 'Brodie'	Brodie Southern Red Cedar	Min. 45 gal., 12' ht. Full to base
708	MCA	Muhlenbergia capillaris	Pink Muhly Grass	Min. 3 gal., Full Pot, 30" o.c.
56	QV	Quercus virginiana	Southern Live Oak	Min. 65 gal., 14' ht., 3" cal.
16	SP	Sabal palmetto	Cabbage Palmetto	FG, Regenerated, See Plans for Clear Trunk ht.
109	VO	Viburnum odoratissimum	Sweet Viburnum	Min. 3 gal., 18" ht. x 18" spd., 36" o.c.
134,601 sf	Sod B	Bahia Sod	Bahia Sod	

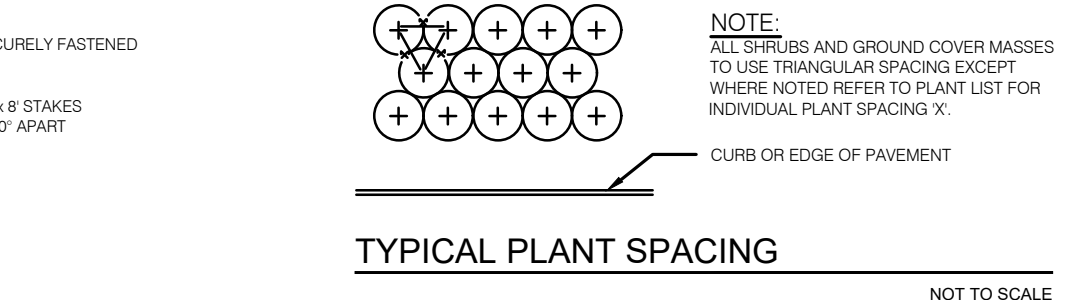
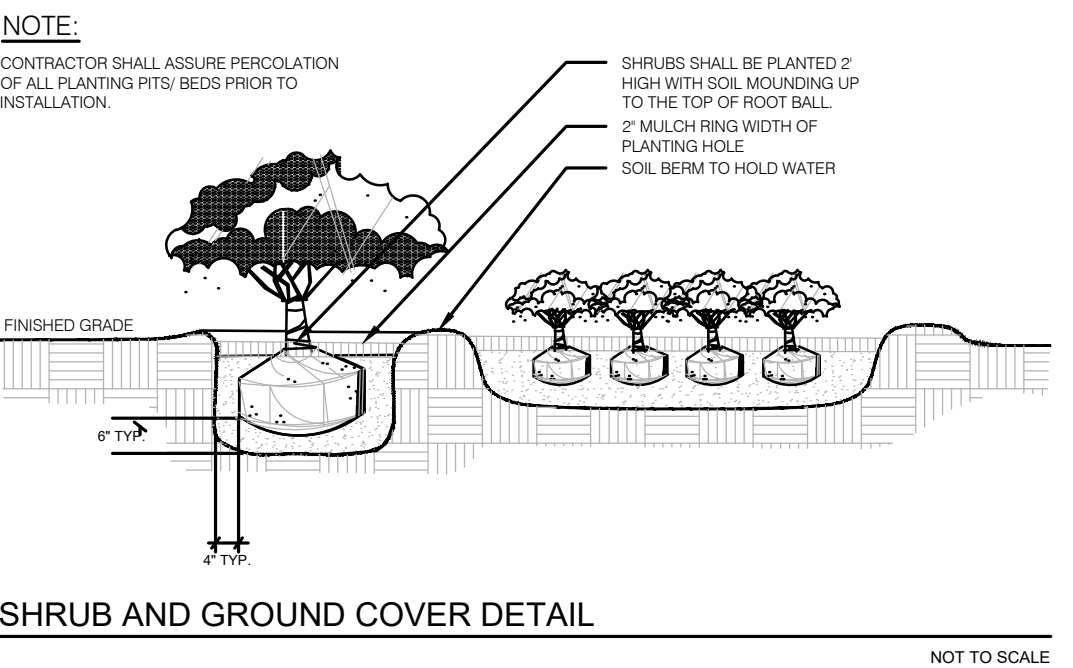
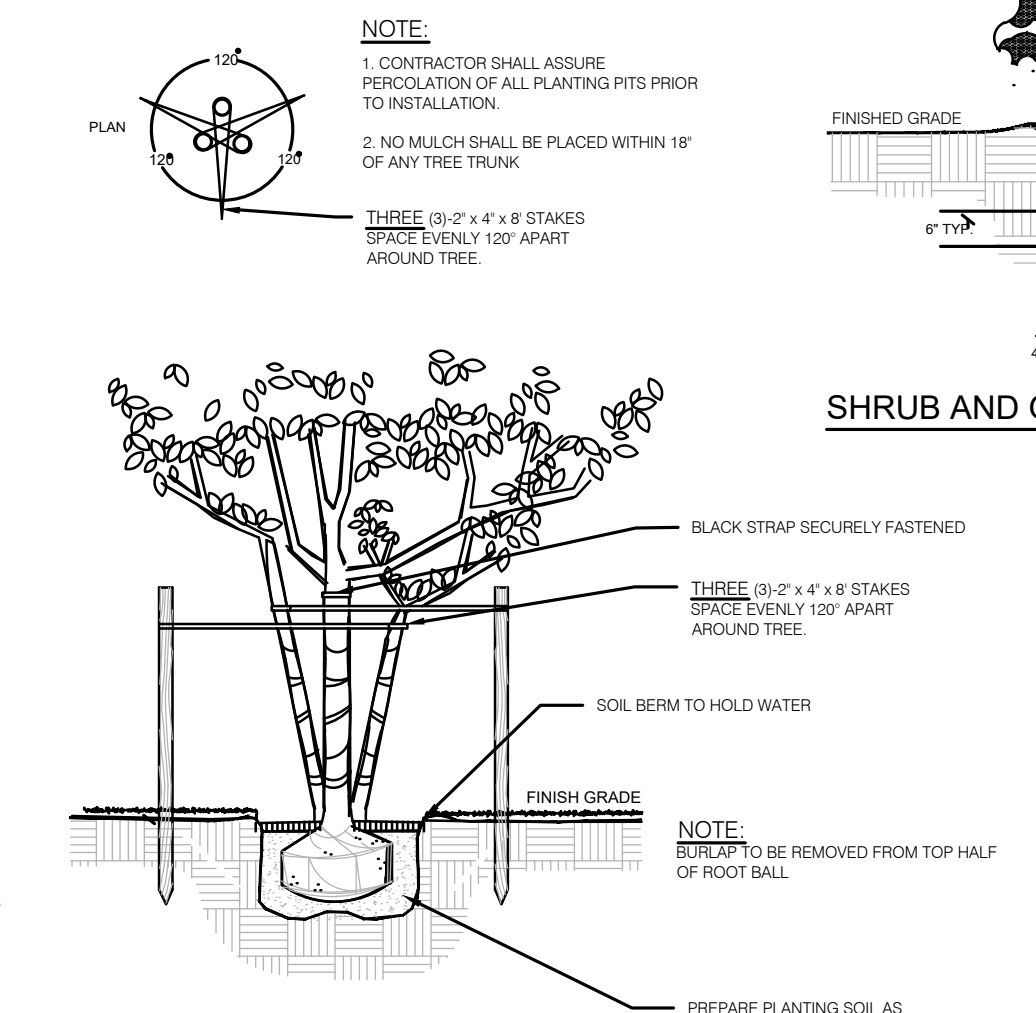
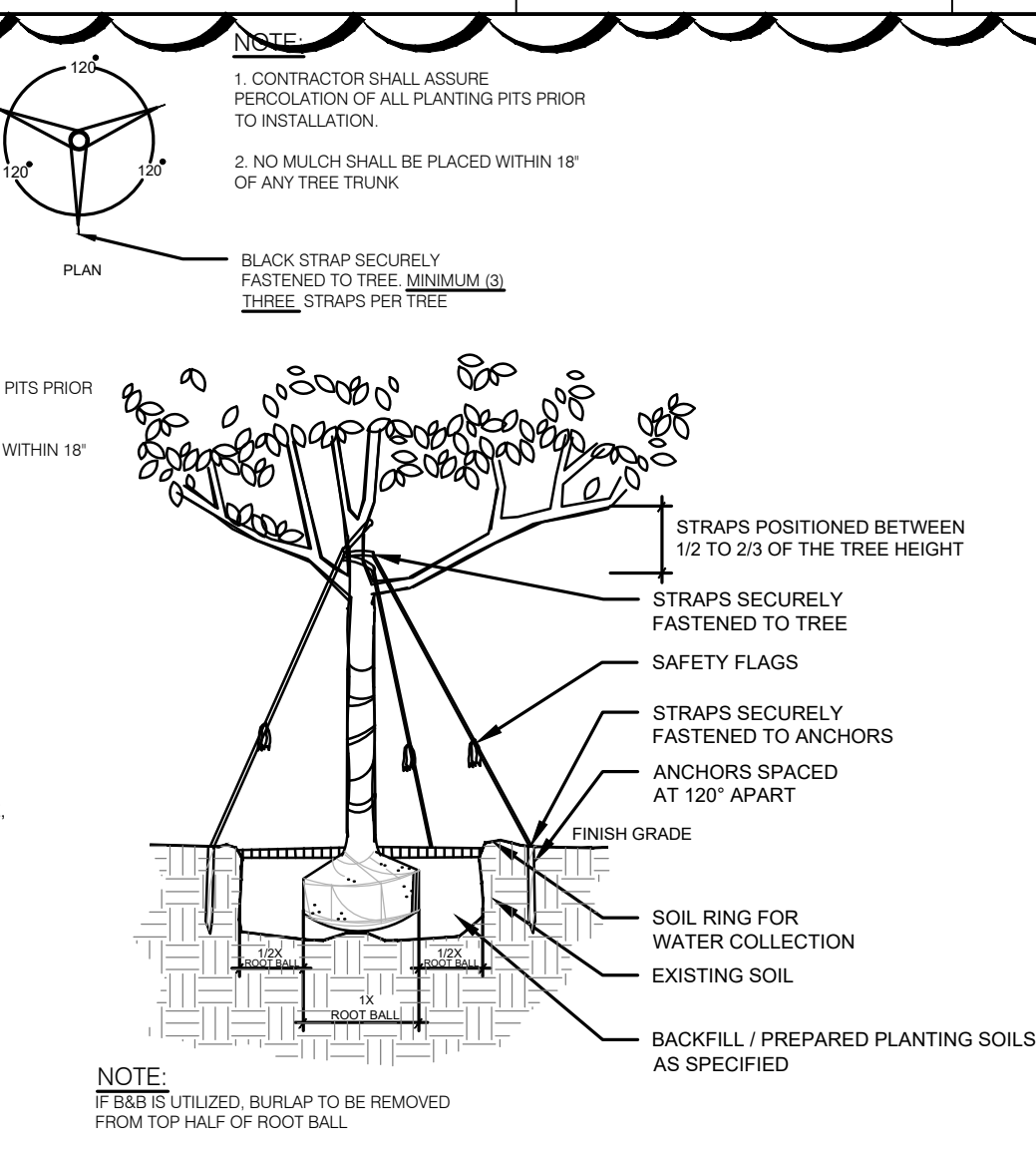
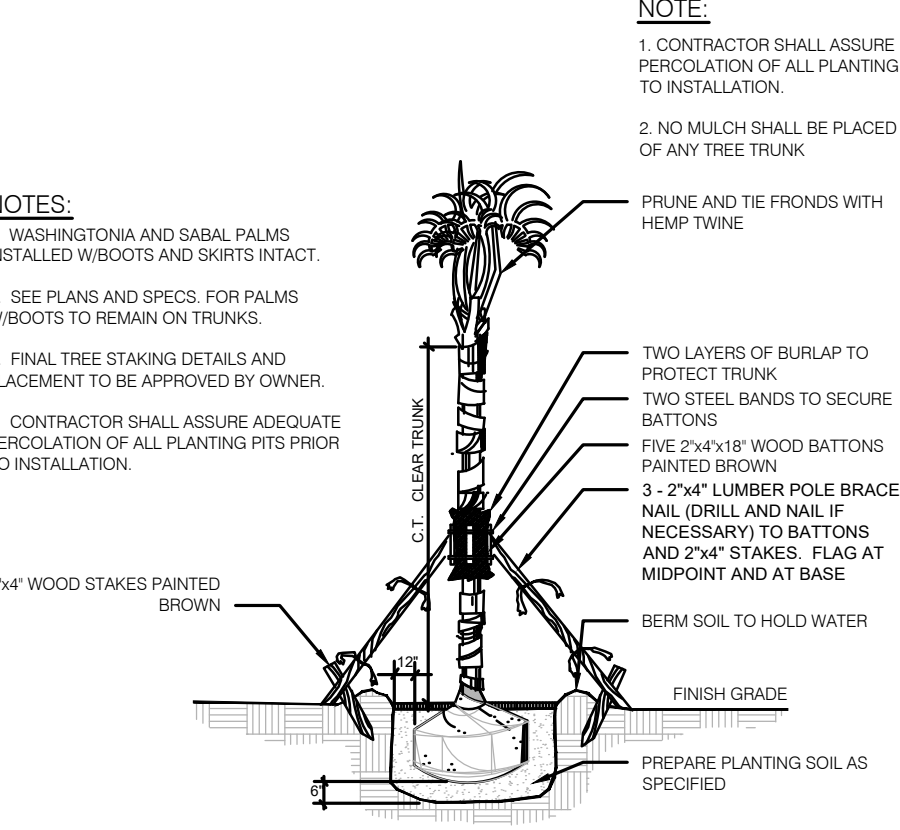
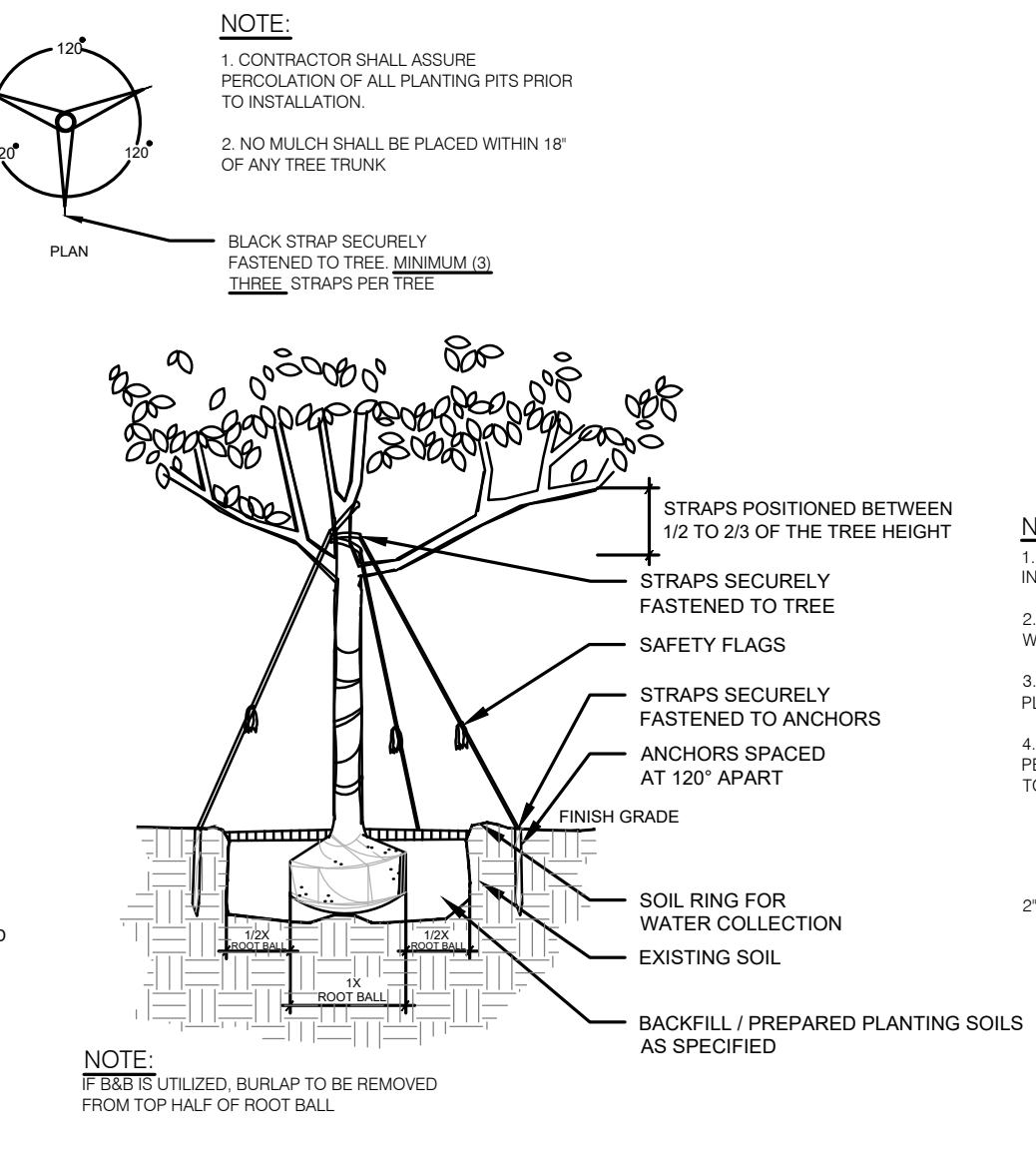
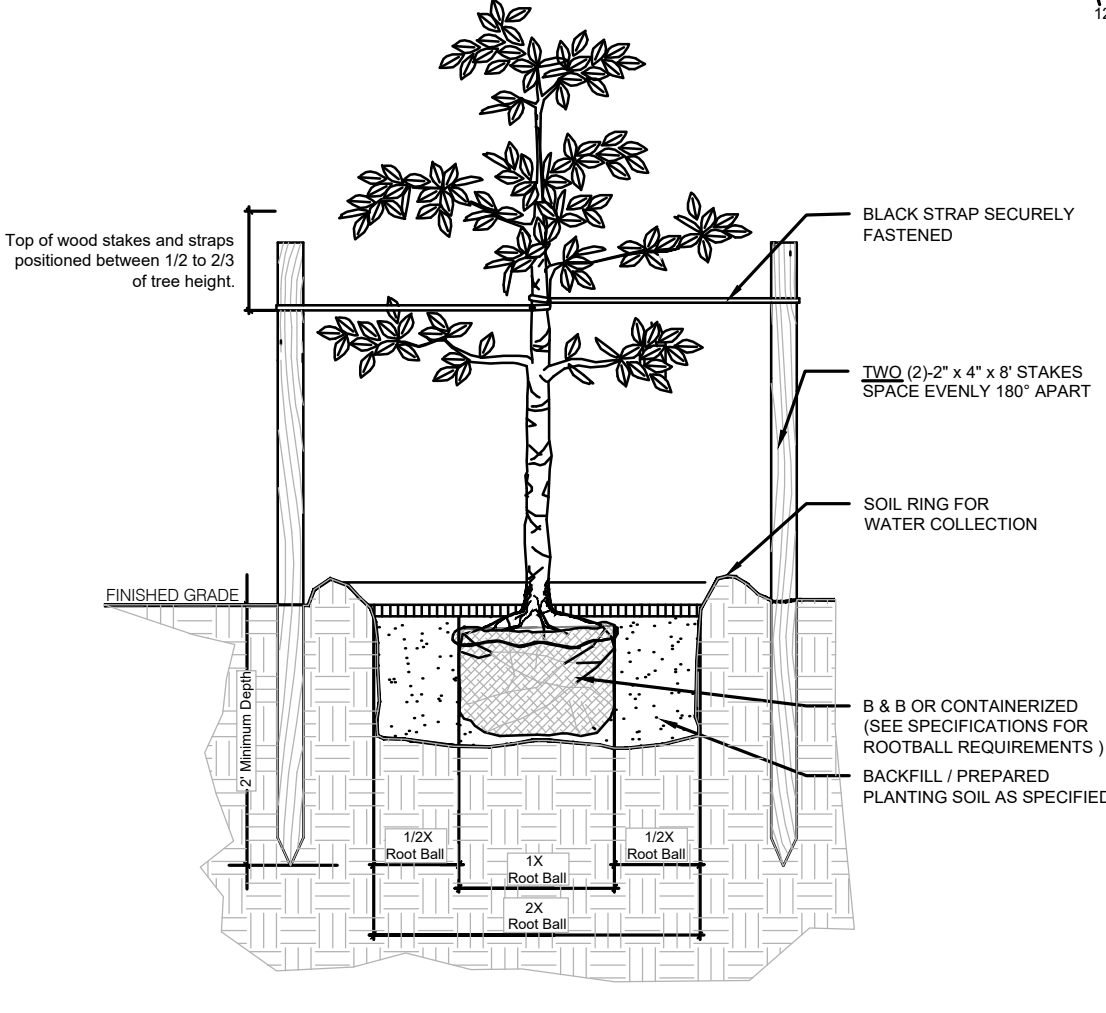
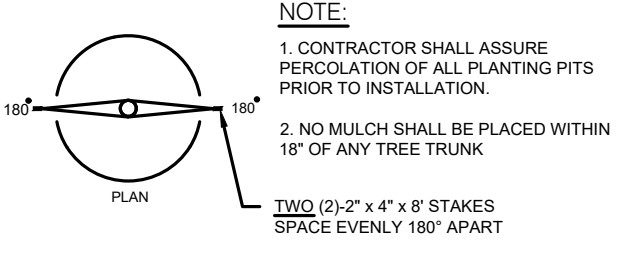


Amenity Plant Schedule

Quantity	Sym	Botanical	Common	Specifications
100	AA	Agapanthus africanus	Lily of the Nile	Min. 1 gal., full pot, 18" o.c.
148	BM	Buxus microphylla	Littleleaf Boxwood	Min. 3 gal., 12" ht. x 12" spd. 24" o.c.
300	CH	Cuphea hyssopifolia	False Heather	Min. 3 gal., Full Pot, 18" o.c.
206	EB	Evolvulus glomeratus	Blue Daze	Min. 1 gal., Full Pot, 18" o.c.
4	ED	Elaeocarpus decipiens 'Little Emperor'	Japanese Blueberry 'Dwarf'	Min. 45 gal., 8' ht., 2" cal.
68	HPC	Hamelia patens 'compacta'	Dwarf Firebush	Min. 3 gal., 12" ht. x 12" spd., 36" o.c.
5	ICE	Ilex cassine	Dahoon Holly	Min. 45 gal., 14' ht., 3" cal.
220	IXP	Ixora coccinea 'Petite Pink'	Dwarf Ixora	Min. 3 gal., 18" ht. x 18" spd. 24" o.c.
4	LIM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	Min. 45 gal., 8' ht., 4 spd., multi-trunk
1	LIN	Lagerstroemia indica 'Natche'	Crape Myrtle, White	Min. 45 gal., 8' ht., 4' spd., multi-trunk
8	LIT	Lagerstroemia indica 'Tonto'	Red Crape Myrtle	Min. 45 gal., 8' ht. x 4' spd., multi-trunk
8	LT	Ligustrum japonicum	Japanese Privet	Min. 15 gal., 5' ht., full to base, 5' o.c.
82	LM	Liriope muscari	Lilyturf	Min. 1 gal., Full Pot., 18" o.c.
184	MCA	Muhlenbergia capillaris	Pink Muhly Grass	Min. 3 gal., Full Pot, 30" o.c.
34	PM	Podocarpus macrophyllus	Podocarpus macrophyllus	Min. 3 gal., 18" ht. x 18" spd., 36" o.c.
91	PSG	Pennisetum setaceum	Fountain Grass	Min. 3 gal., Full Pot, 24" o.c.
3	QS	Quercus shumardii	Shumard Oak	Min. 65 gal., 14' ht., 3" cal.
3	QV	Quercus virginiana	Southern Live Oak	Min. 65 gal., 14' ht., 3" cal.
138	RIA	Rhaphiolepis indica	Indian Hawthorn	Min. 3 gal., 12" ht. x 18" spd. 24" o.c.
298	SAT	Schefflera arboricola 'Trinette'	Trinette Variegated Schefflera	Min. 3 gal., 18" ht. x 18" spd. 24" o.c.
6	SP	Sabal palmetto	Sable Palm	FG, Regenerated Head, See plans for clear trunk ht.
2	TA	Tabebuia chrysostricha	Golden Trumpet Tree	Min. 65 gal., 14' ht., 3" cal.
331	TAM	Trachelospermum asiaticum	Asian Jasmine	Min. 1 gal., Full Pot, 18" o.c.
258	VO	Viburnum odoratissimum	Sweet Viburnum	Min. 3 gal., 18" ht. x 18" spd., 36" o.c.
5	WB	Wodyetia bifurcata	Foxtail Palm	Min. FG, 8' ct., matched heads
4	WB3	Wodyetia bifurcata	Triple Foxtail Palm	Min. FG. Triple Trunk, 10' ct, matched heads
1	WR	Washingtonia robusta	Mexican Fan Palm	Min. 7 gal., 4' ht.
21	ZF	Zamia floridana	Coontie	Min. 3 gal., 18" ht., 30" o.c.
16,674 sf	Sod B	Bahia Sod	Bahia Sod	

General Landscape Notes

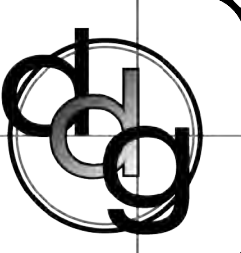
- Landscape Contractor shall be responsible for all materials and plants as called for on the Landscape Plans. The list of plant quantities accompanying the plans shall be used as a guide only. Contractor shall verify all quantities and report any discrepancies at time of bidding.
- All plant material shall be graded Florida No. 1 of better, as outlined by "Grades and Standards for Nursery Plants", Florida Department of Agriculture and consumer services, Division of Plant Industry.
- All planting shall be top dressed with a minimum 2" Pine bark mini nuggets.
- The Landscape Contractor shall be wholly responsible for the stability and plumb condition of all trees and shrubs and shall be legally liable for any damage caused by instability of plant material. The staking method, if not shown by detail on this plan, shall be approved by the owner or his/her authorized representative.
- Every possible safeguard shall be taken to protect existing trees that are shown on the Landscape Plan to be preserved.
- The Landscape Contractor is responsible for cleaning all debris associated with their work.
- Height and spread specifications refer to the overall plant form. Singular branches may not be used to meet minimum requirements. Tree caliper size to be measured 12" above grade.
- All landscaping shall be installed according to accepted commercial planting procedures. Soil, shall be free of limerock, pebbles, or other constructions debris.
- All landscaping shall conform to the standards set forth in the Winter Heaven, LDC.
- Landscaping shall not interfere with power lines, sewer or water pipes or any other existing or proposed utilities.
- Prior to the issuance of any permits or the removal of any trees, protective tree barriers shall be installed around those trees that will remain on site and shall be inspected by the Governing Municipality.
- Ball & Burlap material shall be acceptable alternative to container grown trees.
- Occasionally there is the potential for site modification due to revised field grading, clearing of existing tree canopy or other unforeseen conditions. The Landscape contractor shall be responsible for informing the owner and Landscape Architect of site conditions adverse to the healthy establishment of any plant material prior to planting so that a resolution may be achieved.
- The Landscape Contractor shall be responsible for arranging a Pre-constructions meeting with the owner and Landscape Architect in order to address and clarify any questions, concerns and/or conditions related to these drawings or the existing site.
- Landscape Contractor shall use appropriate container size to meet minimum plant height and caliper inches, if minimum plant height or caliper, can not be met with specified container size.



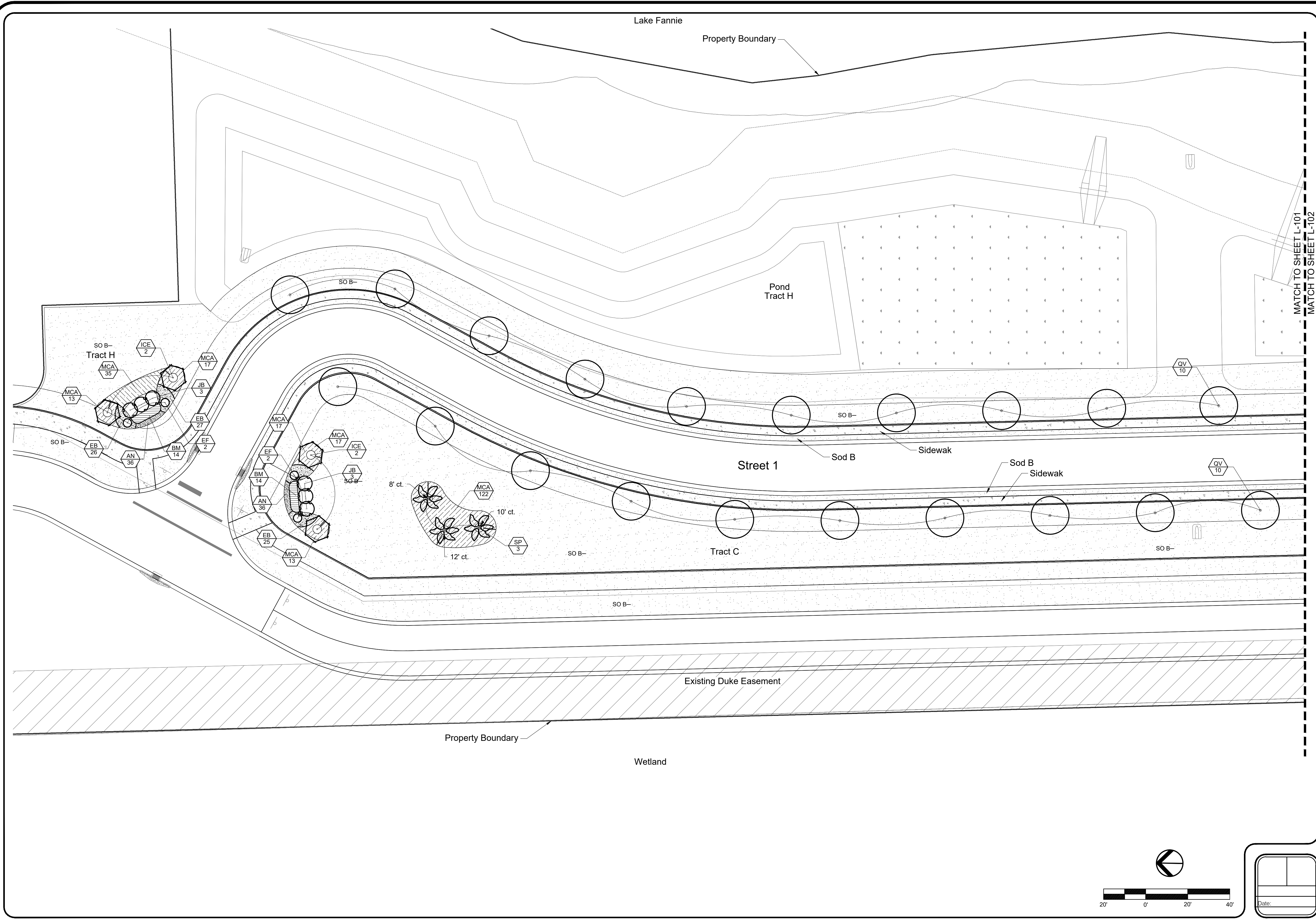
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REV	DATE	DESCRIPTION	BY	GH
1	10.28.24	Revised per City Comments		

Landscape Schedule & Details
 Landscape Plan
 Willowbrook North
 Winter Heaven, Florida



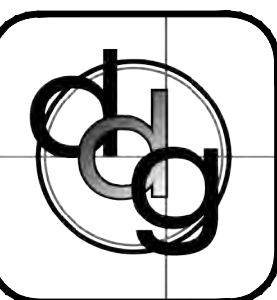
PROJECT NO. 23234
 SCALE nts
 DATE July 2024
 SHEET L-001



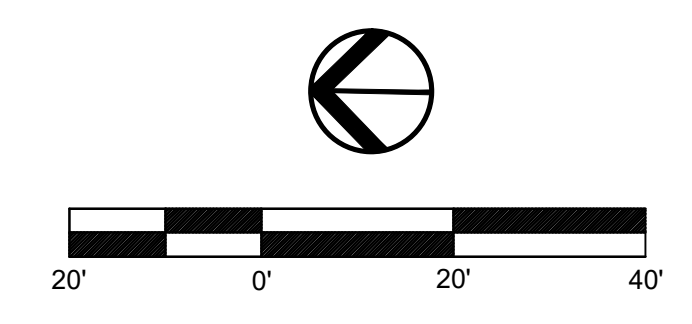
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REV.	DATE	DESCRIPTION	BY

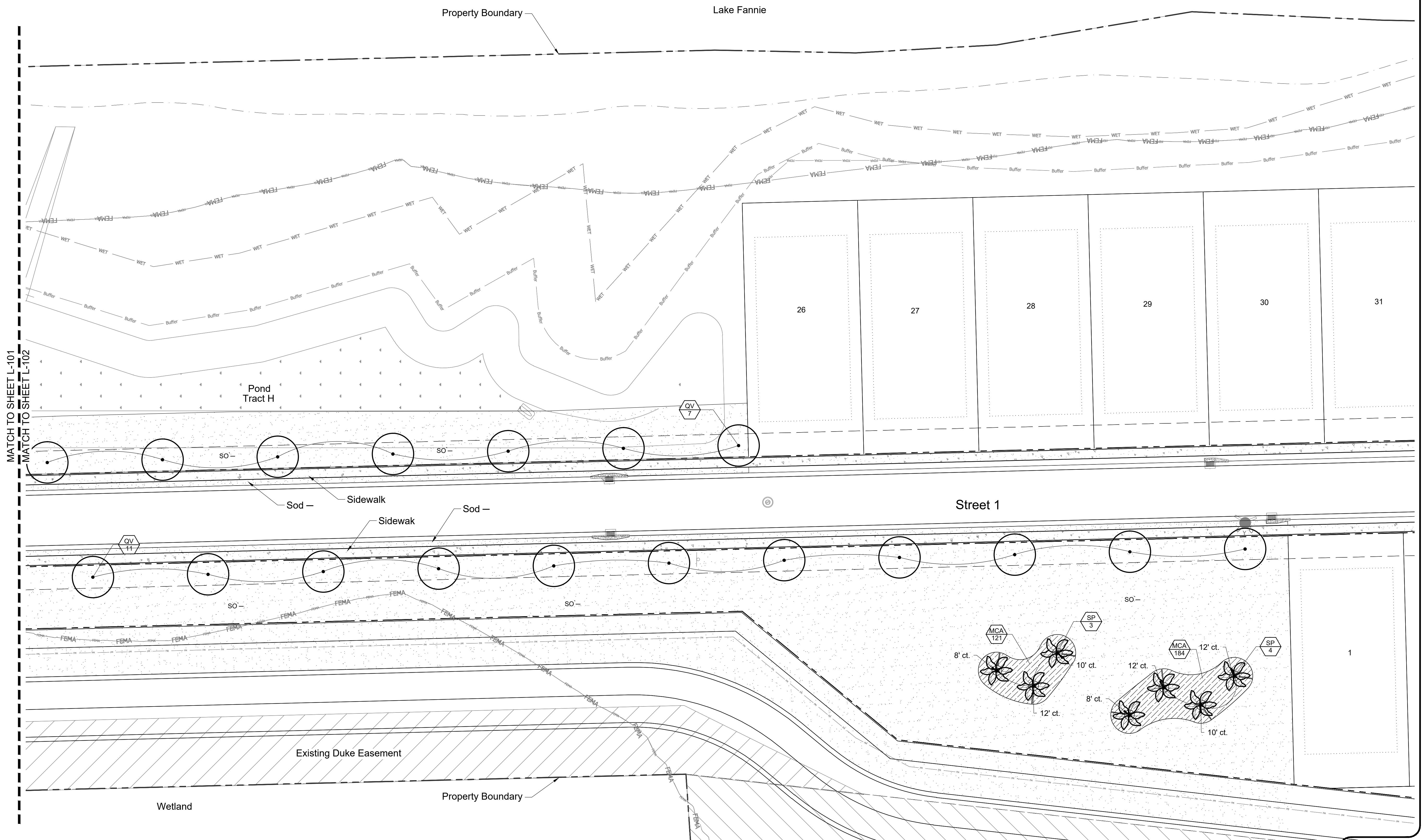
North Village Entrance Tracts 'C' & 'H'
 Landscape Plan
 Willowbrook North
 Winter Haven, Florida



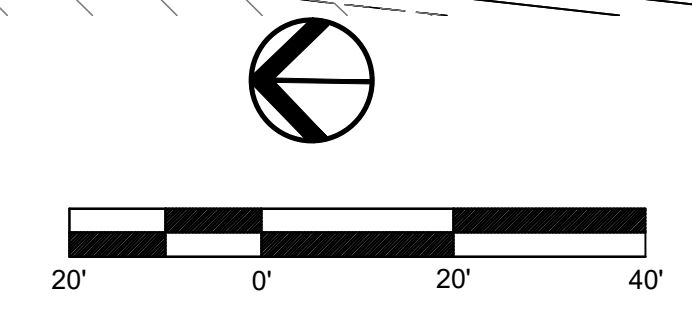
PROJECT NO.
23234
 SCALE
1"=20'
 DATE
July 2024
 SHEET
L-101



Date: _____



MATCH TO SHEET L-101
MATCH TO SHEET L-102

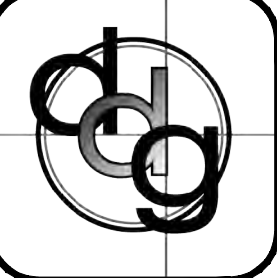


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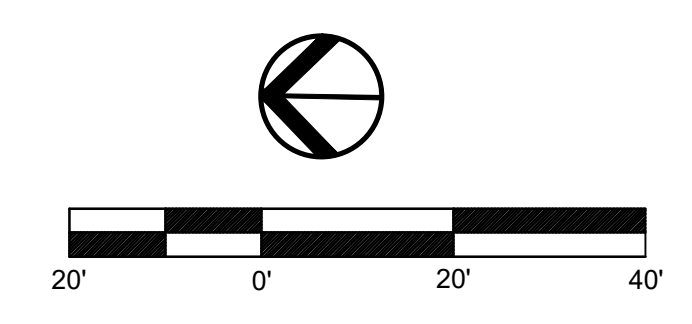
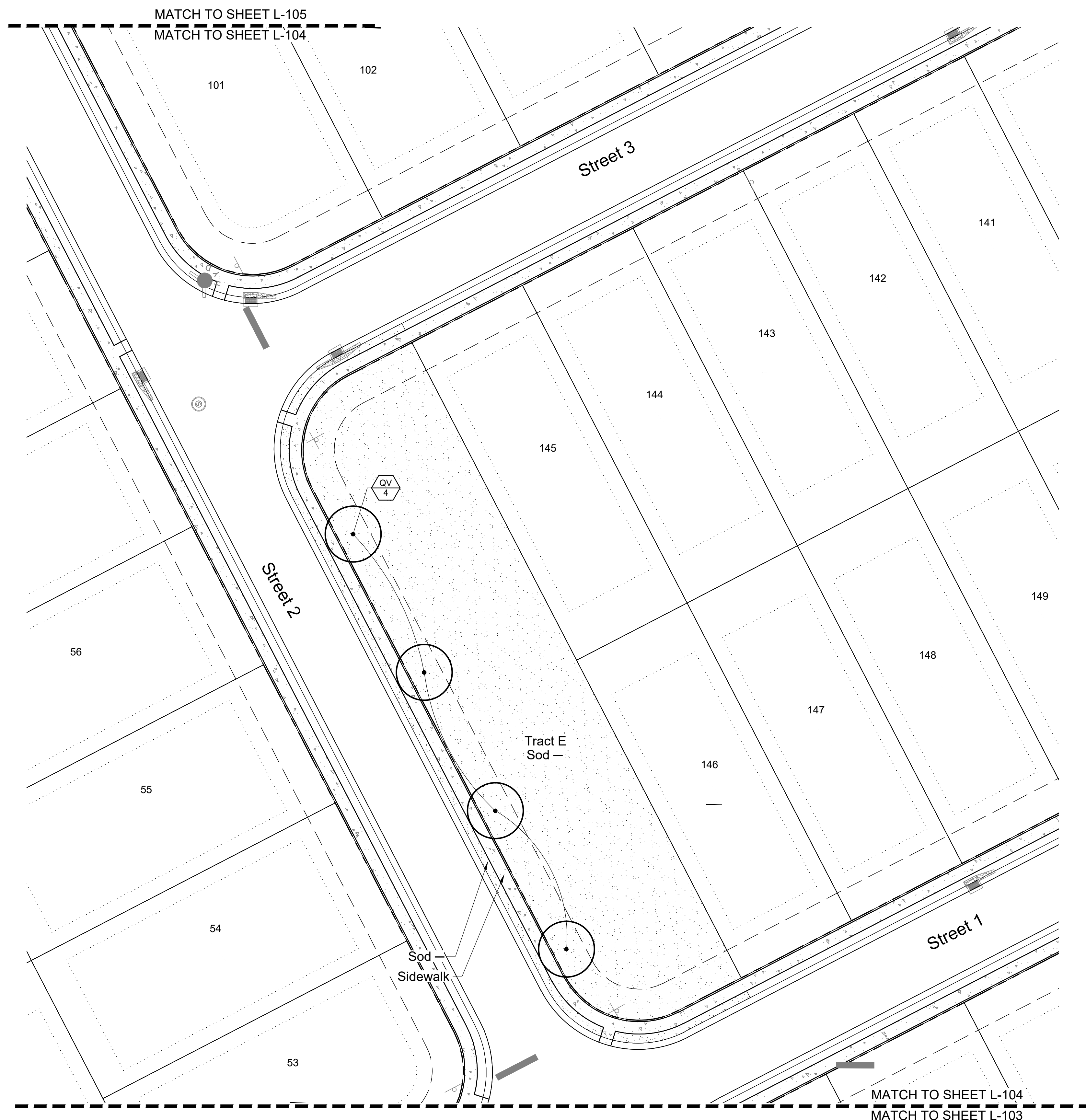
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REV.	DATE	DESCRIPTION	BY

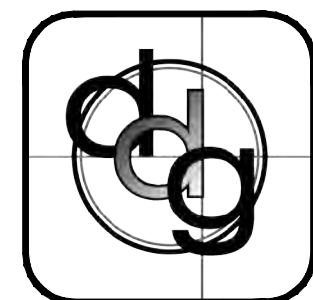
North Village Tracts 'C' & 'H'
 Landscape Plan
 Willowbrook North
 Winter Haven, Florida



PROJECT NO.
23234
 SCALE
1"=20'
 DATE
July 2024
 SHEET
L-102



Date:	
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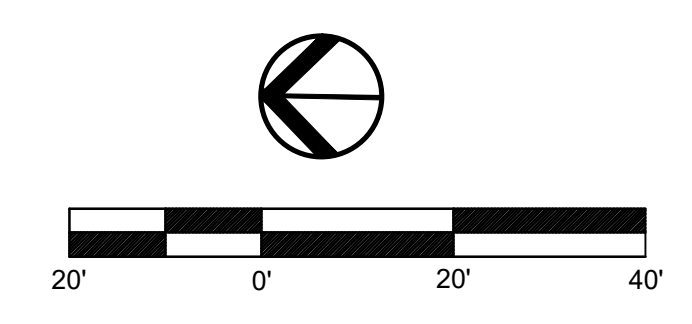
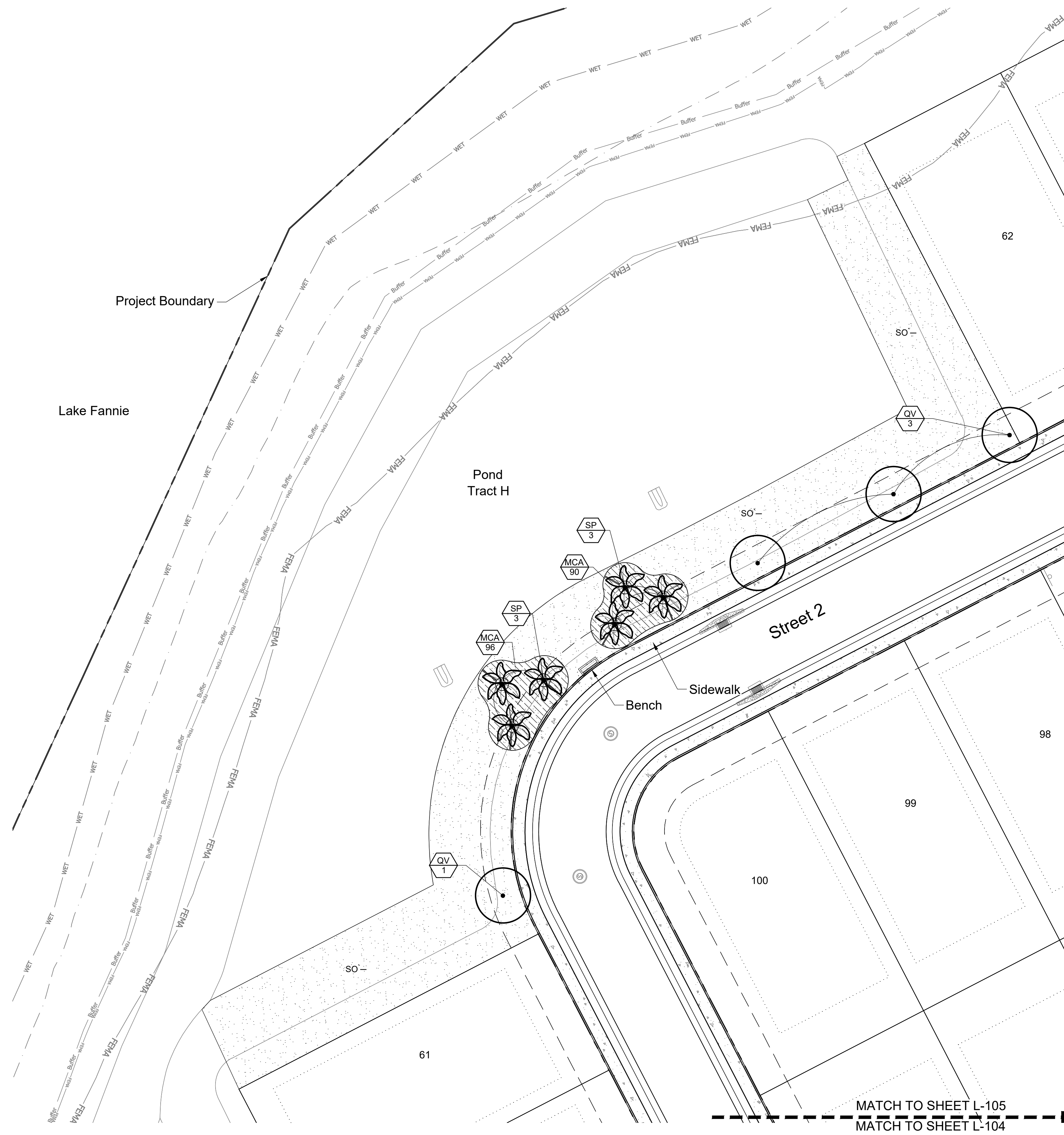


PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
L-104

North Village Tract 'E'
Landscape Plan
Willowbrook North
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

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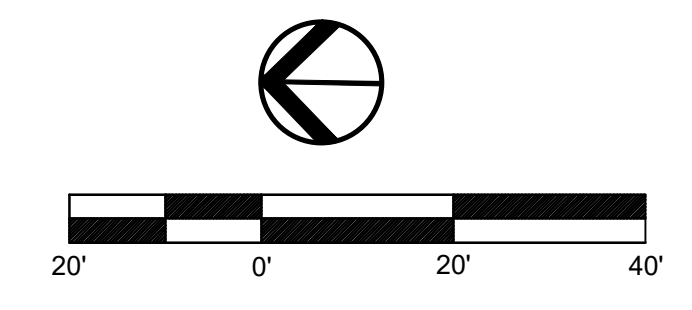


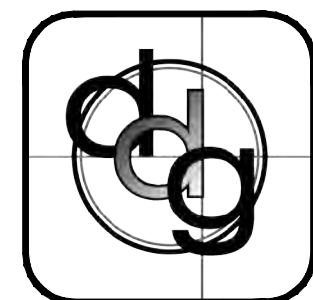
PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
L-105

North Village Tract 'H'
Landscape Plan
Willowbrook North
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

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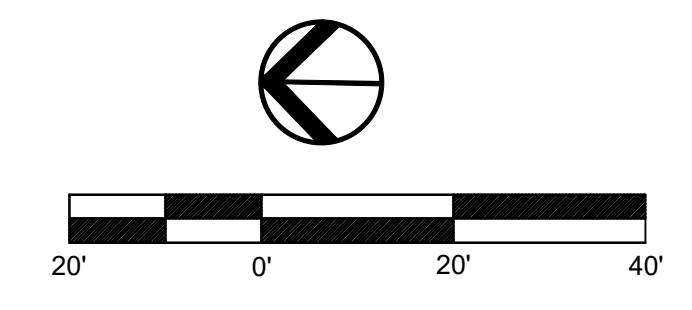
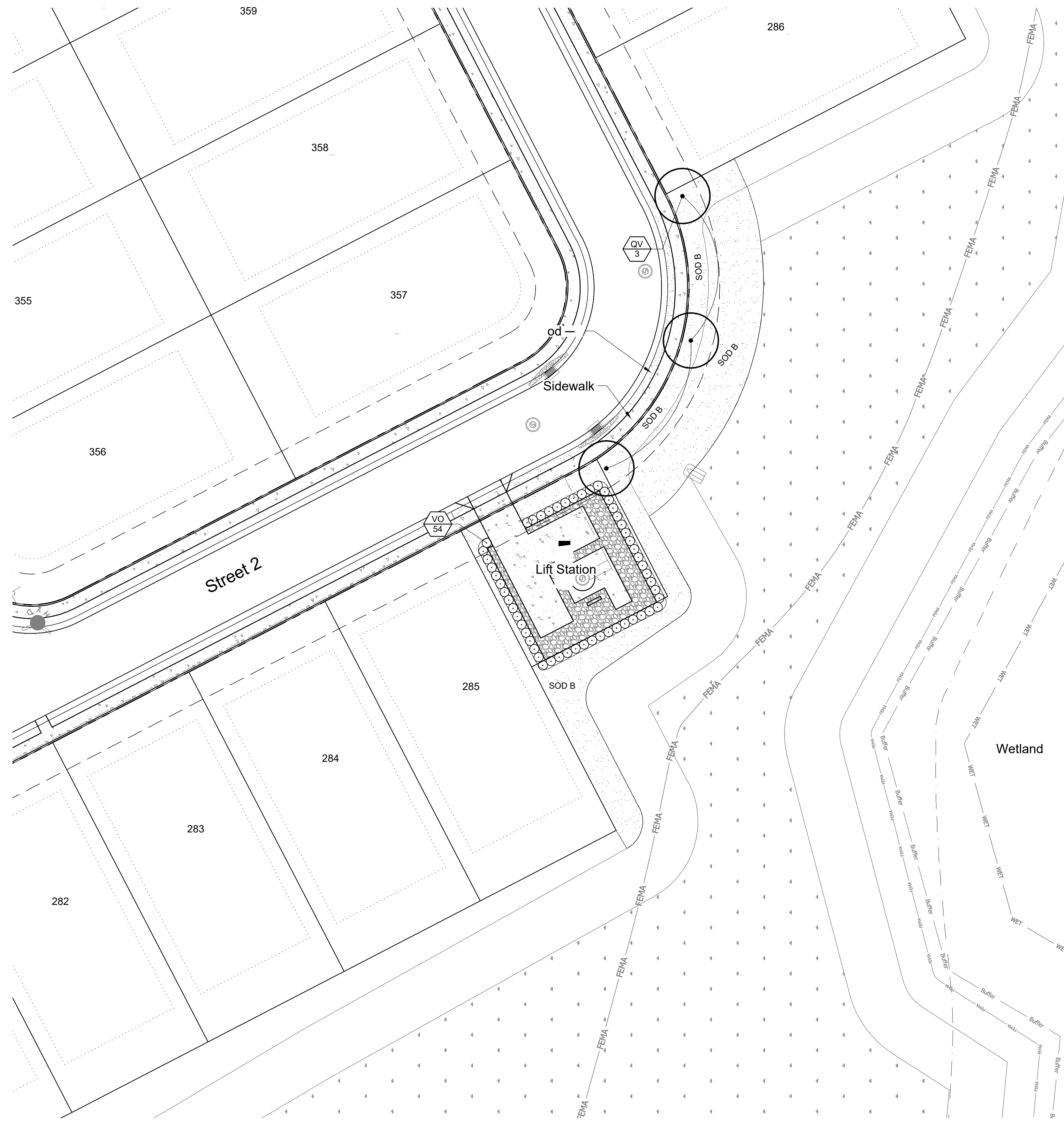


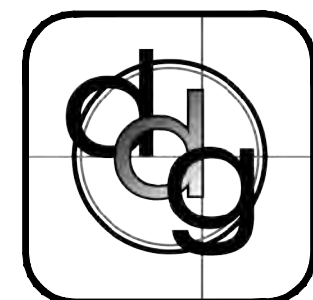
PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
L-106

North Village Tract 'F'
Landscape Plan
Willowbrook North
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

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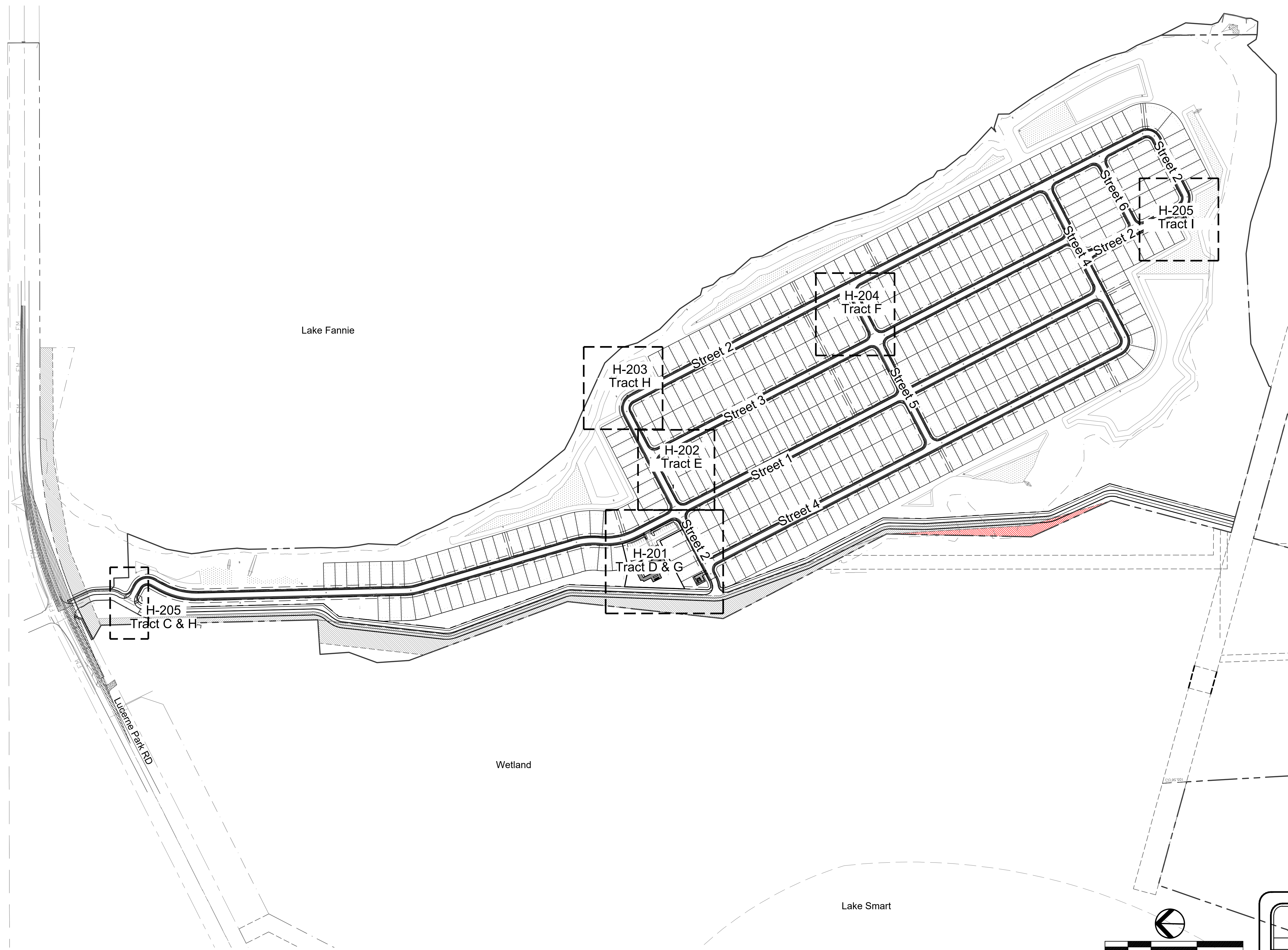


PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
L-107

North Village Tract 'I'
Landscape Plan
Willowbrook North
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

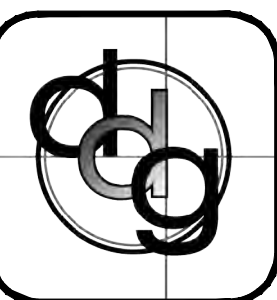
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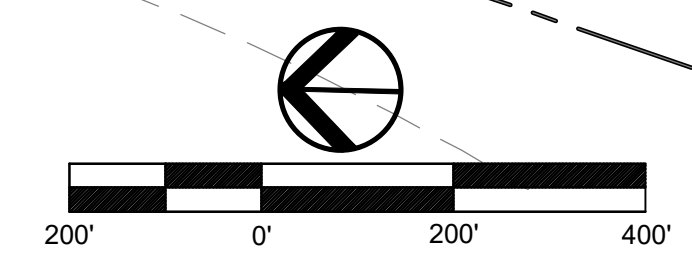
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REV	DATE	DESCRIPTION	BY

Key Sheet
 Hardscape Plan
 Willowbrook North
 Winter Haven, Florida



PROJECT NO.
23234
 SCALE
1"=200'
 DATE
July 2024
 SHEET
K-200

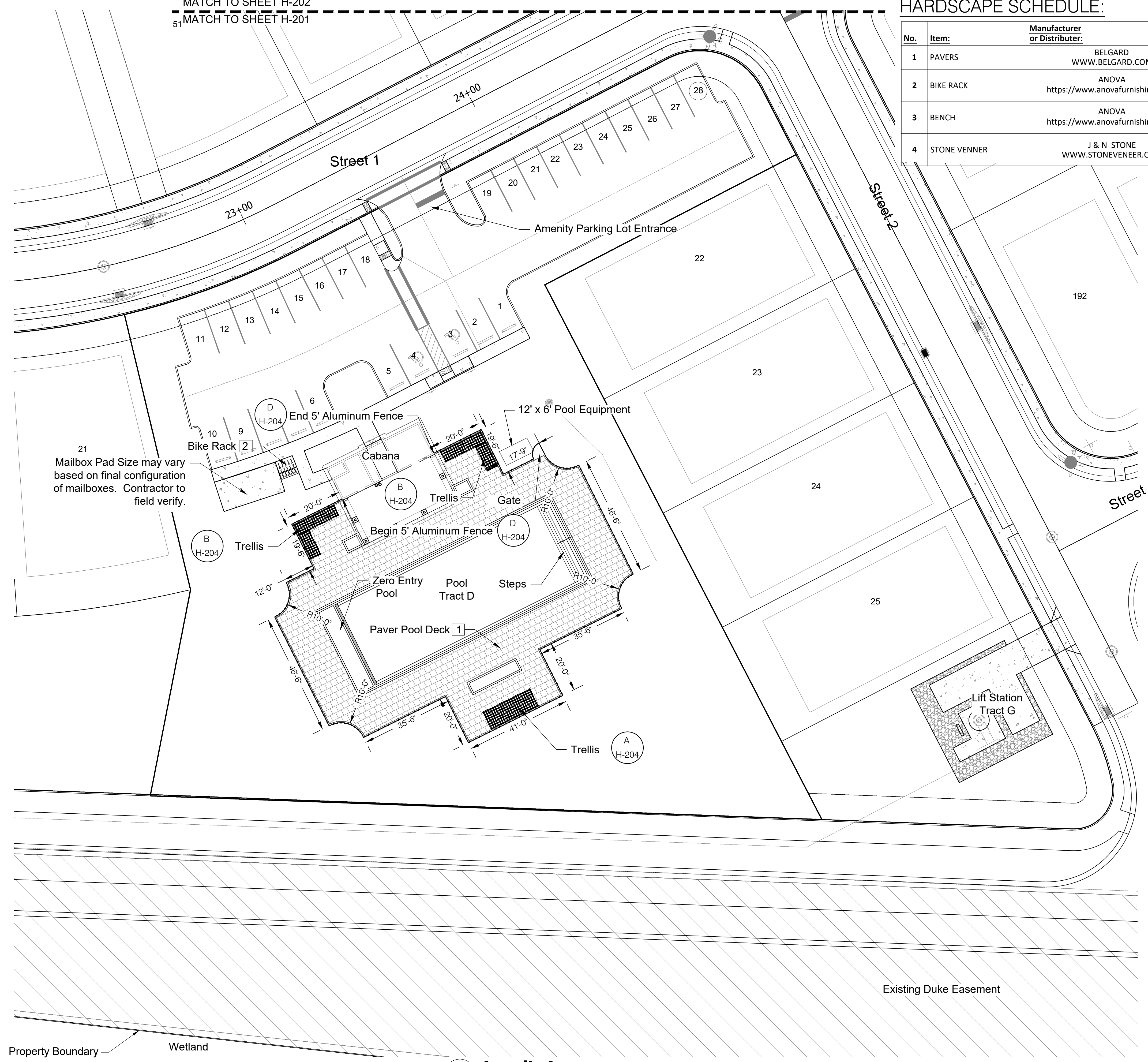


Date:	
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MATCH TO SHEET H-202
 51 MATCH TO SHEET H-201

HARDSCAPE SCHEDULE:

No.	Item:	Manufacturer or Distributer:	Catalogue # or Description:	Notes:
1	PAVERS	BELGARD WWW.BELGARD.COM	CATALINA GRANA PAVES; 3 PIECE SYSTEM (4X8, 8X8, 8X12); COLOR TITANIUM	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL
2	BIKE RACK	ANOVA https://www.anovafurnishings.com	STREETSIDE 5-BIKE / 3 LOOP BIKERACK, POWDER COATED, SURFACE MOUNT; ITEM # LBR5PSURF; COLOR BLACK	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL
3	BENCH	ANOVA https://www.anovafurnishings.com	FROG FURNISHING HERITAGE 6' RECYCLED PLASTIC BENCH WITH CAST ALUMINUM FRAMES; ITEM # RESOL6; COLOR CEDAR; FRAME BLACK	IN GROUND MOUNT; INSTALL PER MANUFACTURES SPECIFICATION; OR EQUAL
4	STONE VENNER	J & N STONE WWW.STONEVENEER.COM	BLUE RIDGE ASHLAR STONE	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL



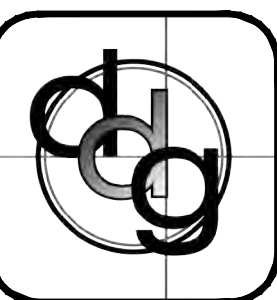
Hardscape Notes:

- CONSTRUCTION DETAILS SHOWN ON THESE PLANS ARE FOR DESIGN PURPOSES ONLY. **THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND STRUCTURAL ENGINEERING TO THE OWNER FOR REVIEW AND APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF ITEMS SHOWN ON THESE PLANS.**
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF DOCUMENTS, PERMIT APPLICATION AND THE SECURING OF BUILDING PERMITS FOR THE PROPOSED IMPROVEMENTS.**
- PLANS AND DETAILS ARE BASED UPON PLANS PREPARED BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES.
- ALL DIMENSIONS SHOWN ARE "ON-CENTER" UNLESS OTHERWISE NOTED.
- UNLESS OTHERWISE NOTED, ALL PRODUCTS IDENTIFIED ON THE PLANS ARE CONSIDERED "OR EQUAL". CONTRACTOR MAY PROPOSE ALTERNATE PRODUCTS AND FINISHES TO OWNER FOR REVIEW AND APPROVAL.
- ALL STUCCO FINISHES ON WALLS, COLUMNS & CAPS WILL BE PAINTED ON BOTH SIDES. OWNER WILL REQUEST PAINT SAMPLES TO BE PROVIDED ON SITE AS PART OF THE SELECTION PROCESS.
- CONTRACTOR TO VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES AT TIME OF BIDDING.
- UNLESS OTHERWISE NOTED ALL ALUMINUM GATES AND FENCING TO BE POWDER COATED BLACK.
- UNLESS OTHERWISE NOTED ALL COLUMNS SHALL BE A MINIMUM 18" FROM THE BACK OF CURB.

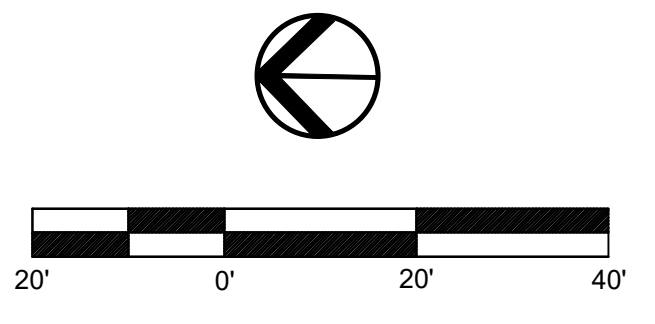
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REV	DATE	DESCRIPTION	BY

North Village Tract 'D' & 'G'
 Hardscape Plan
 Willowbrook North
 Winter Haven, Florida



PROJECT NO.
 23234
 SCALE
 1"=20'
 DATE
 July 2024
 SHEET
 H-201



A
 H-201
 Amenity Area
 Plan View
 SCALE: 1"=20'

Property Boundary Wetland

Existing Duke Easement

21
 Mailbox Pad Size may vary based on final configuration of mailboxes. Contractor to field verify.

End 5' Aluminum Fence
 H-204

B
 H-204
 Trellis

Begin 5' Aluminum Fence
 H-204

A
 H-204
 Trellis

Bike Rack
 2

12' x 6' Pool Equipment
 17'-9"

Paver Pool Deck
 1

Lift Station
 Tract G

Zero Entry Pool
 Pool Tract D

Gate
 H-204

Cabana
 H-204

Trellis
 H-204

End 5' Aluminum Fence
 H-204

Bike Rack
 2

D
 H-204

B
 H-204

D
 H-204

B
 H-204

D
 H-204

B
 H-204

D
 H-204

B
 H-204

D
 H-204

B
 H-204

D
 H-204

B
 H-204

Street 1

Street 2

Street 4

24+00

23+00

Amenity Parking Lot Entrance

22

23

24

25

192

28

27

26

25

24

23

22

21

20

19

18

17

16

15

14

13

12

11

10

9

8

7

6

5

4

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2

1

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-1

-2

-3

-4

-5

-6

-7

-8

-9

-10

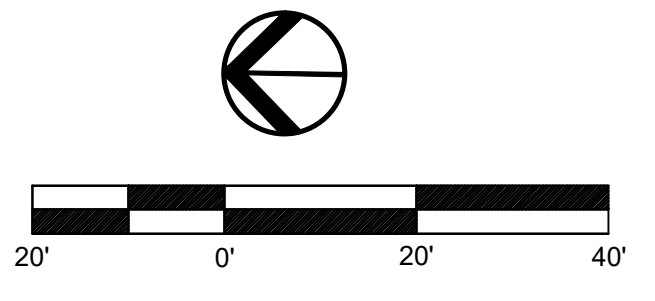
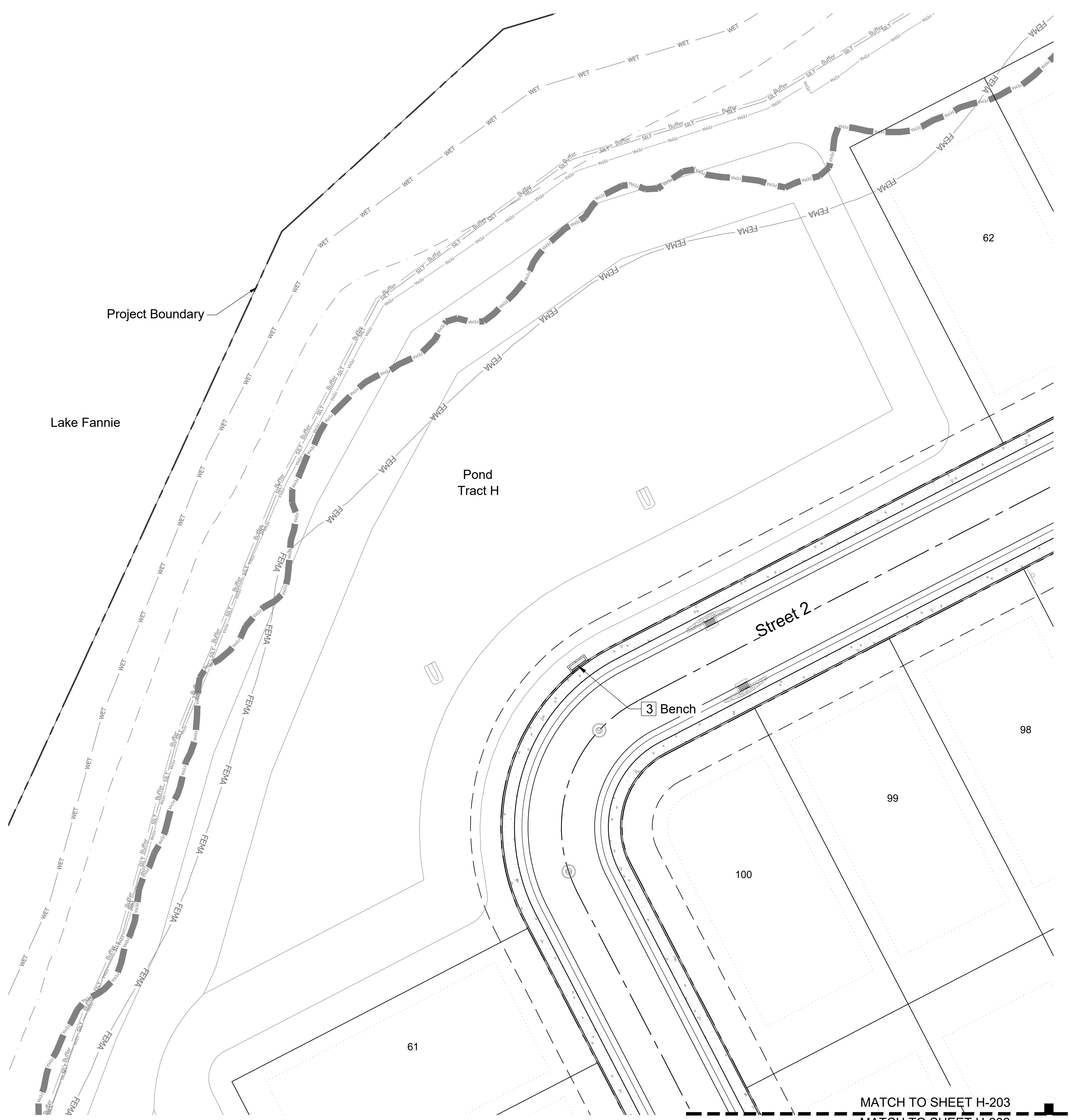
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-12

-13

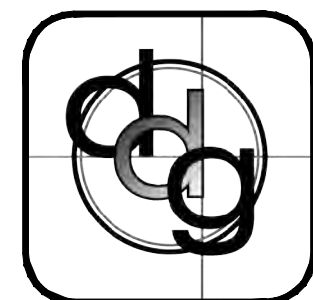
-14

-15



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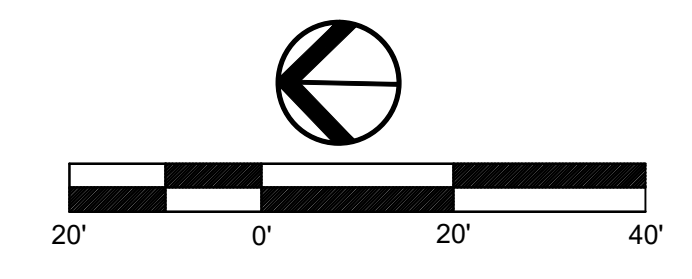
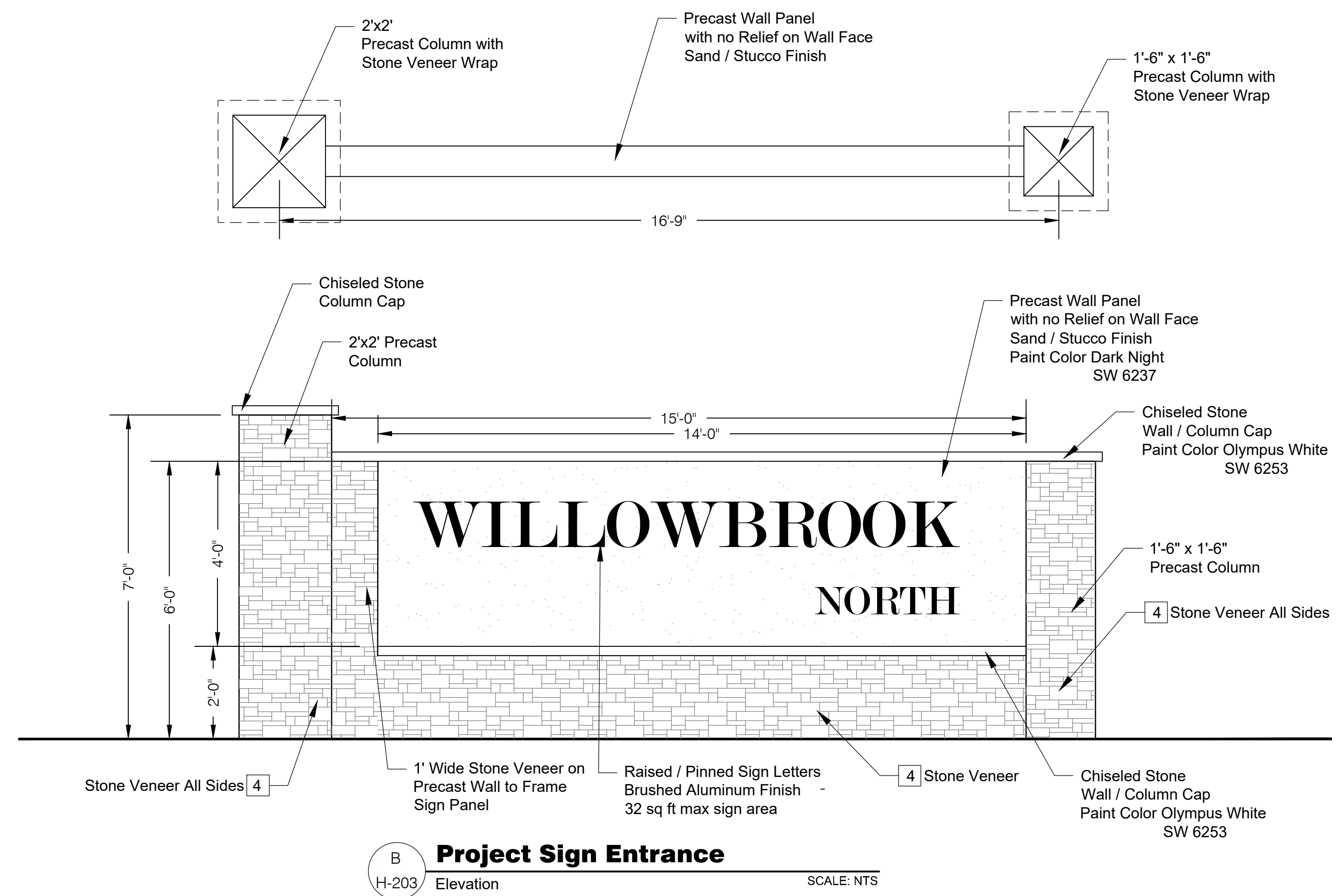
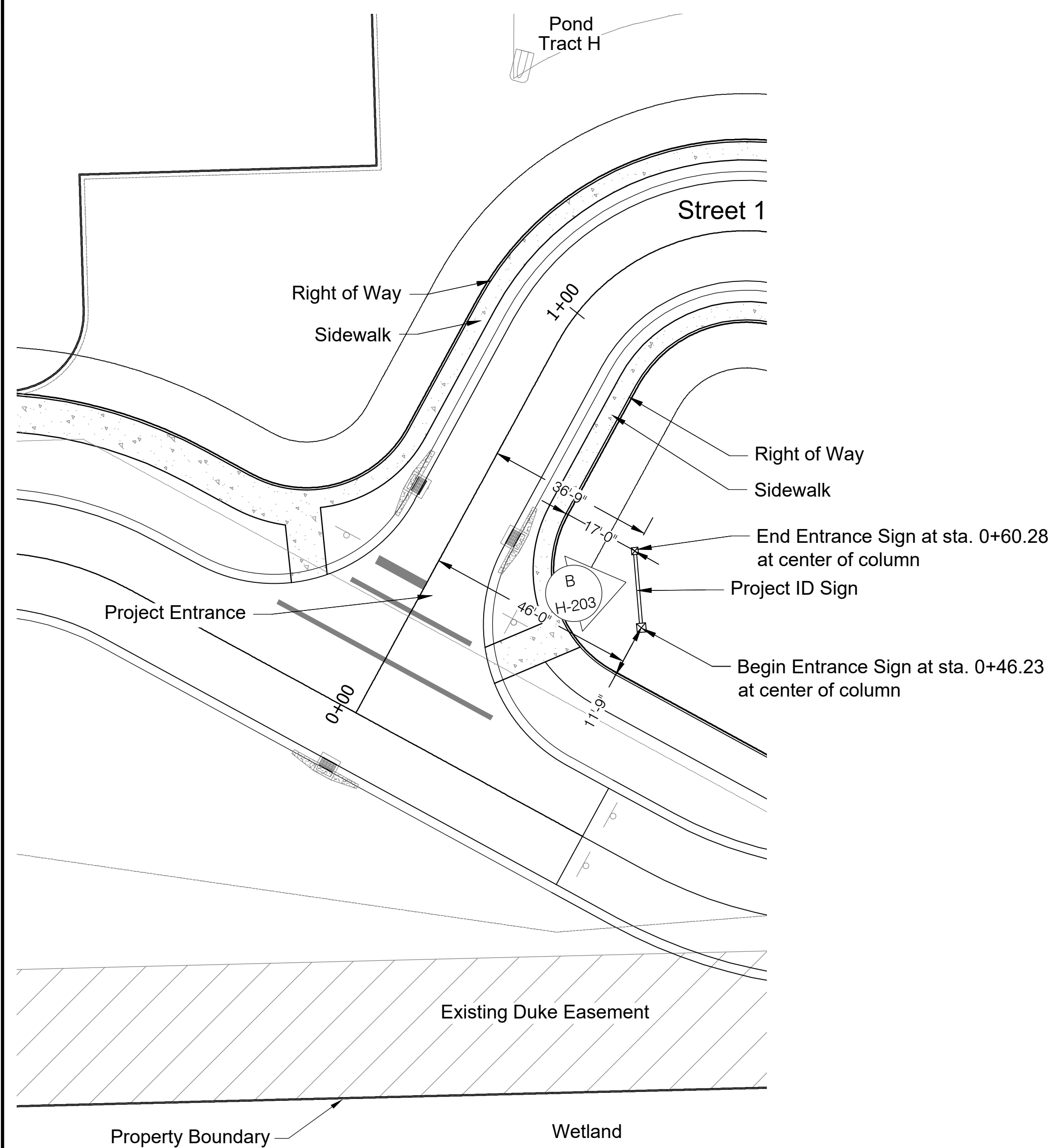
PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
H-202



North Village Tract 'H'
Hardscape Plan
Willowbrook North
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

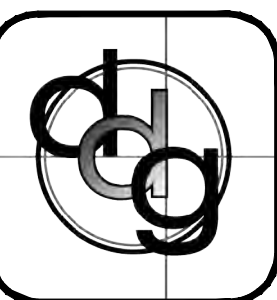
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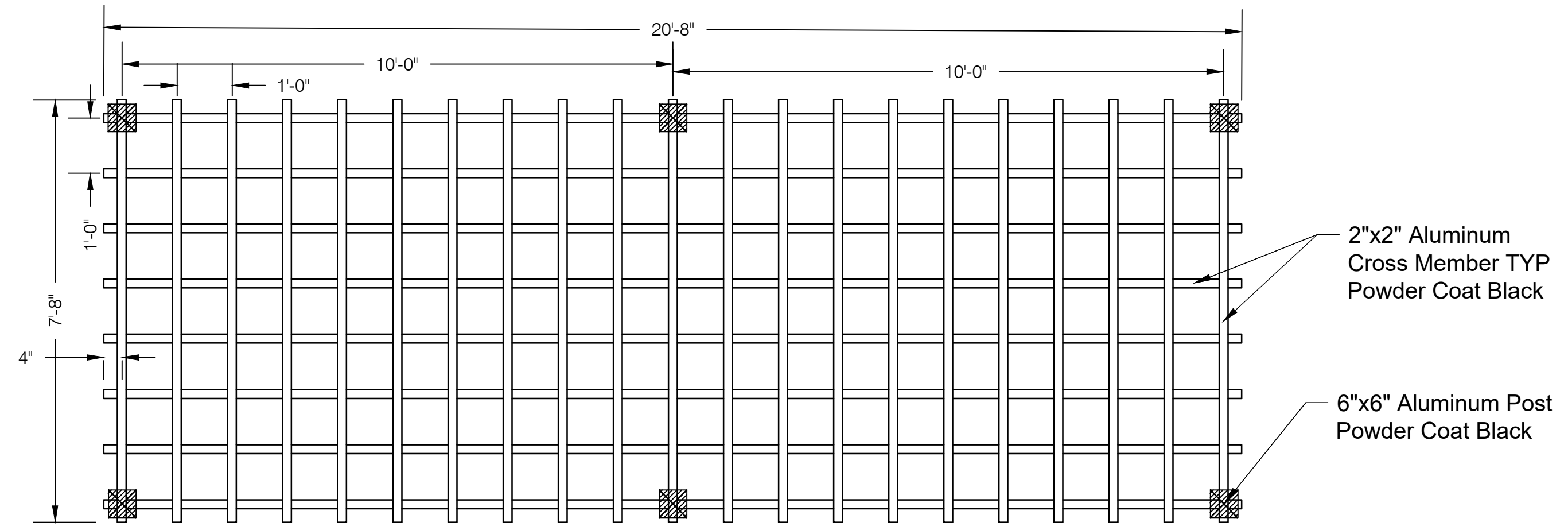
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REV.	DATE	DESCRIPTION	BY

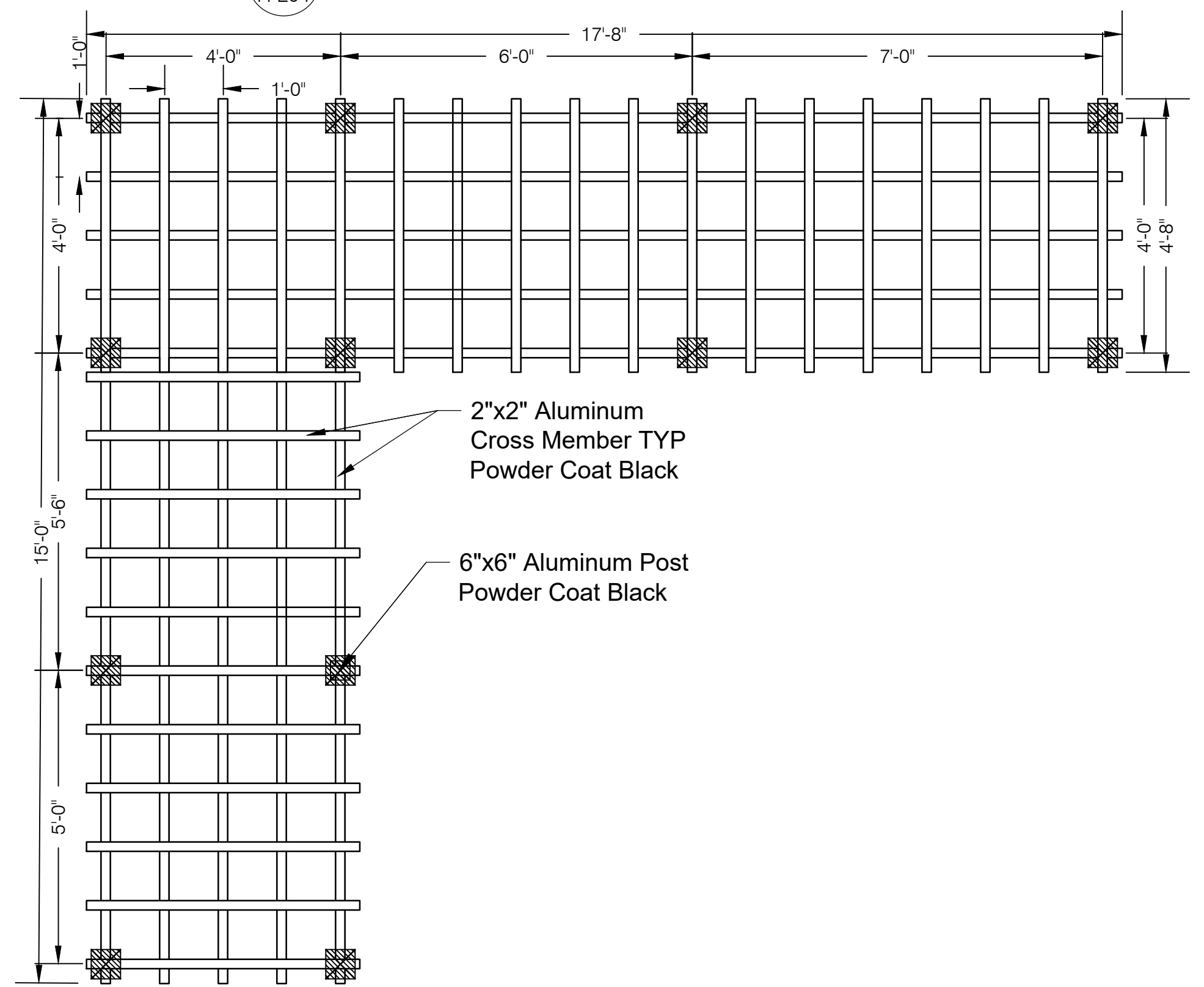
Hardscape Elevation & Details
 Hardscape Plan
 Willowbrook North
 Winter Haven, Florida



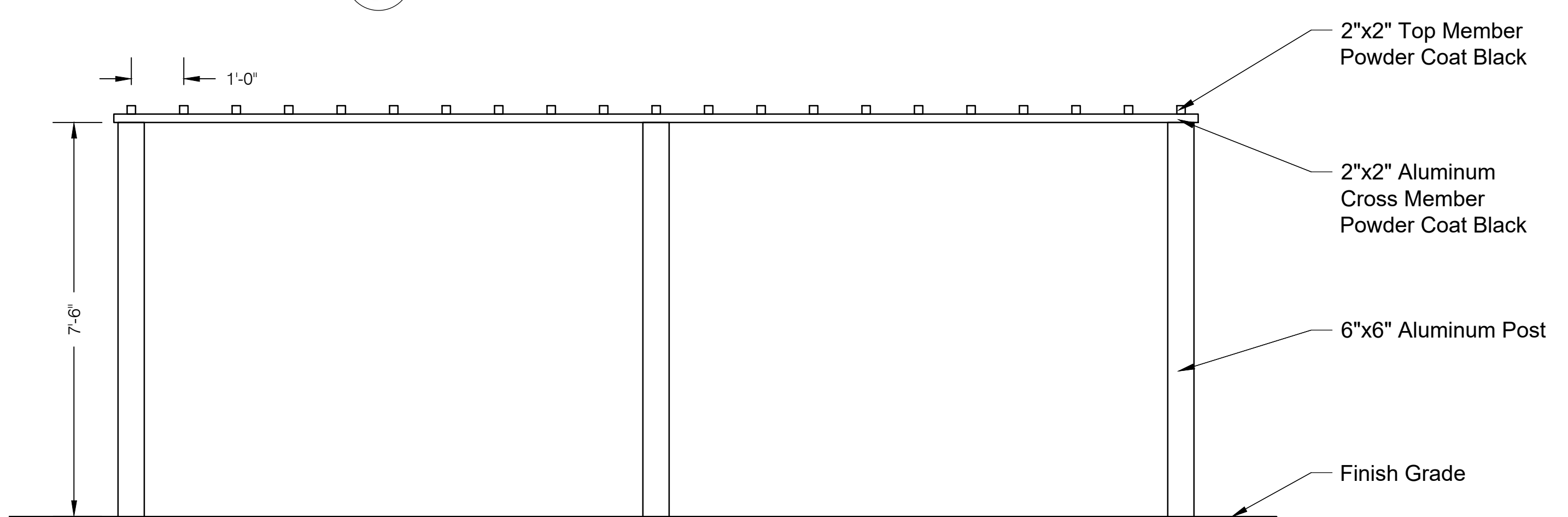
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23234
 SCALE
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 DATE
July 2024
 SHEET
H-203



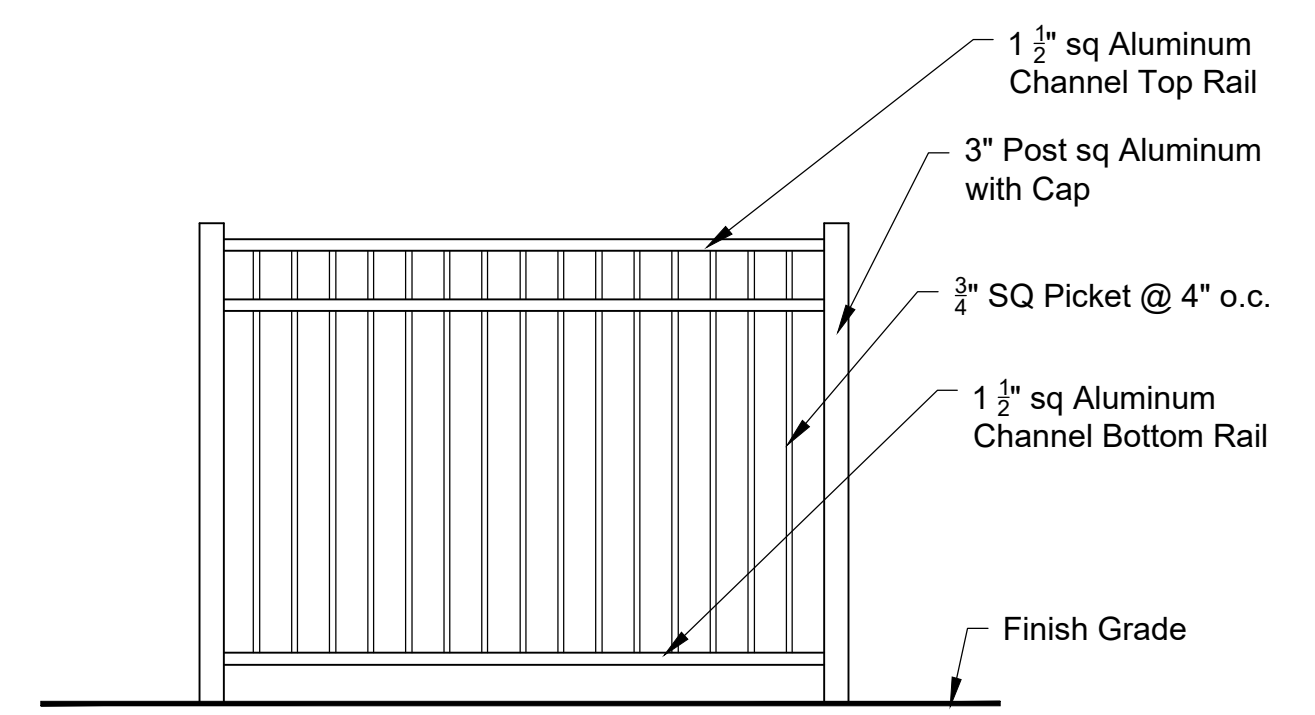
A
H-204
PLAN VIEW TRELLIS
SCALE: NTS



B
H-204
PLAN VIEW TRELLIS
SCALE: NTS



C
H-204
ELEVATION TRELLIS
SCALE: NTS

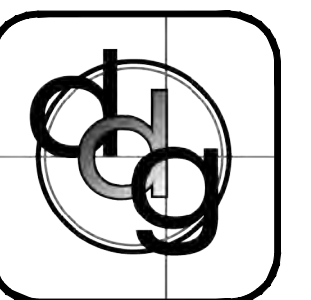


D
H-204
ELEVATION 5' ALUMINUM FENCE
SCALE: NTS

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REV.	DATE	DESCRIPTION	BY

Hardscape Elevation & Details
Hardscape Plan
Willowbrook North
Winter Haven, Florida



PROJECT NO.
23234
SCALE
nts
DATE
July 2024
SHEET
H-204

Date: _____

Irrigation Schedule Entrance & Common Areas

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI		
	Rain Bird 1806 (MPR) 15 Strip Series Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	192	30		
	Rain Bird 1806 (MPR) 8 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	4	30		
	Rain Bird 1806 (MPR) 10 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	19	30		
	Rain Bird 1806 (MPR) 12 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	25	30		
	Rain Bird 1806 (MPR) 15 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	9	30		
	Rain Bird 1804-1400 Flood Tree Bubbler 1401 Flood Bubbler 4.0" popup	83	20		
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
	Rain Bird 5006-R-NP-PC-FC-MPR 25 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle), Arc and Radius as per Symbol. 25 ft = red, 30 ft = green, 35ft = beige. With Non-Potable Purple Cover. Pressure Regulating.	41	35		24'
	Rain Bird 5006-R-NP-PC-FC-MPR 30 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle), Arc and Radius as per Symbol. 25 ft = red, 30 ft = green, 35ft = beige. With Non-Potable Purple Cover. Pressure Regulating.	12	35		30'
	Rain Bird 5006-R-NP-PC-FC-MPR 35 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle), Arc and Radius as per Symbol. 25 ft = red, 30 ft = green, 35ft = beige. With Non-Potable Purple Cover. Pressure Regulating.	52	35		34'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY			
	Area to Receive Dripline Rain Bird XFCV-06-18 XFCV On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve. 0.6 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Great for elevation change. Specify XF insert fittings.	5,193 s.f.			
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY			
	Rain Bird PESBR 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, and Purple Flow Control Handle.	34			
	Rain Bird PESBR-PRS-D (2) 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, Purple Flow Control Handle, and Pressure Regulator Module.	13			
	Hunter XCH-0600-SS with Solar Panel Electromechanical controller, 6 stations, outdoor model, battery-powered. Stainless Steel Cabinet. For residential/commercial use. Compatible with Solar Panel Kit	1			
	Hunter XCH-0600-SS with Solar Panel Electromechanical controller, 6 stations, outdoor model, battery-powered. Stainless Steel Cabinet. For residential/commercial use. Compatible with Solar Panel Kit	1			
	Hunter XCH-0600-SS with Solar Panel Electromechanical controller, 6 stations, outdoor model, battery-powered. Stainless Steel Cabinet. For residential/commercial use. Compatible with Solar Panel Kit	1			
	Hunter XCH-0600-SS with Solar Panel Electromechanical controller, 6 stations, outdoor model, battery-powered. Stainless Steel Cabinet. For residential/commercial use. Compatible with Solar Panel Kit	1			
	Rain Bird ESPLXME2 w/ (1) ESPLXMSM12 24 Station, Traditionally-Wired, Commercial Controller. (1) ESPLXME2 12-Station, Indoor/Outdoor, Plastic Wall-Mount Enclosure w/ (1) ESPLXMSM12 - 12-Station Expansion Modules.	1			
	Rain Bird RSD-BEX Rain Sensor, with metal latching bracket, extension wire.	5			
	Water Meter 1" 1" Potable Water Irrigation Meter	1			
	Water Meter 3/4" 3/4" Reclaim Water Irrigation Meter	1			
	Water Meter 3/4" 3/4" Reclaim Water Irrigation Meter	1			
	Water Meter 3/4" 3/4" Reclaim Water Meter	1			
	Water Meter 3/4" 3/4" Potable Water Meter	1			
	Irrigation Lateral Line: PVC Class 200 SDR 21	9,327 l.f.			
	Irrigation Mainline: PVC Class 200 SDR 21	2,642 l.f.			

Watering Schedule Entrance & Common Areas

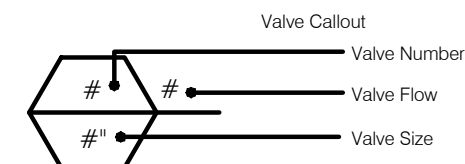
NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Rain Bird PESBR	Turf Spray	1.53 in/h	0.7	28	575	287
2	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	91	44.6	22.3
3	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	663	332
4	Rain Bird PESBR	Turf Spray	1.51 in/h	0.7	28	628	314
5	Rain Bird PESBR	Turf Spray	1.59 in/h	0.7	27	561	280
6	Rain Bird PESBR	Turf Rotor	0.63 in/h	0.7	67	1,281	641
7	Rain Bird PESBR-PRS-D (2)	Bubbler	3.41 in/h	0.65	12	240	120
8	Rain Bird PESBR	Turf Rotor	0.64 in/h	0.7	66	1,319	659
9	Rain Bird PESBR	Turf Spray	1.68 in/h	0.7	25	514	257
10	Rain Bird PESBR	Turf Rotor	0.64 in/h	0.7	66	1,319	659
11	Rain Bird PESBR	Turf Rotor	0.93 in/h	0.7	46	932	466
12	Rain Bird PESBR	Turf Spray	1.55 in/h	0.7	28	576	288
13	Rain Bird PESBR-PRS-D (2)	Bubbler	3.41 in/h	0.65	12	240	120
14	Rain Bird PESBR	Turf Rotor	0.67 in/h	0.7	63	1,090	545
15	Rain Bird PESBR	Turf Spray	1.77 in/h	0.7	24	494	247
16	Rain Bird PESBR	Turf Spray	1.74 in/h	0.7	25	514	257
17	Rain Bird PESBR	Turf Rotor	0.64 in/h	0.7	66	1,319	659
18	Rain Bird PESBR	Turf Spray	1.74 in/h	0.7	25	514	257
19	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	216	108
20	Rain Bird PESBR	Turf Rotor	0.64 in/h	0.7	66	1,319	659
21	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	758	379
22	Rain Bird PESBR	Turf Spray	1.67 in/h	0.7	26	202	101
23	Rain Bird PESBR	Turf Rotor	0.64 in/h	0.7	67	448	223
24	Rain Bird PESBR	Turf Rotor	0.67 in/h	0.7	63	1,199	599
25	Rain Bird PESBR	Turf Spray	1.77 in/h	0.7	24	494	247
26	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	36	18
27	Rain Bird PESBR	Turf Rotor	0.68 in/h	0.7	63	491	246
28	Rain Bird PESBR	Turf Spray	1.66 in/h	0.7	26	170	85.0
47	Rain Bird PESBR	Turf Spray	1.59 in/h	0.7	27	334	167
48	Rain Bird PESBR	Turf Rotor	0.55 in/h	0.7	76	796	398
49	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	48	24
50	Rain Bird PESBR	Turf Rotor	0.54 in/h	0.7	78	1,077	539
51	Rain Bird PESBR	Turf Spray	1.55 in/h	0.7	28	346	173
52	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	460	230
53	Rain Bird PESBR	Turf Spray	0.78 in/h	0.7	54	299	150
54	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	120	60
55	Rain Bird PESBR	Turf Rotor	0.64 in/h	0.7	66	1,034	517
56	Rain Bird PESBR	Turf Rotor	0.56 in/h	0.7	76	796	398
57	Rain Bird PESBR	Turf Spray	1.59 in/h	0.7	27	334	167
58	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	48	24
59	Rain Bird PESBR	Turf Rotor	0.58 in/h	0.7	73	1,008	504
60	Rain Bird PESBR	Turf Spray	1.54 in/h	0.7	28	312	156
61	Rain Bird PESBR	Turf Spray	1.43 in/h	0.7	30	156	78
62	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	197	98.4
63	Rain Bird PESBR	Turf Spray	1.44 in/h	0.7	30	313	156
64	Rain Bird PESBR	Turf Rotor	0.65 in/h	0.7	65	473	237
65	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	36	18
TOTALS:					2,132	26,342	13,171

Watering Schedule Amenity Area & Lift Station

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
29	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	378	189
30	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	243	121
31	Rain Bird PESBR	Turf Spray	1.53 in/h	0.7	28	580	290
32	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	192	96.1
33	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	443	222
34	Rain Bird PESBR	Turf Spray	1.78 in/h	0.7	24	326	163
35	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	216	108
36	Rain Bird PESBR	Turf Spray	1.41 in/h	0.7	30	441	221
37	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.42 in/h	0.65	93	482	231
38	Rain Bird PESBR	Turf Spray	1.23 in/h	0.7	35	649	324
39	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	91	612	306
40	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.42 in/h	0.65	93	988	494
41	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	240	120
42	Rain Bird PESBR	Turf Spray	1.01 in/h	0.7	42	578	289
43	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	455	228
44	Rain Bird PESBR	Turf Spray	1.5 in/h	0.7	29	408	204
45	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	203	102
46	Rain Bird PESBR-PRS-D (2)	Bubbler	3.48 in/h	0.65	12	228	114
TOTALS:					1,053	7,643	3,821

Irrigation Schedule Amenity Area & Lift Station

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	Rain Bird 1806 (MPR) 15 Strip Series Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	36	30
	Rain Bird 1806 (MPR) 8 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	15	30
	Rain Bird 1806 (MPR) 10 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	2	30
	Rain Bird 1806 (MPR) 12 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	21	30
	Rain Bird 1806 (MPR) 15 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	25	30
	Rain Bird 1804-1400 Flood Tree Bubbler 1401 Flood Bubbler 4.0" popup	57	20
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Area to Receive Dripline Rain Bird XFCV-06-18 XFCV On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve. 0.6 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Great for elevation change. Specify XF insert fittings.	10,729 s.f.	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Rain Bird PESBR 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, and Purple Flow Control Handle.	6	
	Rain Bird PESBR-PRS-D (2) 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, Purple Flow Control Handle, and Pressure Regulator Module.	12	
	Febco 825YA 1" Reduced Pressure Backflow Preventer	1	
	Rain Bird ESPLXME2 w/ (1) ESPLXMSM12 24 Station, Traditionally-Wired, Commercial Controller. (1) ESPLXME2 12-Station, Indoor/Outdoor, Plastic Wall-Mount Enclosure w/ (1) ESPLXMSM12 - 12-Station Expansion Modules.	1	
	Rain Bird RSD-BEX Rain Sensor, with metal latching bracket, extension wire.	1	
	Water Meter 1" 1" Potable Water Irrigation Meter	1	
	Irrigation Lateral Line: PVC Class 200 SDR 21	3,900 l.f.	
	Irrigation Mainline: PVC Class 200 SDR 21	861.0 l.f.	



IRRIGATION SYSTEM PERFORMANCE NOTES

- IRRIGATION SYSTEM AS SHOWN IS DESIGNED TO OPERATE OFF A RECLAIM WATER SOURCE WITH A PROVIDING A MINIMUM PSI OF 45 AT THE SOURCE
- HEAD LAYOUT BASED ON BASE INFORMATION PROVIDED. HEADS SHALL BE ADJUSTED TO ACCOMMODATE FIELD VARIATIONS WHILE MAINTAINING 100% COVERAGE AND MINIMIZING OVER SPRAY ONTO PAVED AREAS AND BUILDINGS.
- LATERAL PIPE SHALL BE SIZED SO THAT WATER VELOCITY DOES NOT EXCEED 5 FEET PER SECOND. MAXIMUM GPM PER PIPE SIZE AS FOLLOWS:

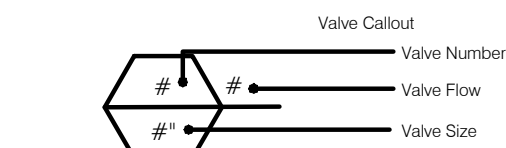
3/4" PIPE	8 GPM
1" PIPE	14 GPM
1 1/4" PIPE	24 GPM
1 1/2" PIPE	36 GPM
2" PIPE	50 GPM
2 1/2" PIPE	80 GPM
3" PIPE	120 GPM
4" PIPE	200 GPM
6" PIPE	450 GPM

NOTE:

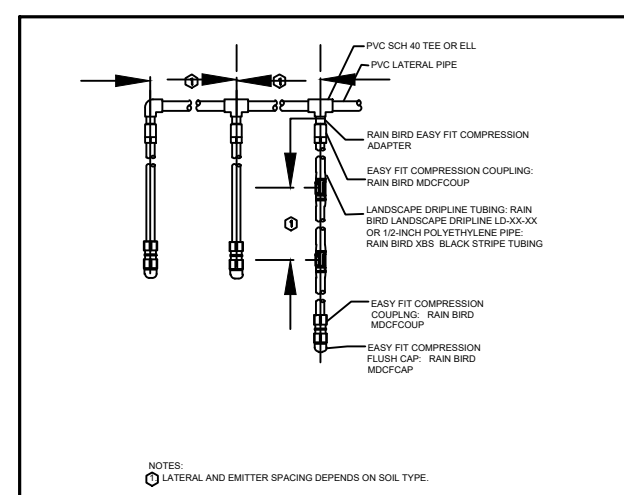
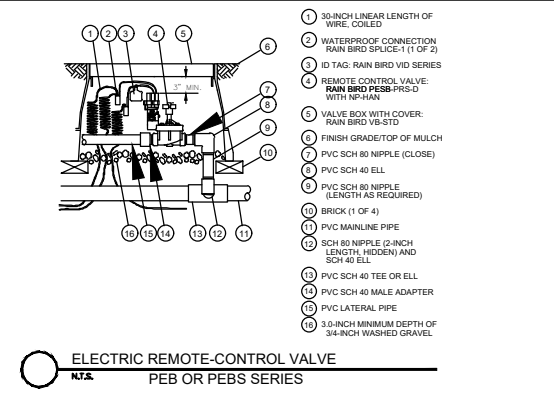
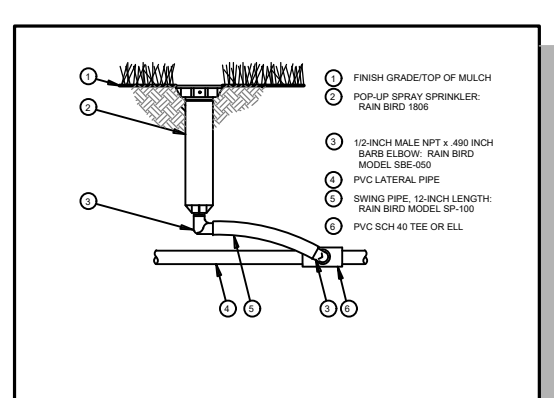
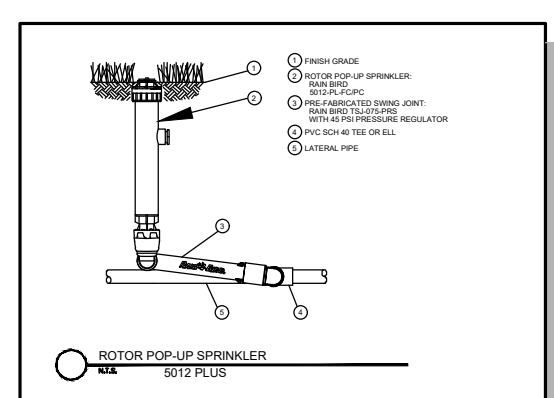
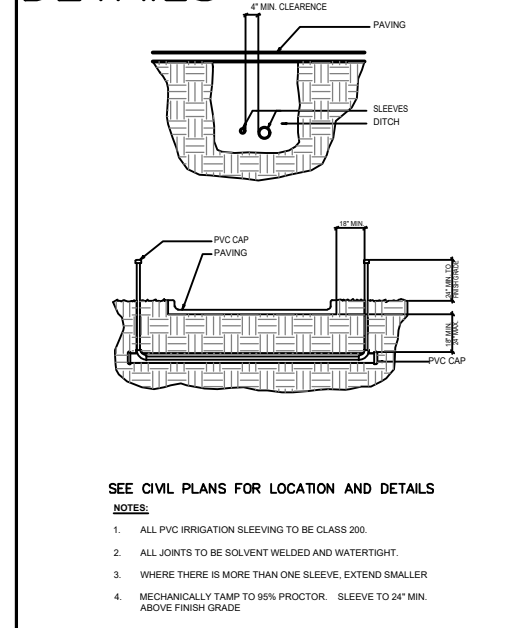
- LAND FIX IRRIGATION WAS UTILIZED TO DESIGN THE IRRIGATION SYSTEM.
- MAINLINE, LATERAL PIPE & CONTROL VALVES SHOWN IN HARDSCAPE/BUILDINGS AREAS OR OUTSIDE OF PROPERTY LINES IS FOR CLARITY ONLY. INSTALL PIPE AND EQUIPMENT IN GREEN SPACE AND WITHIN PROPERTY LINES.

GENERAL NOTES

- REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREE AND SHRUB LOCATIONS.
- ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER AND ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- ALL POP-UP ROTOR AND SPRAY HEADS SHALL BE INSTALLED USING AN 18" PVC FLEX PIPE CONNECTION. CONTRACTOR SHALL NOT USE FUNNY PIPE.
- PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS, THE SMALLEST LATERAL, PIPE SIZE TO A SINGLE SPRAY OR ROTOR HEAD SHALL BE 1/2".
- ALL RISERS SHALL BE STAKED WITH A 1" METAL DOWEL AND SECURED WITH UV RESISTANT PLASTIC CABLE TIES. RISERS AND DOWEL SHALL BE PAINTED FLAT BLACK.
- ALL REMOTE CONTROL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES.
- THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
- CONTROL WIRE SHALL BE 14-1 UF DIRECT BURIAL COLORED RED FOR CONTROL WIRES AND WHITE FOR COMMON WIRE. NO CROSS CONNECTION BETWEEN CONTROLLERS SHALL BE ALLOWED. WIRE SPLICES SHALL BE MADE ONLY IN VALVE BOXES USING RAINBIRD "SNAP-TITE" CONNECTORS.
- ANY PIPING OR VALVES SHOWN OUTSIDE THE PROPERTY LINE OR OUTSIDE OF A LANDSCAPE AREA IN SHOWN THERE FOR DESIGN CLARITY ONLY. ALL PIPING AND VALVES SHALL BE INSTALLED ON THE PROPERTY AND WITHIN LANDSCAPE AREAS.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH, AND EXERCISE CARE SO AS TO NOT DAMAGE ANY EXISTING BERMS, WALLS, STRUCTURES, PLANT MATERIALS AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIR OR REPLACEMENT OF ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF SLEEVES AND PIPING THROUGH WALLS, UNDER ROADWAYS AND PAVING, ETC.
- DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN ARE DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATIONS IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS.
- FINAL LOCATION OF THE AUTOMATIC CONTROLLER(S) SHALL BE APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.
- ELECTRICAL SERVICE TO ALL EQUIPMENT SHALL BE PROVIDED TO A JUNCTION BOX AT THE EQUIPMENT LOCATION, (BY OTHERS, NOT A PART OF THIS CONTRACT) THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CONNECTION FROM THE JUNCTION BOX TO ALL EQUIPMENT.
- THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES TO PROVIDE OPTIMUM COVERAGE WITH MINIMAL OVERSPRAY ONTO WALKS, STREETS, WALLS, ETC. IN ORDER TO ACCOMPLISH THIS, THE CONTRACTOR MAY SUBSTITUTE VARIABLE ARC NOZZLES IN PLACE OF THE SPECIFIED FIXED ARC NOZZLES WHERE NECESSARY. PRESSURE COMPENSATING SCREENS MAY ALSO BE USED TO REDUCE SPRAY DISTANCE.
- THE CONTRACTOR SHALL COMPLETE ALL WORK IN ACCORDANCE WITH ALL PREVAILING LAWS, CODES AND REGULATIONS.
- ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. A COPY OF THE ORIGINAL PLAN MAY BE OBTAINED FROM THE LANDSCAPE ARCHITECT FOR A FEE. THE AS-BUILT DRAWING SHALL LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES.
- ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
- SLEEVES SHALL BE PLACE UNDER PAVEMENT AS SHOWN ON PLANS AND SHALL BE A MINIMUM OF 2X THE SIZE OF THE IRRIGATION PIPE.
- CONTRACTOR SHALL PERFORM PRESSURE AND VOLUME TEST ON IRRIGATION WATER SOURCE OVER A CONTINUOUS 24 HOUR PERIOD PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION WORK, SHOULD THE AVAILABLE SUPPLY NOT BE ADEQUATE TO MEET THE DEMANDS OF THE IRRIGATION SYSTEM AS DESIGNED THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION FOR DESIGN MODIFICATIONS.
- ALL IRRIGATION PIPES, SPRINKLER CAPS AND VALVE BOX COVERS SHALL BE PURPLE TO DENOTE REUSE WATER. CONTRACTOR TO PROVIDE SIGNAGE AT ALL PROJECT ENTRANCES DENOTING REUSE IRRIGATION WATER. SEE CIVIL PLAN FOR LOCATION AND DETAIL.



DETAILS



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Lake Fannie

Property Boundary

Pond
Tract H

Tract H

Street 1

Tract C

Existing Duke Easement

Wetland

Property Boundary

MATCH TO SHEET I-301
MATCH TO SHEET I-302

Point of Connection
1" Reclaim Water
Irrigation Meter

Irrigation Controller
and Rain Check Gage

2.5" Irrigation Mainline

6" 4" 2" Irrigation Sleeves

7.21
3
1"

20.5
1
1"

0.49
2
1"

4
1"
22.4

5
1"
20.8

6
1"
19.1

11
1"
20.3

12
1"
20.6

7
1"
20

8
1"
20.0

9
1"
20.6

20.0
10
1"

13
1"
20

14
1"
17.3

15
1"
20.6

North Village Entrance Tracts 'C' & 'H'

Irrigation Plan

Willowbrook North

Winter Haven, Florida

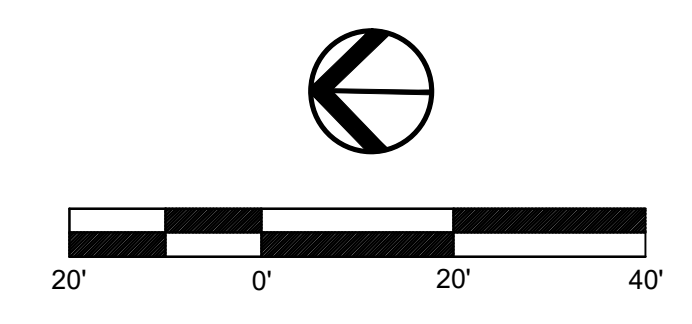
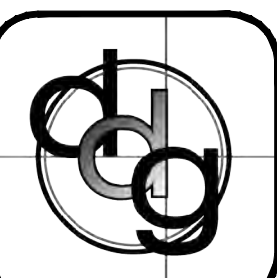
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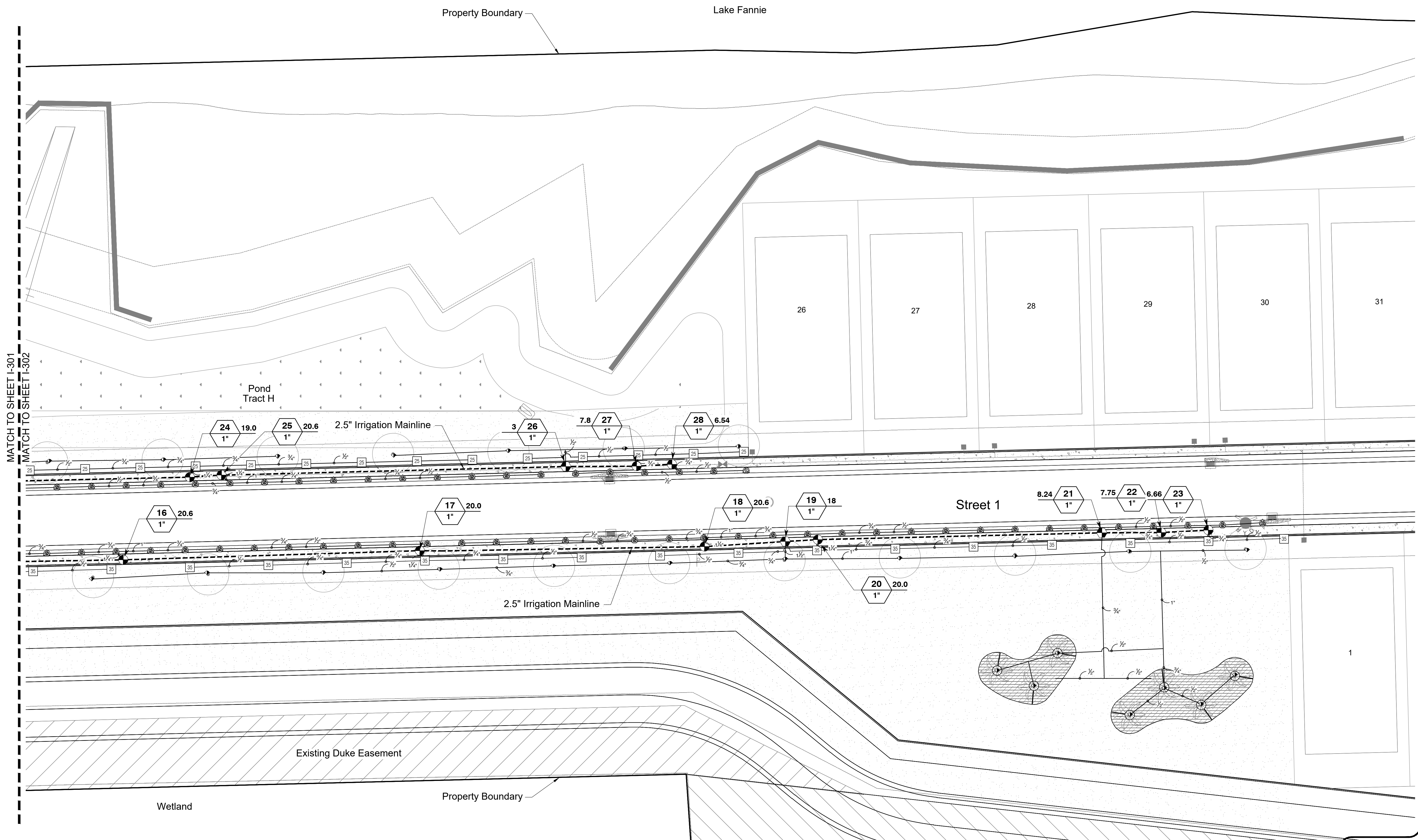
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REV.	DATE	DESCRIPTION	BY

PROJECT NO. 23234
SCALE 1"=20'
DATE July 2024
SHEET I-301



Date: _____

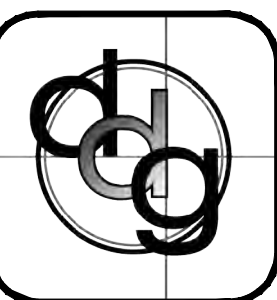


MATCH TO SHEET I-301
MATCH TO SHEET I-302

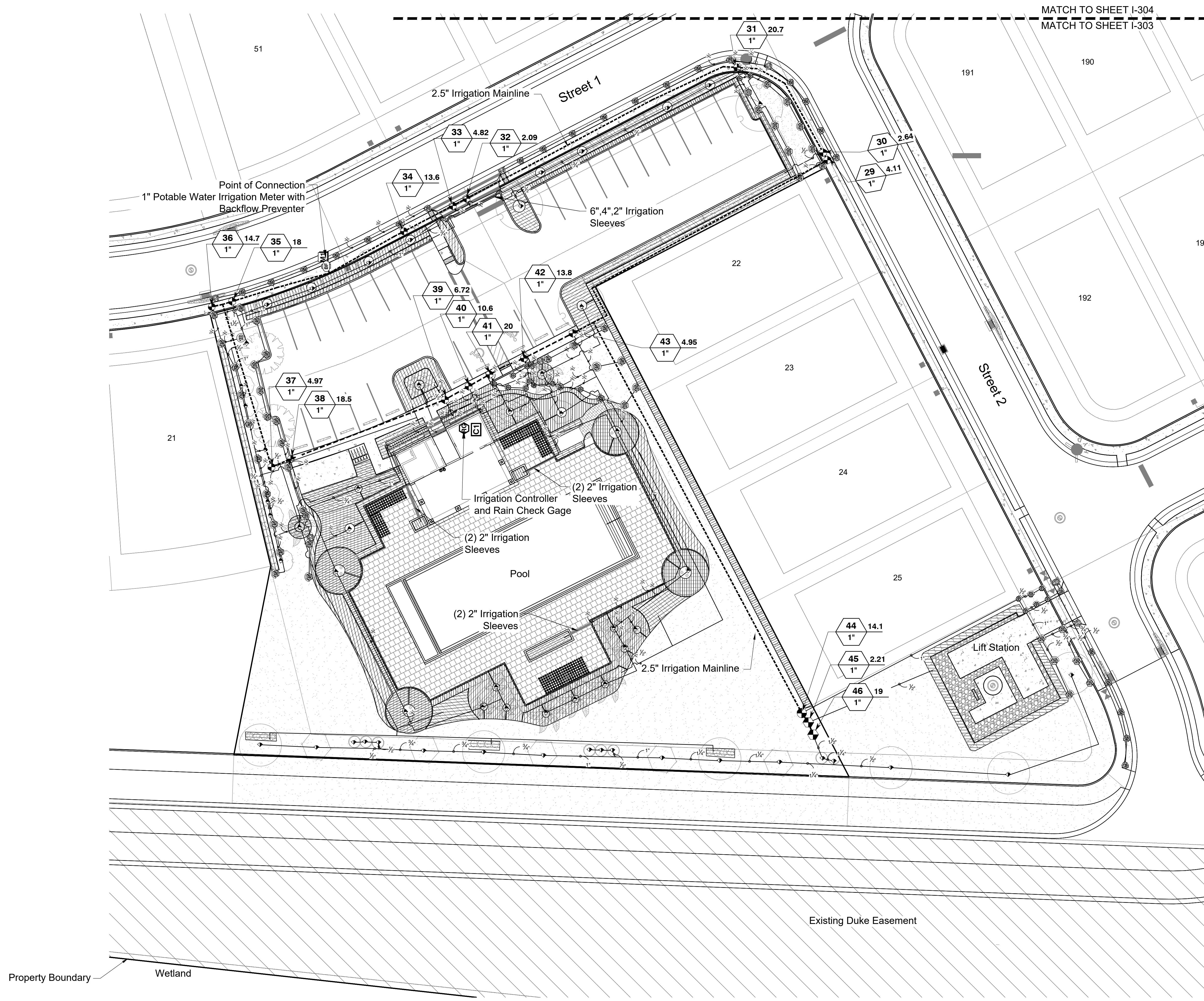
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REV	DATE	DESCRIPTION	BY

North Village Tracts 'C' & 'H'
Irrigation Plan
Willowbrook North
Winter Haven, Florida



PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
I-302



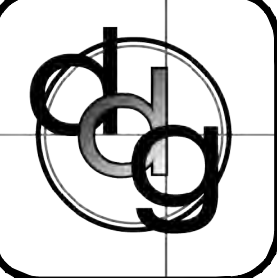
MATCH TO SHEET I-304
 MATCH TO SHEET I-303

Property Boundary
 Wetland

Existing Duke Easement



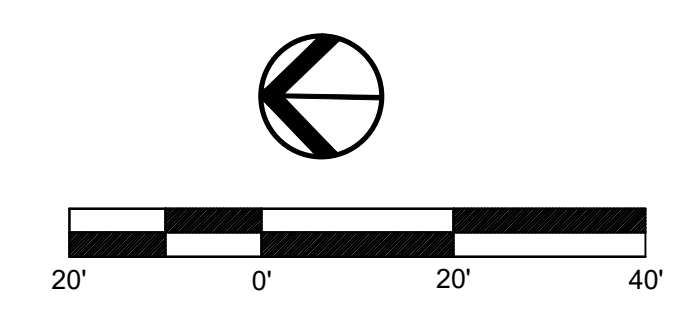
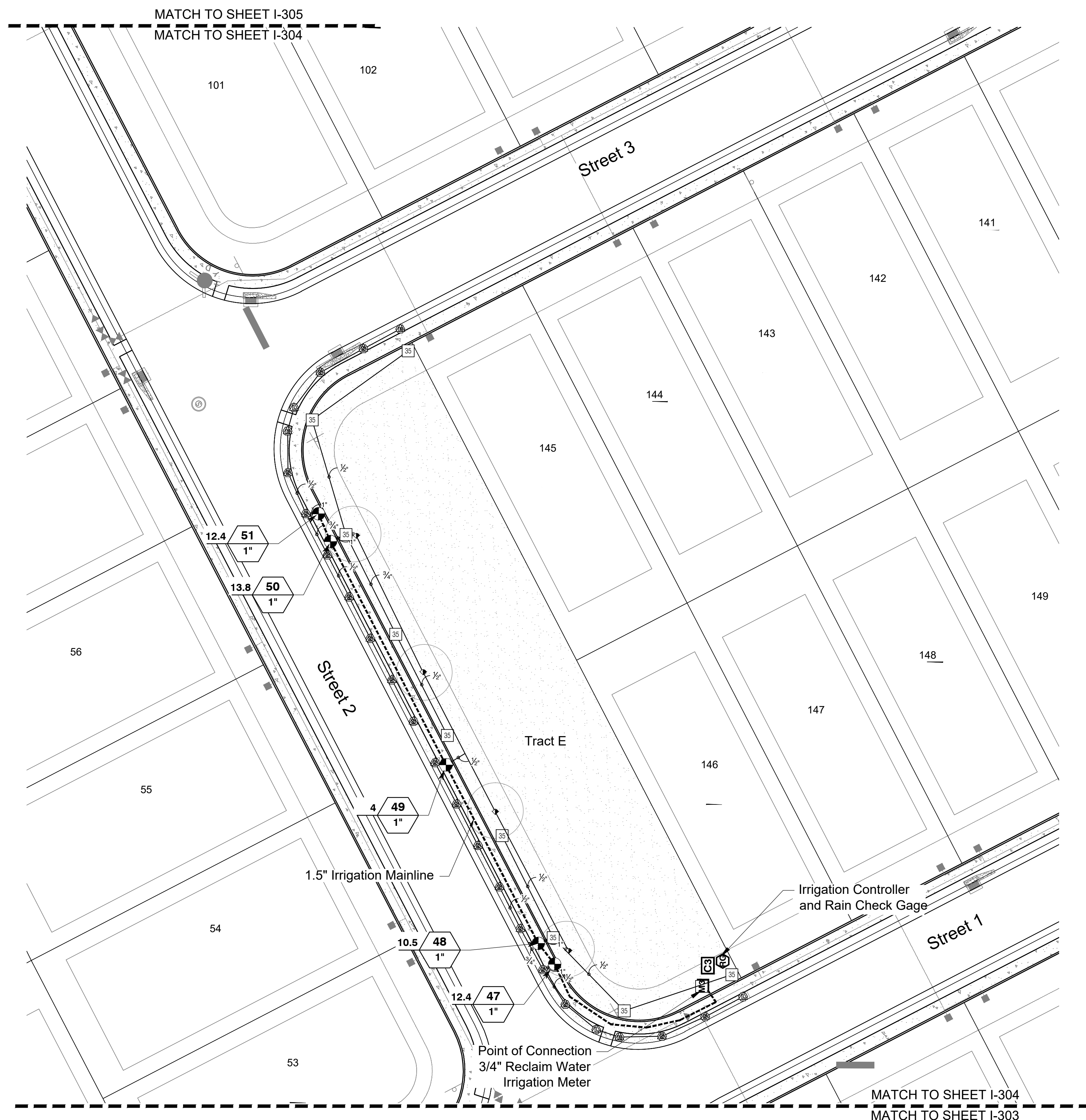
North Village Tract 'D'
 Irrigation Plan
 Willowbrook North
 Winter Haven, Florida



PROJECT NO.
 23234
 SCALE
 1"=20'
 DATE
 July 2024
 SHEET
 I-303

REV.	DATE	DESCRIPTION	BY
1	10.28.24	Revised per City Comments	GH

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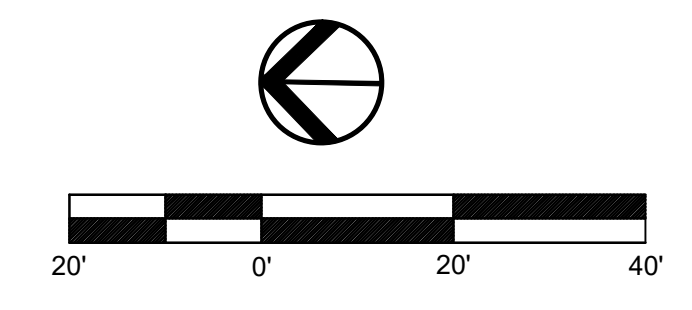
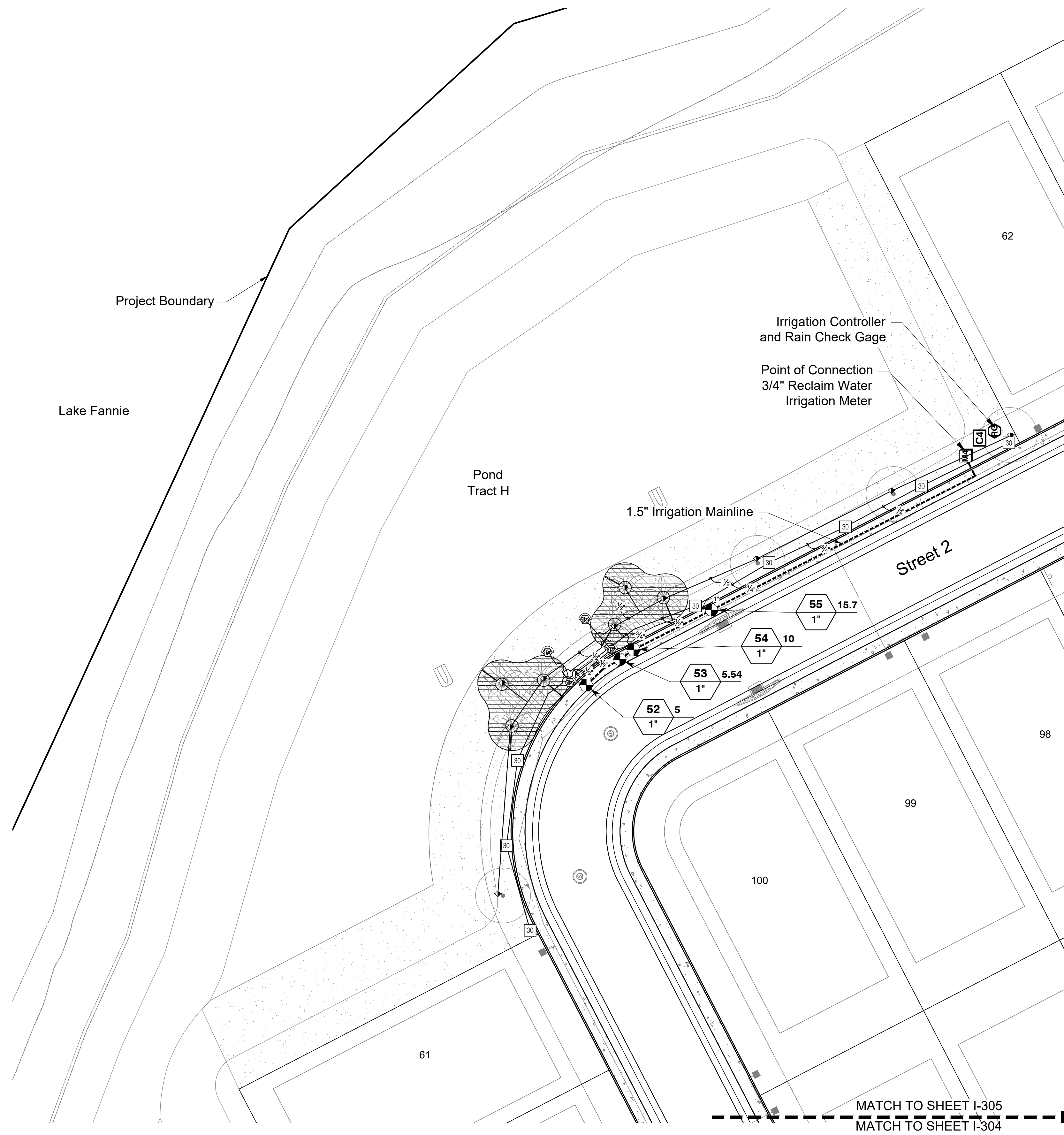
Date: _____

PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
I-304

North Village Tract 'E'
Irrigation Plan
Willowbrook North
Winter Haven, Florida

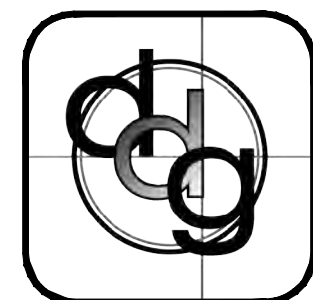
REV.	DATE	DESCRIPTION	BY

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Date:

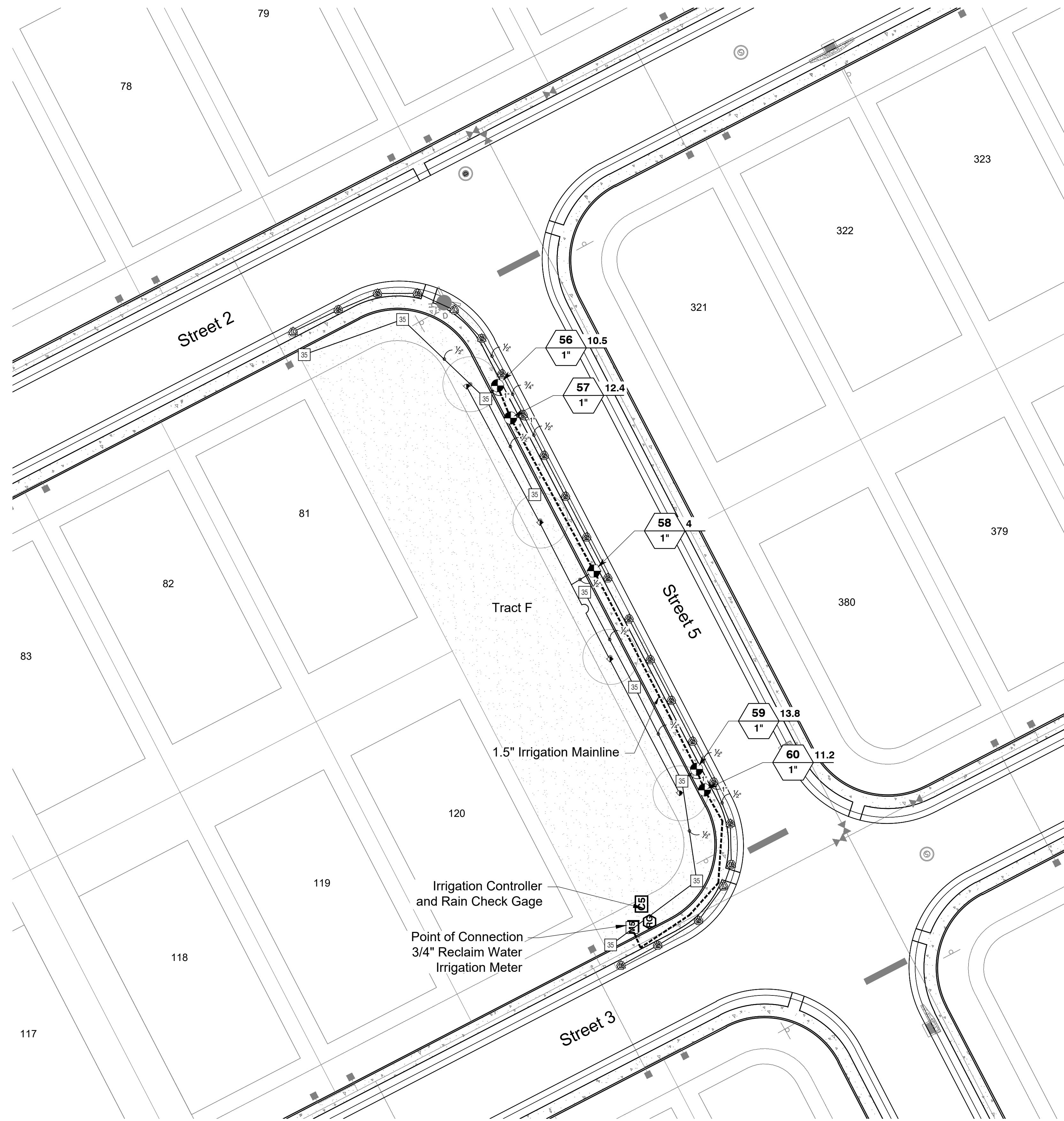
PROJECT NO.
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SCALE
1"=20'
DATE
July 2024
SHEET
I-305



North Village Tract 'H'
Irrigation Plan
Willowbrook North
Winter Haven, Florida

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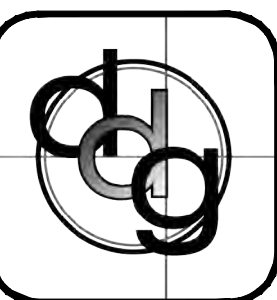
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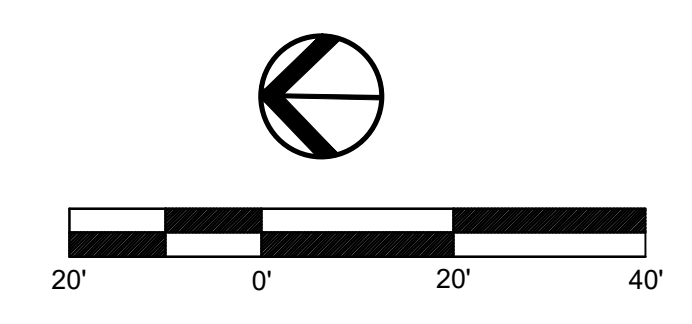
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REV	DATE	DESCRIPTION	BY

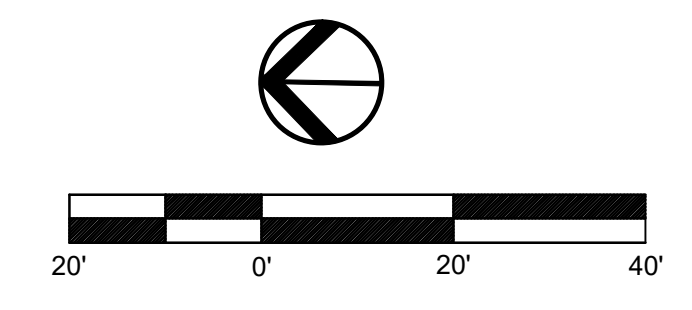
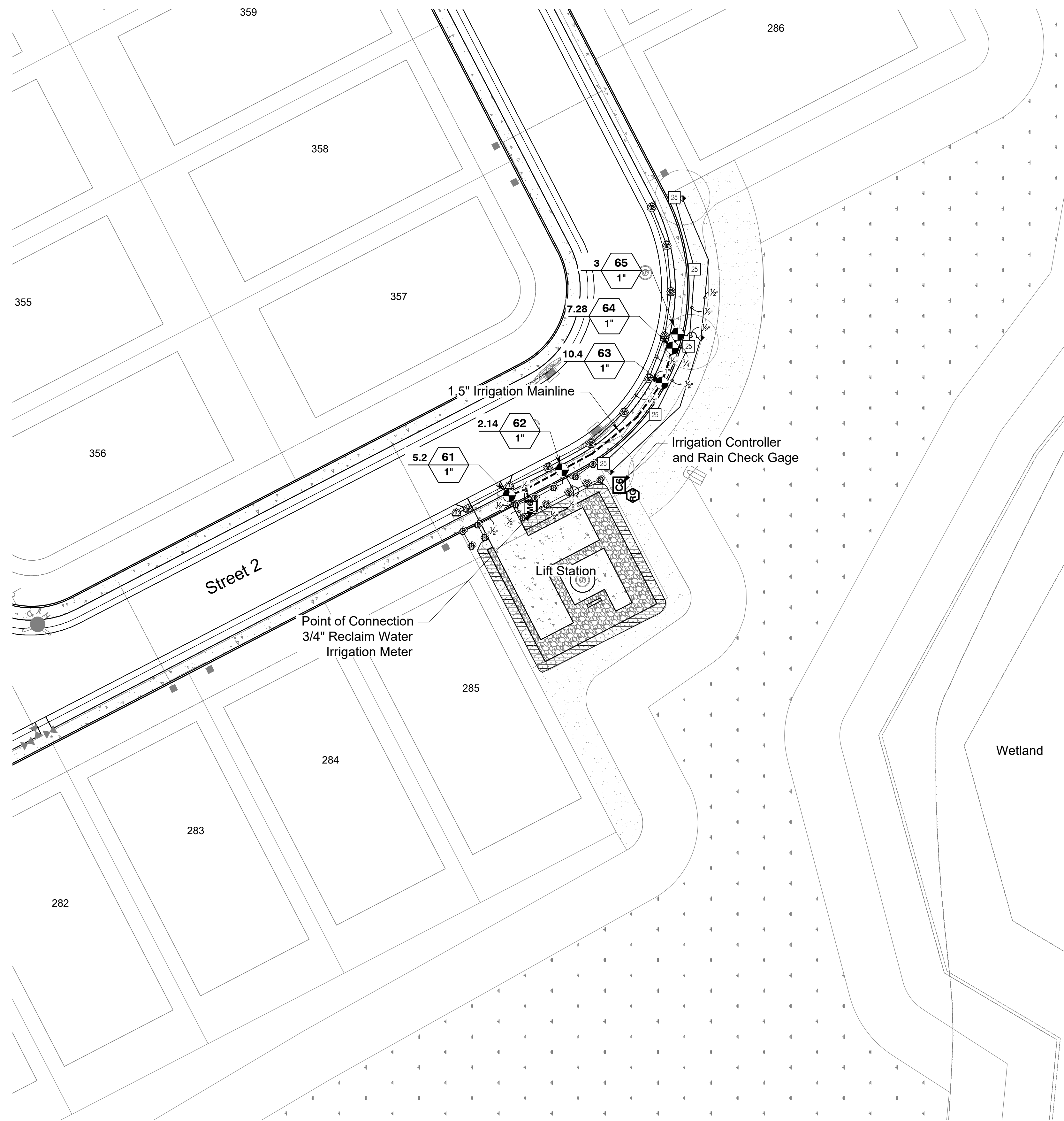
North Village Tract 'F'
 Irrigation Plan
 Willowbrook North
 Winter Haven, Florida



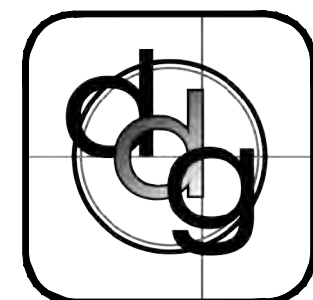
PROJECT NO.
23234
 SCALE
1"=20'
 DATE
July 2024
 SHEET
I-306



Date: _____



Date:	



PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
I-307

North Village Tract 'I'
Irrigation Plan
Willowbrook North
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

daly design group inc.
Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

SECTION B

**AGREEMENT BETWEEN WILLOWBROOK COMMUNITY DEVELOPMENT
DISTRICT AND STEWART & ASSOCIATES PROPERTY SERVICES, INC.
FOR LANDSCAPE INSTALLATION SERVICES
(Willowbrook South)**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of November 2024, by and between:

WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Winter Haven, Florida, with a mailing address of c/o Governmental Management Services-Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”), and

STEWART & ASSOCIATES PROPERTY SERVICES, INC., a Florida corporation, with a mailing address of P.O. Box 116, Lutz, Florida 33548 (“**Contractor**,” and together with the District, the “**Parties**,” and separately “**Party**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including landscape improvements; and

WHEREAS, the District is comprised of two (2) assessment areas that relate to the two (2) sub-developments known as Willowbrook North and Willowbrook South; and

WHEREAS, the District desires to retain an independent contractor to perform landscape installation services for Willowbrook South and provide materials associated therewith, as more particularly described in this Agreement and on the attached **Exhibit A** and **Exhibit B**, and Contractor represents that it is capable of providing such materials and services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

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

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of Contractor are to provide the services, labor, materials and warranties described herein and as further set forth in the proposal attached hereto and incorporated by reference herein as **Exhibit A (“Services”)**, all in accordance with the landscape plans transmitted to the Contractor and attached hereto as **Exhibit B (“Plans”)**. The Services shall include, but are not limited, to the installation of the plant material and landscape improvements within the District boundaries. Contractor shall coordinate the Services with other contractors performing work for the District. Contractor shall coordinate with the District’s Designee (hereinafter defined) in the location and installation of all landscape material, irrigation systems, controllers, meters and other appurtenances that may be required for a complete and operational scope of work. Should any questions arise as to the coordination required, Contractor shall consult with the District’s Designee, as defined below.

- A. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the District Manager and Scott Shapiro or his designee (together, the “**District Designee**”). Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor’s activities and work within twenty-four (24) hours or as otherwise agreed to by the District in writing.
- B. Should any error or inconsistency appear in the Plans, Contractor, before proceeding with the Services, must notify the District for the proper adjustment, and in no case proceed with the Services in uncertainty nor with insufficient drawings.
- C. This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations affecting the provision of the Services, including, but not limited to, line of sight and height requirements of Polk County and the Florida Department of Transportation, as applicable. Contractor shall use industry best practices and procedures when carrying out the Services, including IFAS recommendations for plant material and placement.
- D. Changes in the Services, labor, or materials may be accomplished by change order that demonstrates the written agreement of the Parties upon the change in the Services, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Designee.
- E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the installation site. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, equipment, machinery and surplus

materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

SECTION 3. TIMING. Contractor shall expeditiously commence the Services upon execution of this Agreement and Services shall be substantially complete no more than forty-five (45) days from execution of this Agreement and fully complete no more than seven days thereafter. The term “substantially complete” as used herein shall mean the time at which the Services have progressed to the point where, in the opinion of the District, the Services are sufficiently complete, in accordance with this Agreement, so that the Services can be utilized for the purposes for which they are intended. The term “fully complete” as used herein shall mean the time at which the Services are finished in their entirety and, in the opinion of the District, no further work on the part of Contractor is necessary to finish the Services in accordance with this Agreement. Contractor shall notify the District Designee in writing immediately upon recognizing any potential for a delay delivering its work caused by itself or another contractor. The Parties recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Services are not completed within the times specified herein. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by District if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay District \$500 (Five Hundred Dollars) for each day that expires after the time specified herein for failure to meet substantially complete thresholds and \$1,000 (One Thousand Dollars) for each day that expires after the time specified herein for failure to meet finally complete thresholds. Contractor must coordinate their work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframe provided for herein.

SECTION 4. PAYMENT FOR SERVICES. Total compensation for supplying all of the Services described herein and in the attached **Exhibit A** and **Exhibit B** shall not exceed **Two Hundred Thirty-Six Thousand One Hundred Eight Dollars and Seventy-Five Cents (\$236,108.75)**. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable forty-five (45) days upon receipt of the invoice by the District or as otherwise provided for under the Local Government Prompt Payment Act, sections 218.70 et seq., *Florida Statutes*. Each monthly invoice shall contain, at a minimum, the District’s name, Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted.

The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form

satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 5. WARRANTY AND COVENANT. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, free from faults and defects. Contractor hereby warrants all installation for a period of two (2) calendar years from the date of final acceptance by the District or so long as Contractor is providing direct maintenance services to the District, whichever is longer. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the Services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, Contractor hereby assigns all manufacturers' warranties to the District, and shall provide evidence of the same with Contractor's submittal of the Final Payment Application.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 6. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory amount
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide the District with a certificate naming the District, KRPC Willowbrook, LLC, and their respective officers, supervisors, agents, managers, counsel, engineers, staff and representatives as additional insureds (“**Additional Insureds**”). At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days’ written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the Additional Insureds, and a 30-Day Notice of Cancellation applies in favor of the Additional Insureds.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District, KRPC Willowbrook, LLC, and their respective officers, directors, supervisors, officers, employees, staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors, of each and any of all of the foregoing entities and individuals (together, “Indemnitees”) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor’s performance of, or failure to perform, Contractor’s obligations pursuant to this Agreement or any Services or Contractor’s performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.

- B.** Contractor shall ensure that any and all subcontractors include this express paragraph for the benefit of the Indemnitees. Obligations under this section shall include, but are not limited to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys’ fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 9. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

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

SECTION 11. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to Contractor: Stewart & Associates Property Services, Inc.
P.O. Box 116
Lutz, Florida 33548
Attn: _____

B. If to District: Willowbrook Community Development District
c/o GMS – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 17. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

SECTION 19. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 7 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 20. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 21. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 22. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 23. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jill Burns** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term

if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT JBURNS@GMSCFL.COM, GMS – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 27. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. **Exhibit A** and **Exhibit B** are applicable to the extent that they state the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** or **Exhibit B** conflict with provisions of this Agreement, this Agreement shall control.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify Owner. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the Owner may immediately terminate this

Contract.

SECTION 29. E-VERIFY REQUIREMENTS. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

[Signature Page to Follow]

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

**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

**STEWART & ASSOCIATES PROPERTY
SERVICES, INC.**

By: _____
Its: _____

Exhibit A: Proposal
Exhibit B: Plans

Exhibit A
Proposal



PO Box 116
Lutz, Florida 33548

Estimate

Date	Estimate #
11/13/2024	1241

Name / Address
Willowbrook South

P.O. No.

Description	Qty	Cost	Total
Live Oak 3" cal.	47	625.00	29,375.00
Red Cedar "Brodie" 3" cal.	6	625.00	3,750.00
Southern Red Cedar 3" cal.	11	625.00	6,875.00
Dahoon Holly 3" cal.	2	625.00	1,250.00
Muskogee Crape Myrtle 2.5" multi trunk	2	450.00	900.00
Sabal Palm	9	525.00	4,725.00
Little leaf Boxwood 3 gal.	25	16.00	400.00
Blue Daze 1 gal.	28	6.25	175.00
Spanish Stopper 9' ht. matched	2	400.00	800.00
Pink Muhly Grass 3 gal.	88	15.00	1,320.00
Fountain Grass 3 gal.	227	15.00	3,405.00
Indian Hawthorne 3 gal.	152	16.00	2,432.00
Asian Jasmine 1 gal.	201	6.25	1,256.25
Sweet Viburnum 3 gal.	225	16.00	3,600.00
Dwarf Firebush 3 gal.	139	16.00	2,224.00
Dwarf Yaupon Holly 3 gal.	199	16.00	3,184.00
Seasonal Annuals 4" pots	175	2.50	437.50
Pine Bark Mulch - cy	70	60.00	4,200.00
Bahia Sod - sf	85,000	0.48	40,800.00
Automatic Irrigation System	1	125,000.00	125,000.00
Approved by: _____	Total		\$236,108.75
Title: _____			

Exhibit B
Plans
(to begin on the following page)

Willowbrook South

PARCEL ID #
26-28-15-535500-001010

Landscape, Hardscape & Irrigation Plans



Location Map 

Municipality Location
Winter Haven, Florida

Prepared For:
KRPC Willowbrook LLC
121 Garfield Avenue
Winter Park, Florida

Revisions

1 10.28.24 Revised per City Comments GH

Team Members

daly design group inc.
Urban Planning • Landscape Architecture • Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789
Phone 407.740.7373 • www.dalydesign.com

Developer
KRPC Willowbrook LLC
121 Garfield Avenue
Winter Park, Florida 32789
(407) 645-4400 Ext. 306
Contact: Mckinzie Terrill

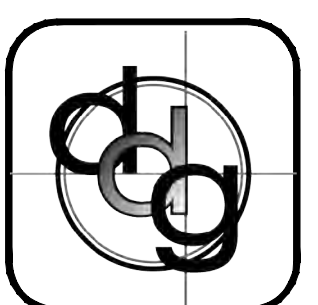
Owner
Jeffery & Joann Yeager
1404 Green Cove RD
Winter Park, Florida 32789
(407)645-4400 Ext. 306
Contact: Mckinzie Terrill

Engineer
SLOAN Engineering Group
150 South Woodlawn Avenue
Bartow, Florida 33830
(863) 800-3046
Contact: Steve Sloan

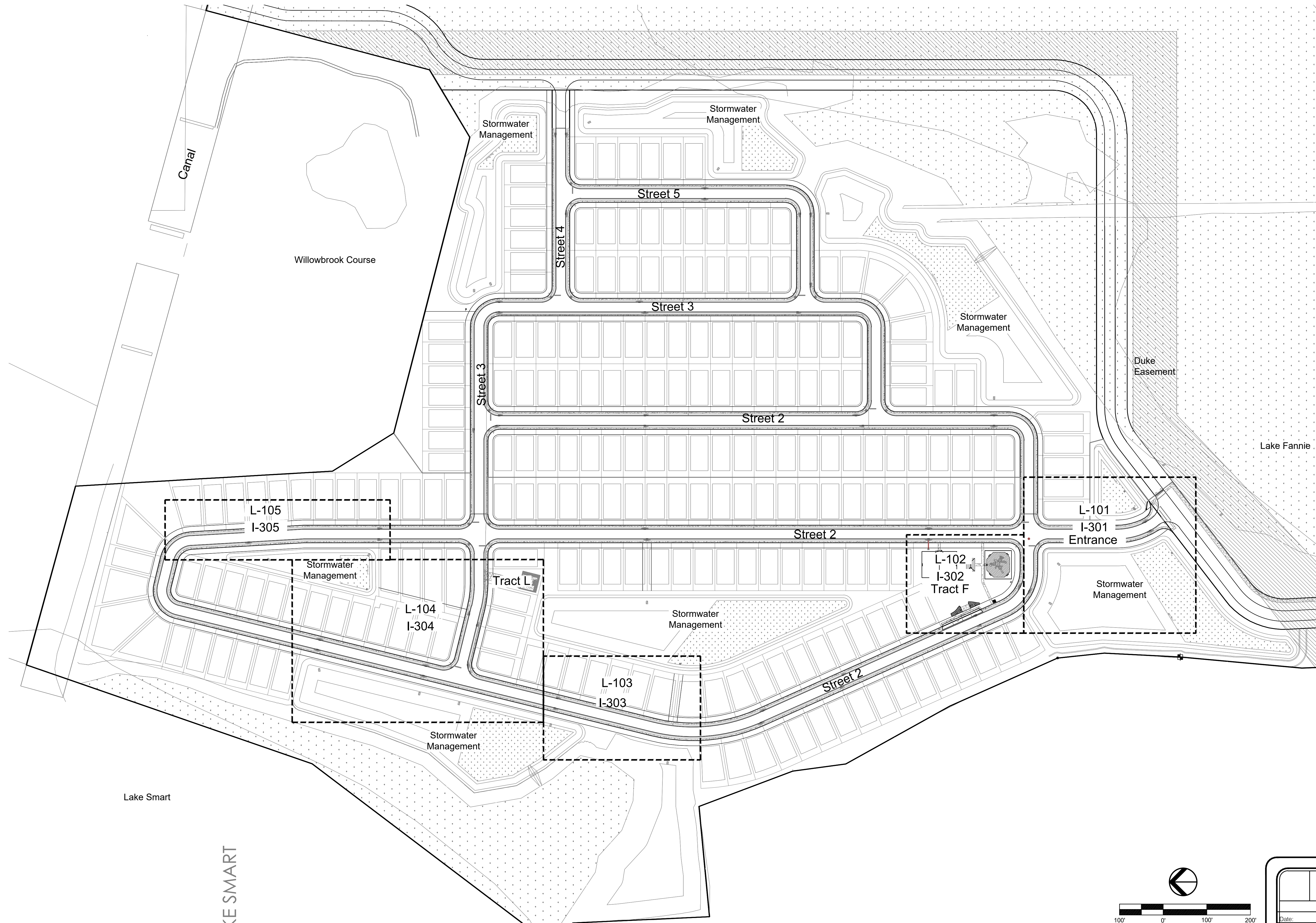
**Landscape Architect /
Land Planner**
Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
(407) 740-7373
Contact: Tom Daly

SHEET INDEX

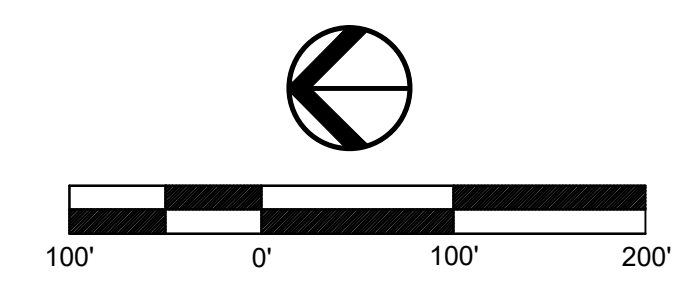
SHEET	DESCRIPTION
K-100	Key Sheet
L-001	Plant Schedule & Details
L-101 thru L-105	Landscape Plan
K-200	Key Sheet Hardscape Plan
H-201	Hardscape Plan
H-202 thru H-203	Hardscape Elevation & Details
I-001	Irrigation Schedule & Details
I-301	Irrigation Plan



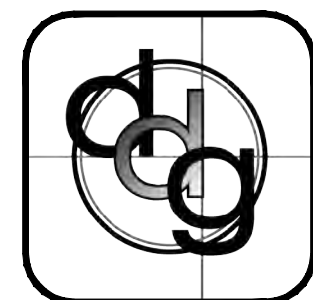
23234



ESMART



Date: _____



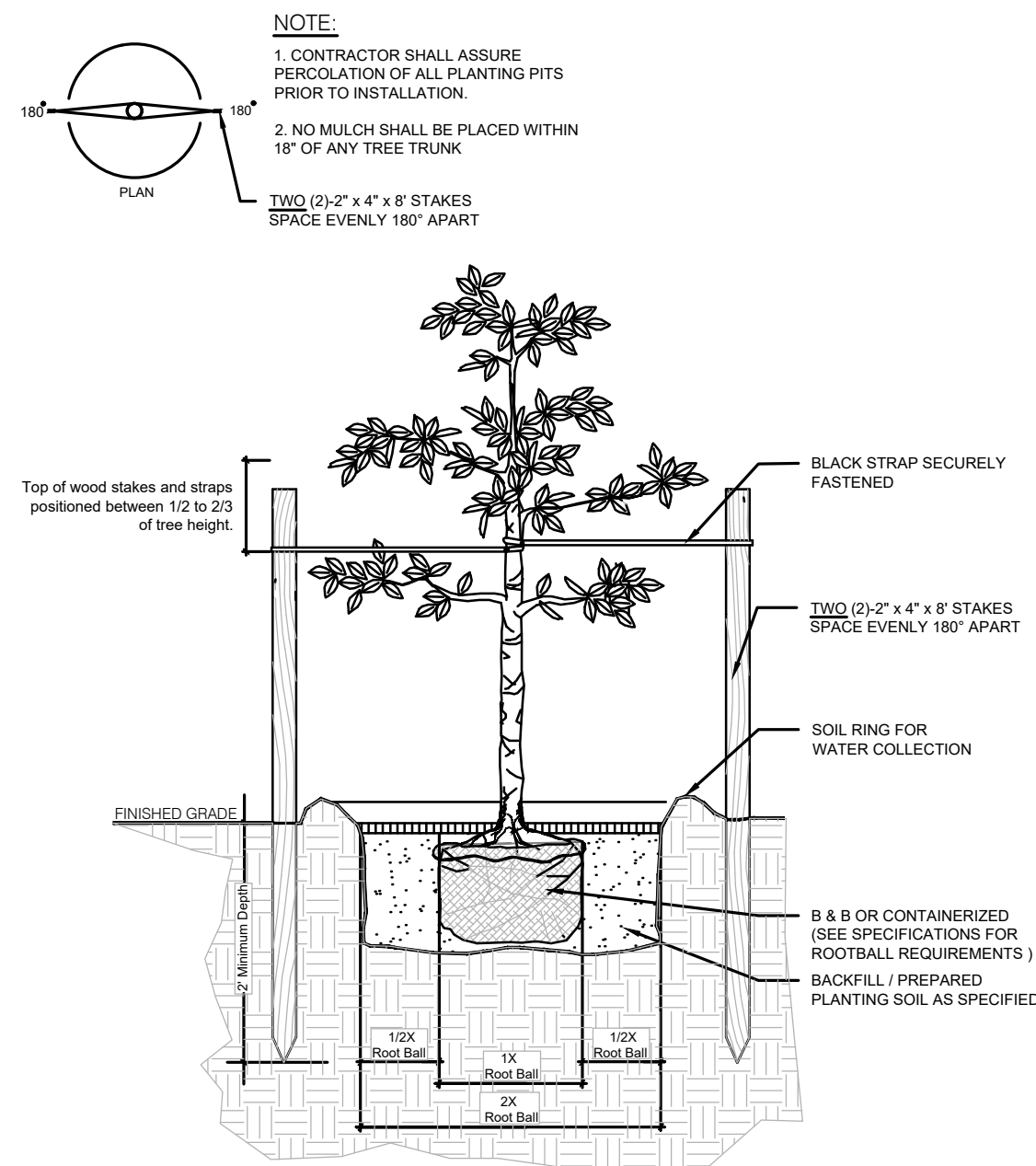
PROJECT NO.
23234
SCALE
1"=100'
DATE
July 2024
SHEET
K-100

Key Sheet
Landscape Plan
Willowbrook South
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

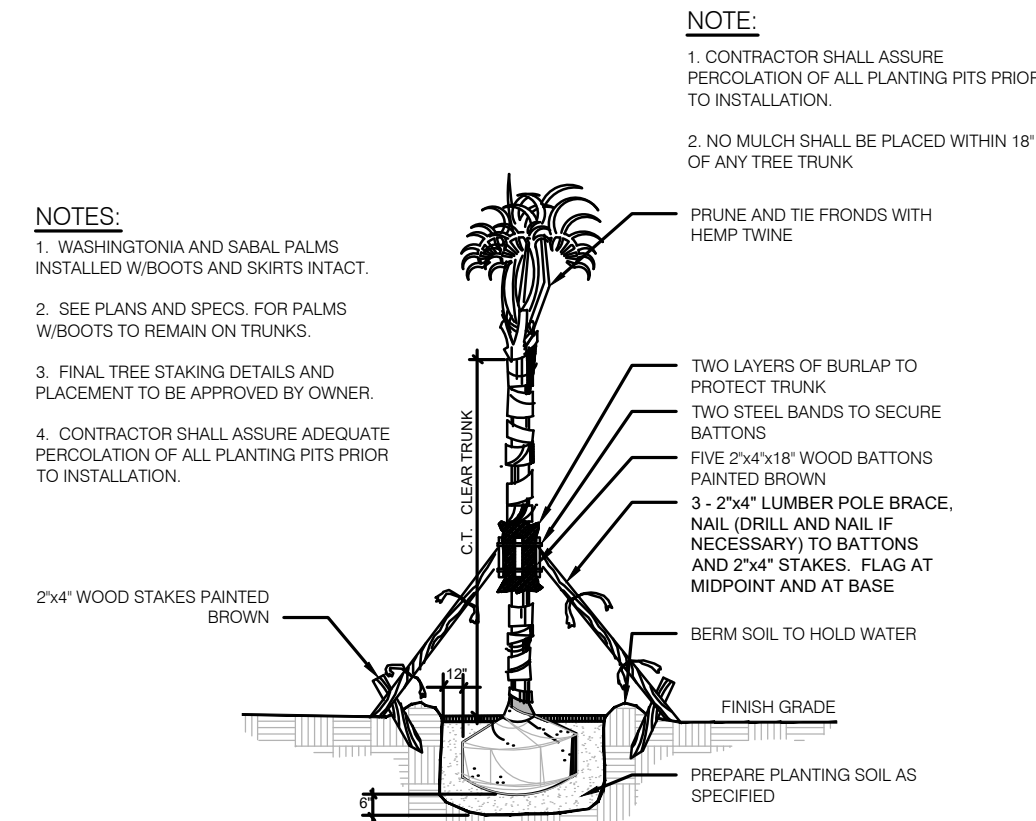
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Details



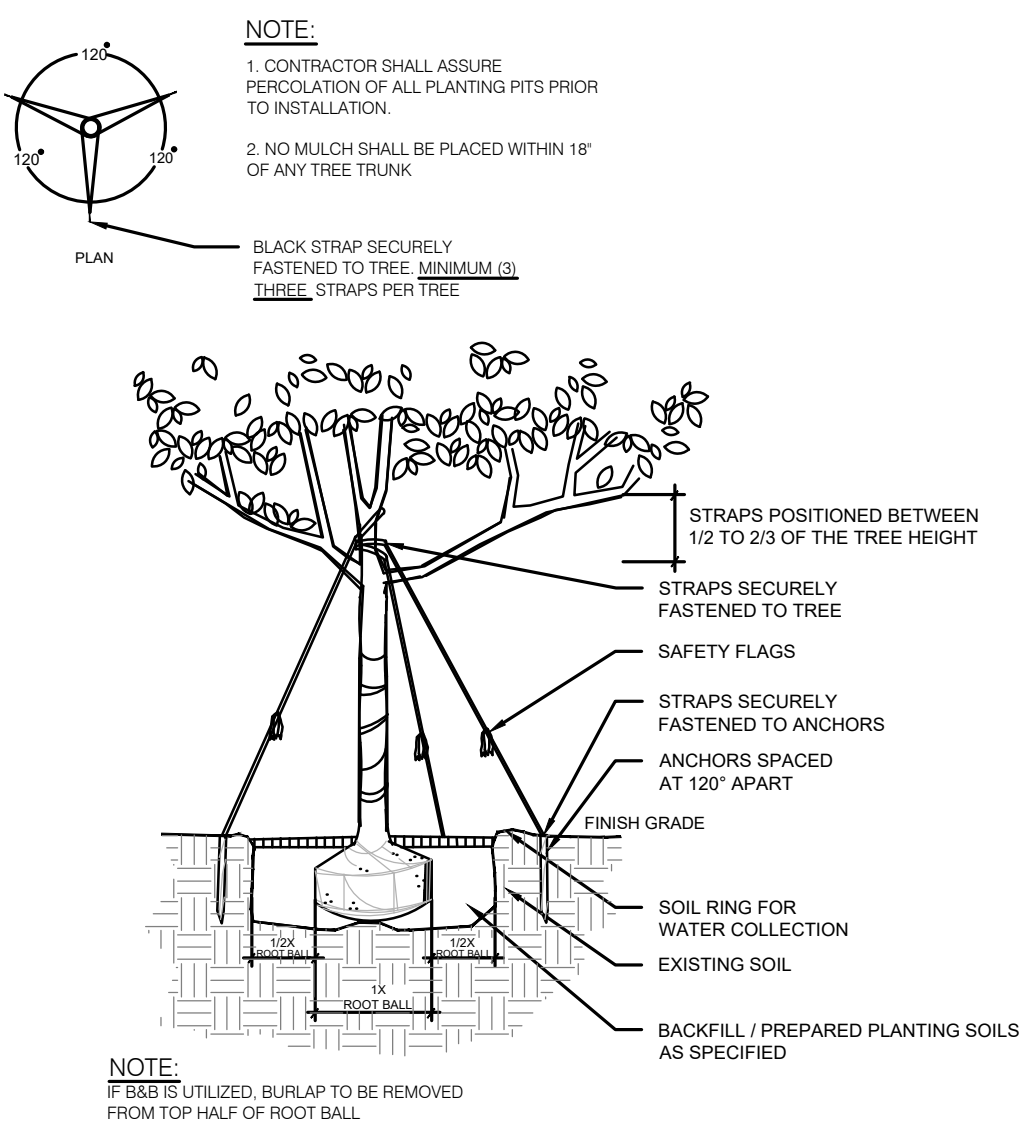
SMALL TREE GUYING DETAIL

Detail for trees between 1" and 2.5" cal. NOT TO SCALE



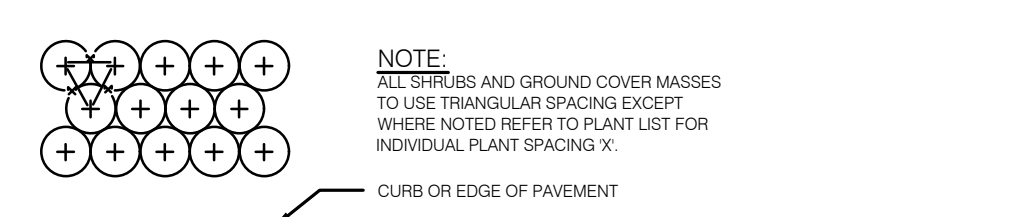
PALM TREE GUYING DETAIL

NOT TO SCALE



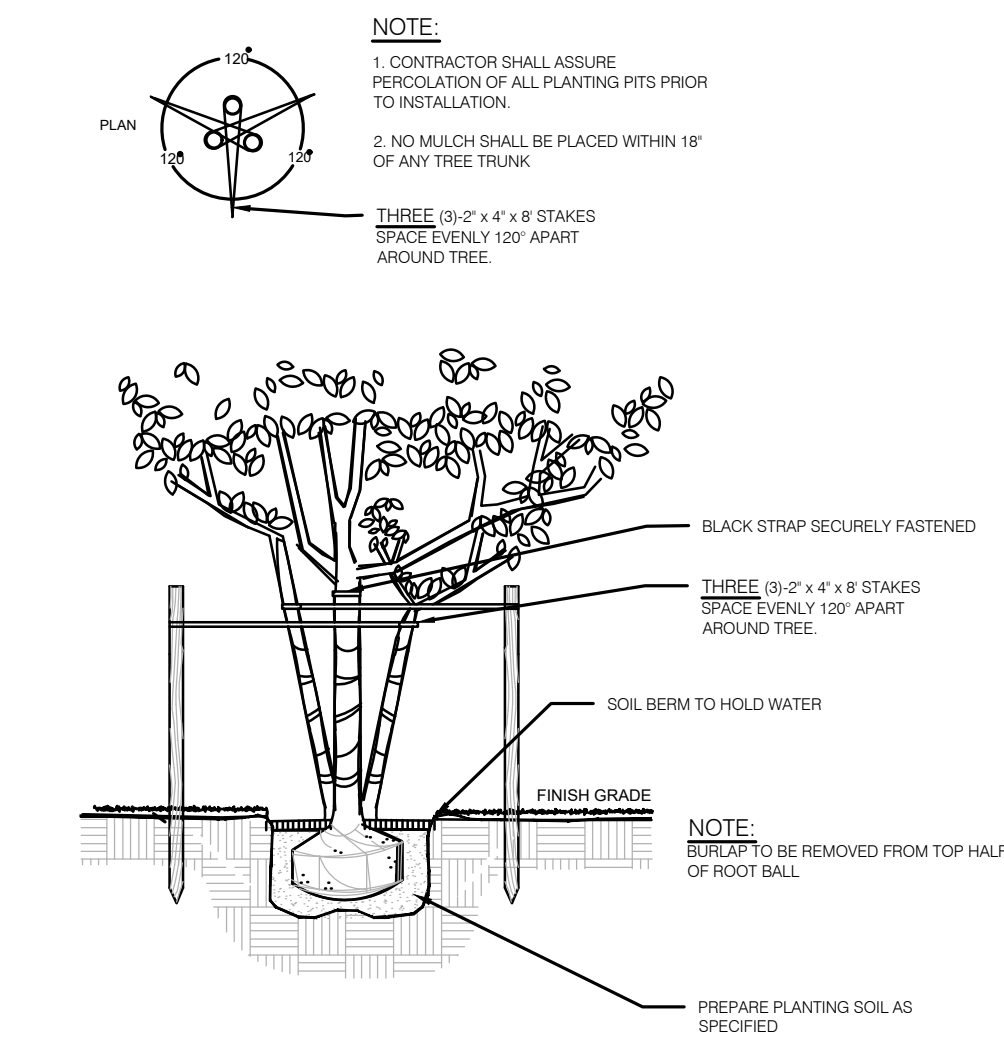
LARGE TREE GUYING DETAIL

Detail for trees greater than 3" cal. NOT TO SCALE



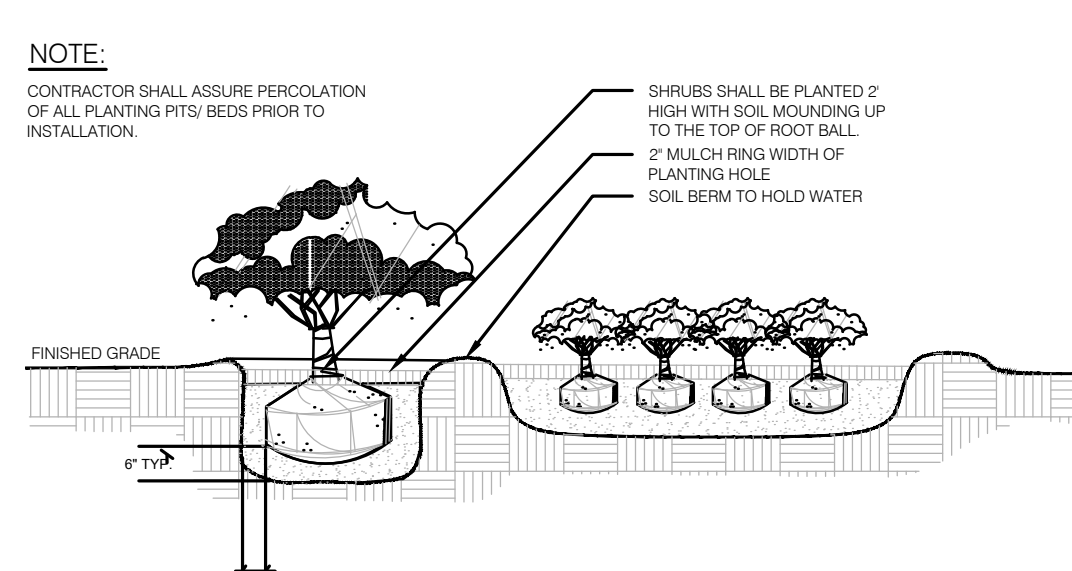
TYPICAL PLANT SPACING

NOT TO SCALE



MULTI-TRUNK TREE GUYING DETAIL

Detail for trees with more than 1 trunk. NOT TO SCALE



SHRUB AND GROUND COVER DETAIL

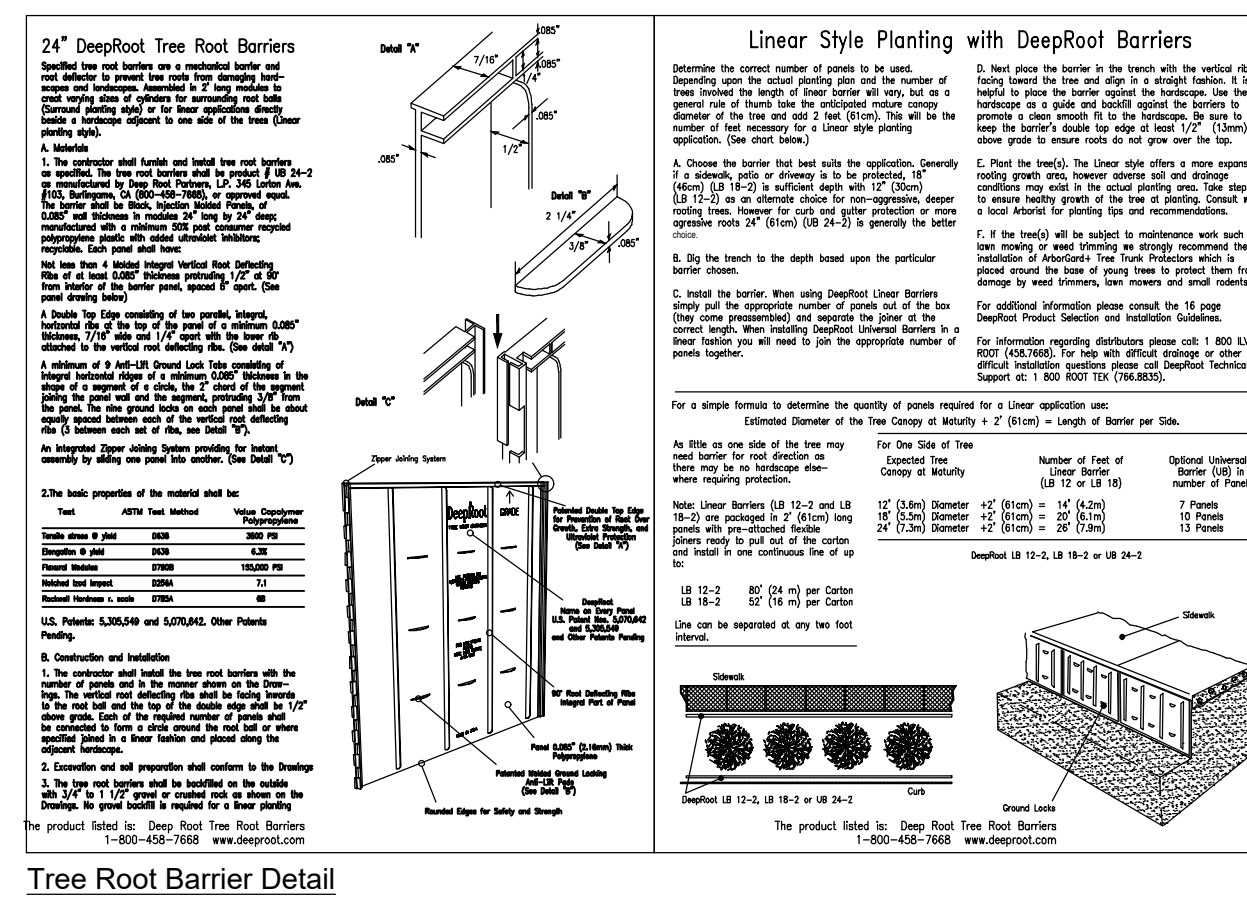
NOT TO SCALE

General Plant Schedule

Quantity	Sym	Botanical	Common	Specifications
175	AN	Annuals	Various Seasonal Annuals	Min. 6" pot, 12" o.c.
25	BM	Buxus microphylla	Littleleaf Boxwood	Min. 3 gal., 12" ht. x 12" spd. 24" o.c.
28	EB	Evolvulus glomeratus	Blue Daze	Min. 1 gal., Full Pot, 18" o.c.
2	EF	Eugenia foetida	Spanish Stopper	Min. 9' ht., conical topiary, matched
2	ICE	Ilex cassine	Dahoon Holly	Min. 45 gal., 14' ht., 3" cal.
6	JB	Juniperus silicicola 'Brodie'	Brodie Southern Red Cedar	Min. 45 gal., 12' ht. Full to base
88	MCA	Muhlenbergia capillaris	Pink Muhly Grass	Min. 3 gal., Full Pot, 30" o.c.
51	PSG	Pennisetum setaceum	Fountain Grass	Min. 3 gal., full pot. 24" o.c.
38	QV	Quercus virginiana	Southern Live Oak	Min. 65 gal., 14' ht., 3" cal.
60	RIA	Rhaphiolepis indica	Indian Hawthorn	Min. 3 gal., 12" ht. x 12" spd. 24" o.c.
201	TAM	Trachelospermum asiaticum	Asian Jasmine	Min. 1 gal., Full Pot, 18" o.c.
52	VO	Viburnum odoratissimum	Sweet Viburnum	Min., 3 gal., 18" ht x 18 spd., 36" o.c
5,8136 sf	SOD B	Bahia sod	Bahia Sod	

Park Plant Schedule

Quantity	Sym	Botanical	Common	Specifications
139	HPC	Hamelia patens 'compacta'	Dwarf Firebush	Min. 3 gal., 24" ht. x 18" spd., 36" o.c.
199	IVN	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	Min. 3 gal., 12" ht. x 12" spd. 24" o.c.
11	JS	Juniperus virginiana silicicola	Southern Red Cedar	Min. 45 gal., 10' ht., 2.5" cal
2	LIM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	Min. 45 gal., 10' - 12' ht., 2.5" cal multi-trunk
170	PSG	Pennisetum setaceum	Fountain Grass	Min. 3 gal., full pot. 24" o.c.
9	QV	Quercus virginiana	Southern Live Oak	Min. 65 gal., 10' - 12' ht., 3" cal.
92	RIA	Rhaphiolepis indica	Indian Hawthorn	Min. 3 gal., 12" ht. x 12" spd. 24" o.c.
9	SP	Sabal palmetto	Sable Palm	FG, Regenerated, see plans for clear trunk ht.
173	VO	Viburnum odoratissimum	Sweet Viburnum	Min., 3 gal., 18" ht x 18 spd., 36" o.c
26,615 sf	SOD B	Bahia sod	Bahia Sod	

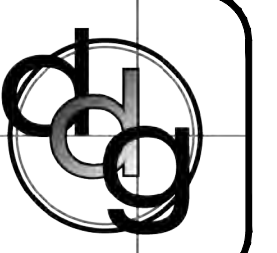


Tree Root Barrier Detail

General Landscape Notes

- Landscape Contractor shall be responsible for all materials and plants as called for on the Landscape Plans. The list of plant quantities accompanying the plans shall be used as a guide only. Contractor shall verify all quantities and report any discrepancies at time of bidding.
- All plant material shall be graded Florida No. 1 of better, as outlined by "Grades and Standards for Nursery Plants", Florida Department of Agriculture and consumer services, Division of Plant Industry.
- All planting shall be top dressed with a minimum 2" Pine bark mini nuggets.
- The Landscape Contractor shall be wholly responsible for the stability and plumb condition of all trees and shrubs and shall be legally liable for any damage caused by instability of plant material. The staking method, if not shown by detail on this plan, shall be approved by the owner or his/her authorized representative.
- Every possible safeguard shall be taken to protect existing trees that are shown on the Landscape Plan to be preserved.
- The Landscape Contractor is responsible for cleaning all debris associated with their work.
- Height and spread specifications refer to the overall plant form. Singular branches may not be used to meet minimum requirements. Tree caliper size to be measured 12" above grade.
- All landscaping shall be installed according to accepted commercial planting procedures. Soil, shall be free of limerock, pebbles, or other constructions debris.
- All landscaping shall conform to the standards set forth in the City of Winter Haven LDC.
- Landscaping shall not interfere with power lines, sewer or water pipes or any other existing or proposed utilities.
- Prior to the issuance of any permits or the removal of any trees, protective tree barriers shall be installed around those trees that will remain on site and shall be inspected by the Governing Municipality.
- Ball & Burlap material shall be acceptable alternative to container grown trees.
- Occasionally there is the potential for site modification due to revised field grading, clearing of existing tree canopy or other unforeseen conditions. The Landscape contractor shall be responsible for informing the owner and Landscape Architect of site conditions adverse to the healthy establishment of any plant material prior to planting so that a resolution may be achieved.
- The Landscape Contractor shall be responsible for arranging a Pre-constructions meeting with the owner and Landscape Architect in order to address and clarify any questions, concerns and/or conditions related to these drawings or the existing site.
- Landscape Contractor shall use appropriate container size to meet minimum plant height and caliper inches, if minimum plant height or caliper, can not be met with specified container size.

Landscape Schedule & Details
Landscape Plan
Willowbrook South
 Winter Haven, Florida

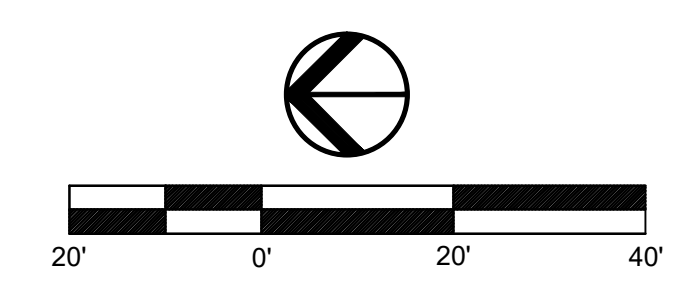
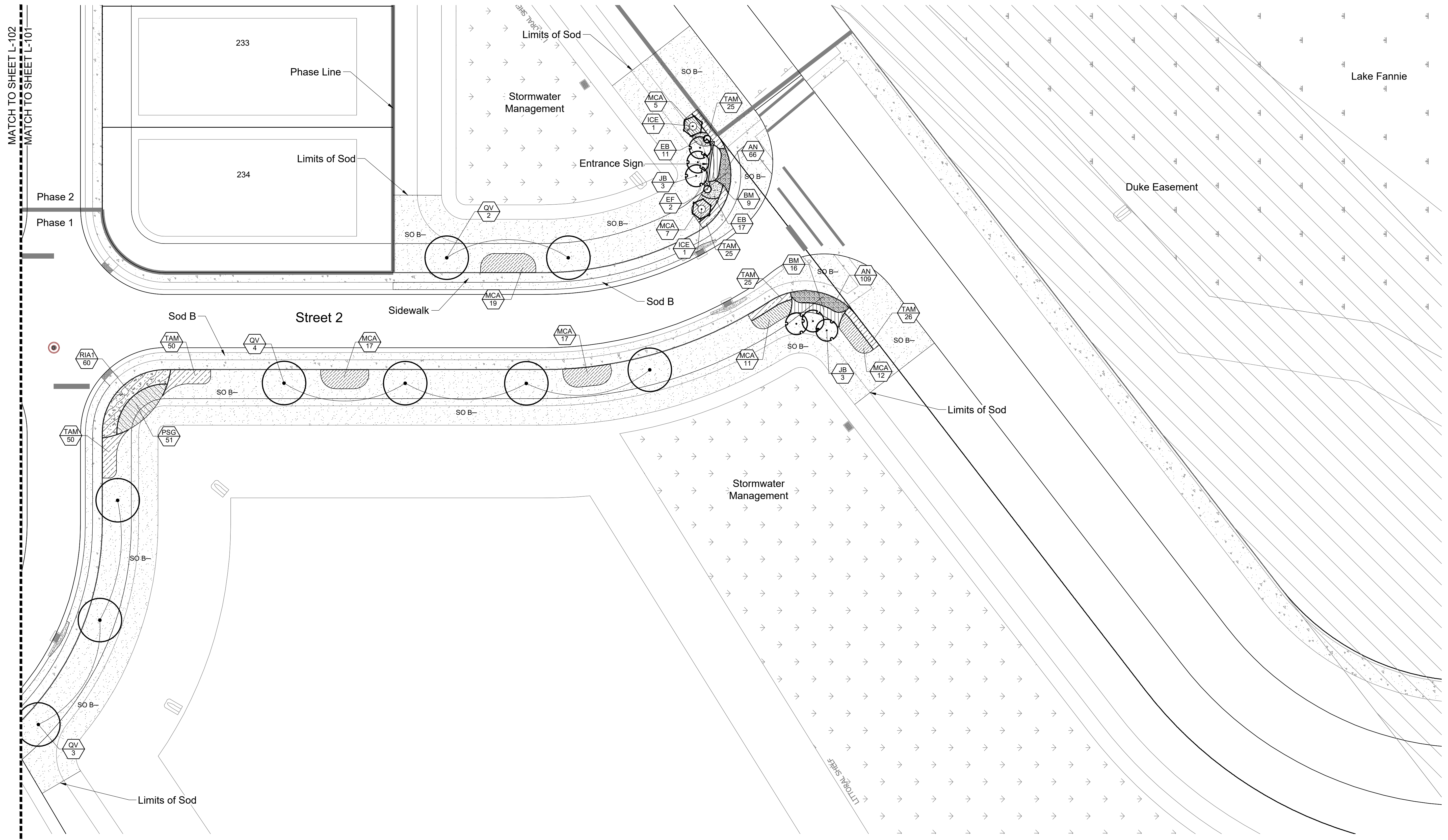


PROJECT NO. 23234
 SCALE nts
 DATE July 2024
 SHEET L-001

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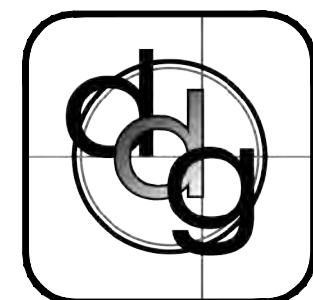
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Date:



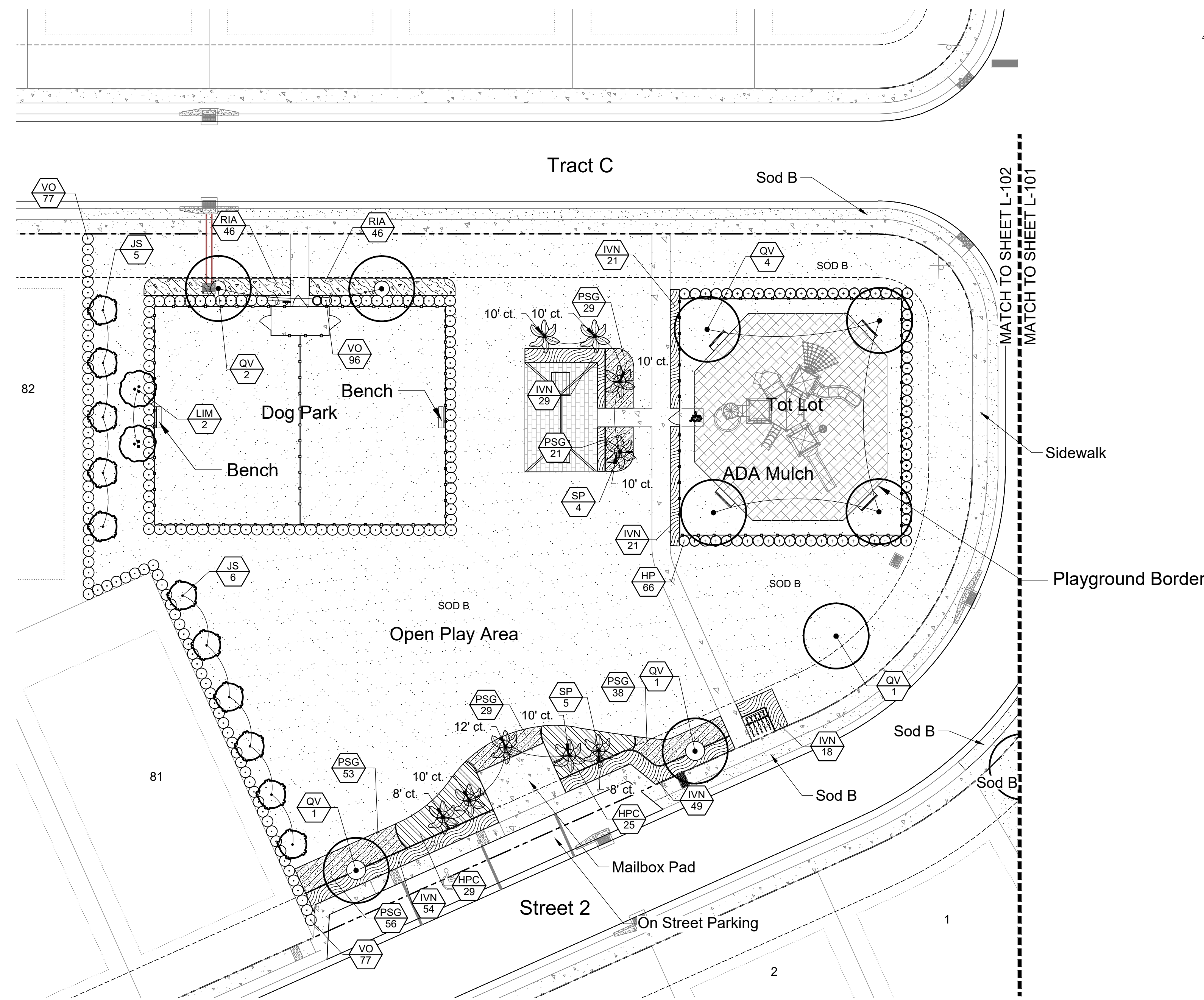
REV	DATE	DESCRIPTION	BY

Entrance
Landscape Plan
Willowbrook South
Winter Haven, Florida

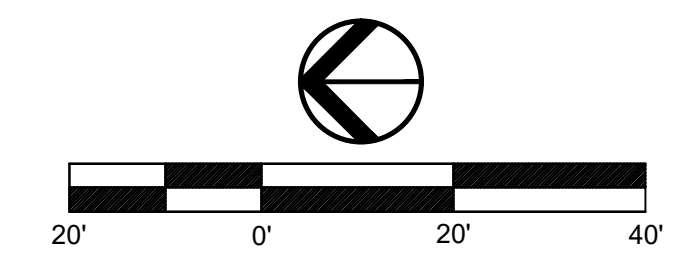


PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
L-101

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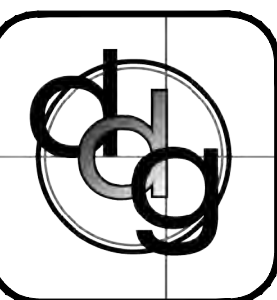
Parking Area Canopy Coverage		
Total Parking Area	1,051	SF
Tree Coverage Required	473	SF
Tree Coverage Provided	2,500	SF
Quercus shumardii (2)	2,500	SF



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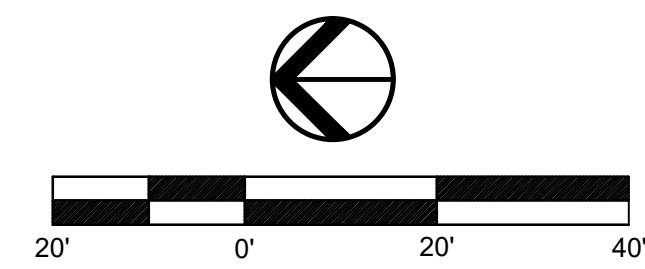
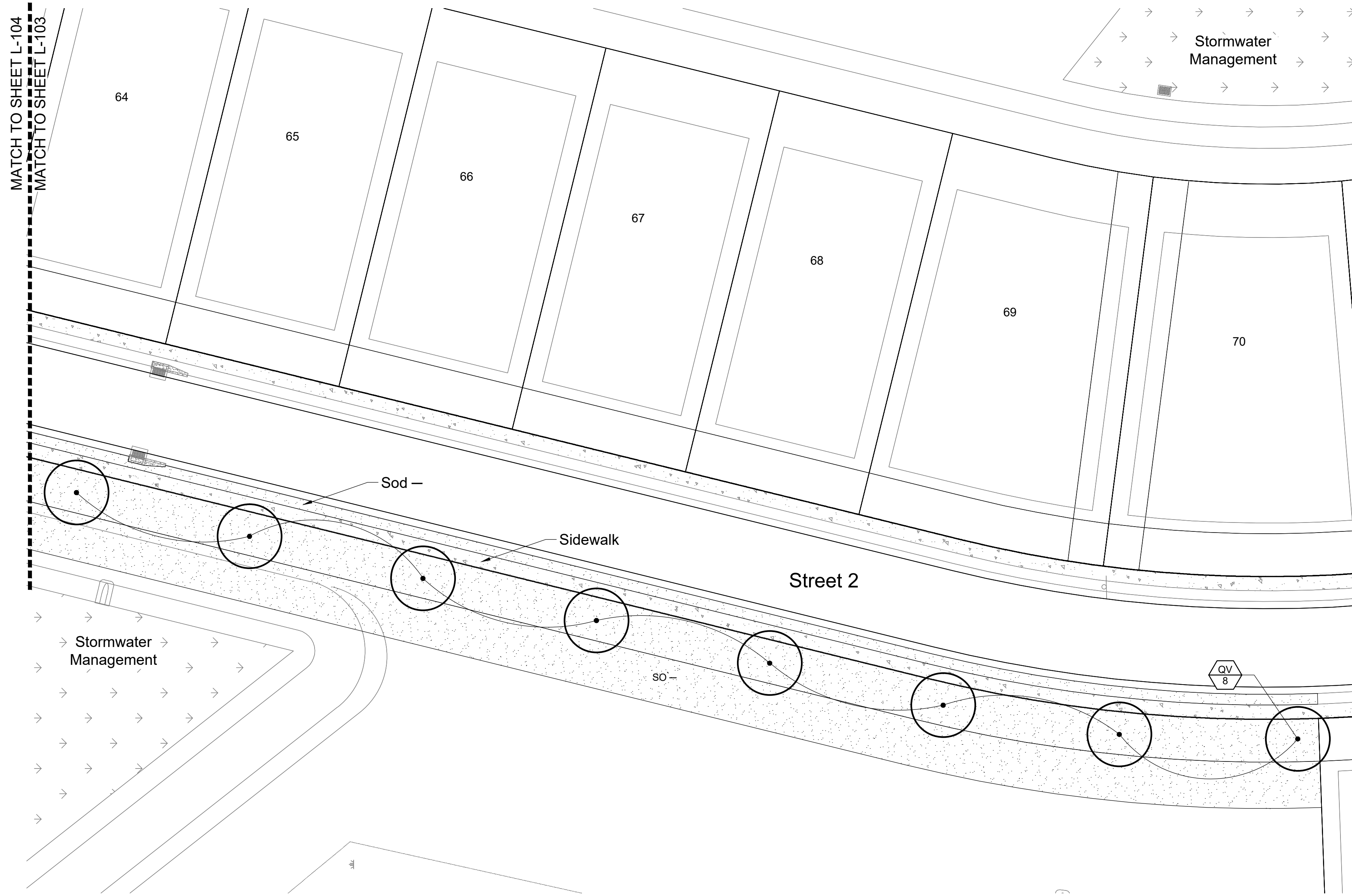
REV	DATE	DESCRIPTION	BY
1	10.28.24	Revised per City Comments	GH

South Village Park Tract 'F'
 Landscape Plan
 Willowbrook South
 Winter Haven, Florida



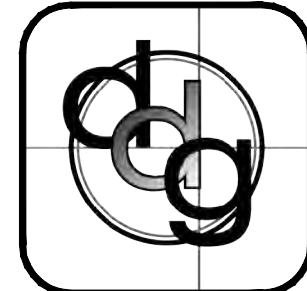
PROJECT NO.
23234
 SCALE
1"=20'
 DATE
July 2024
 SHEET
L-102

Date: _____



Date:

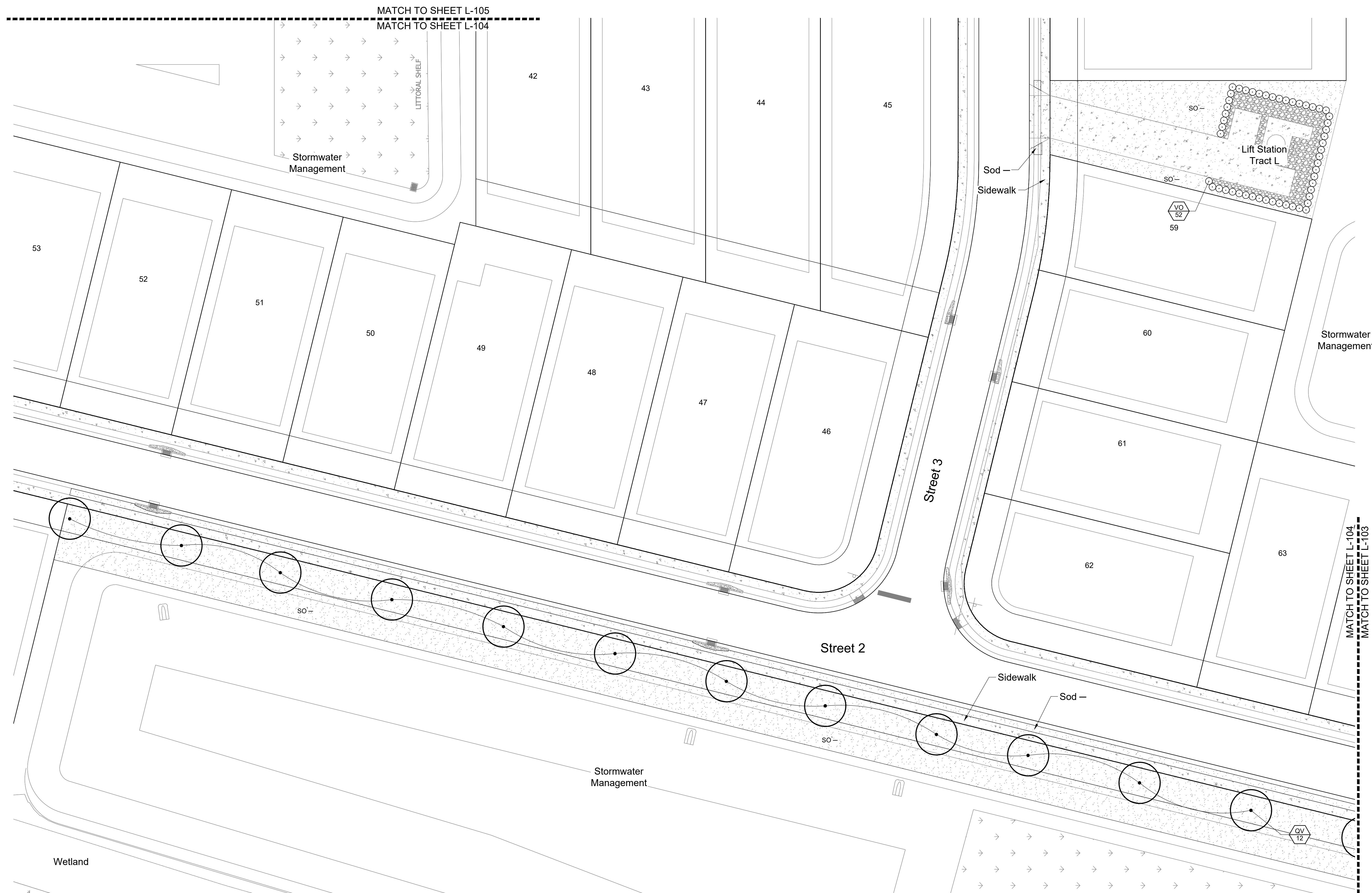
PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
L-103



Street Trees
Landscape Plan
Willowbrook South
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

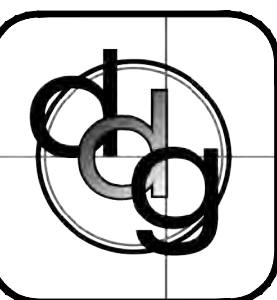
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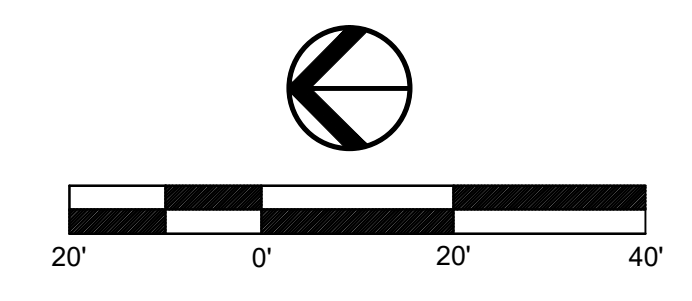
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REV.	DATE	DESCRIPTION	BY

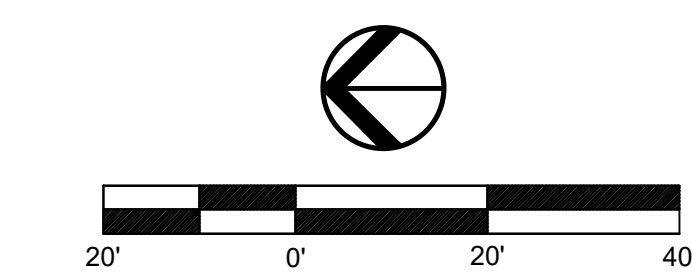
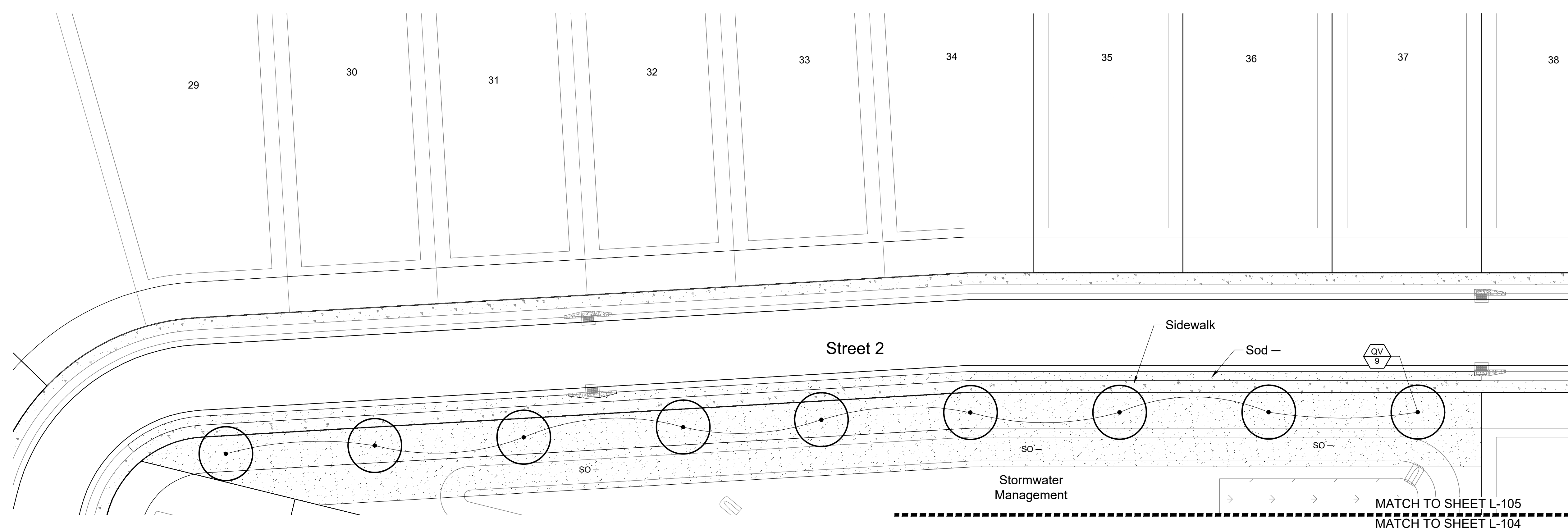
Street Trees & Tract L
 Landscape Plan
 Willowbrook South
 Winter Haven, Florida



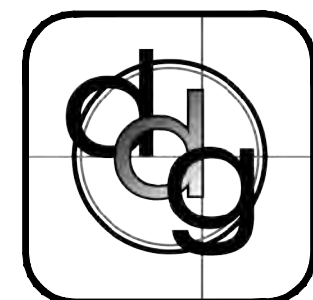
PROJECT NO.
23234
 SCALE
1"=20'
 DATE
July 2024
 SHEET
L-104



Date: _____



Date:

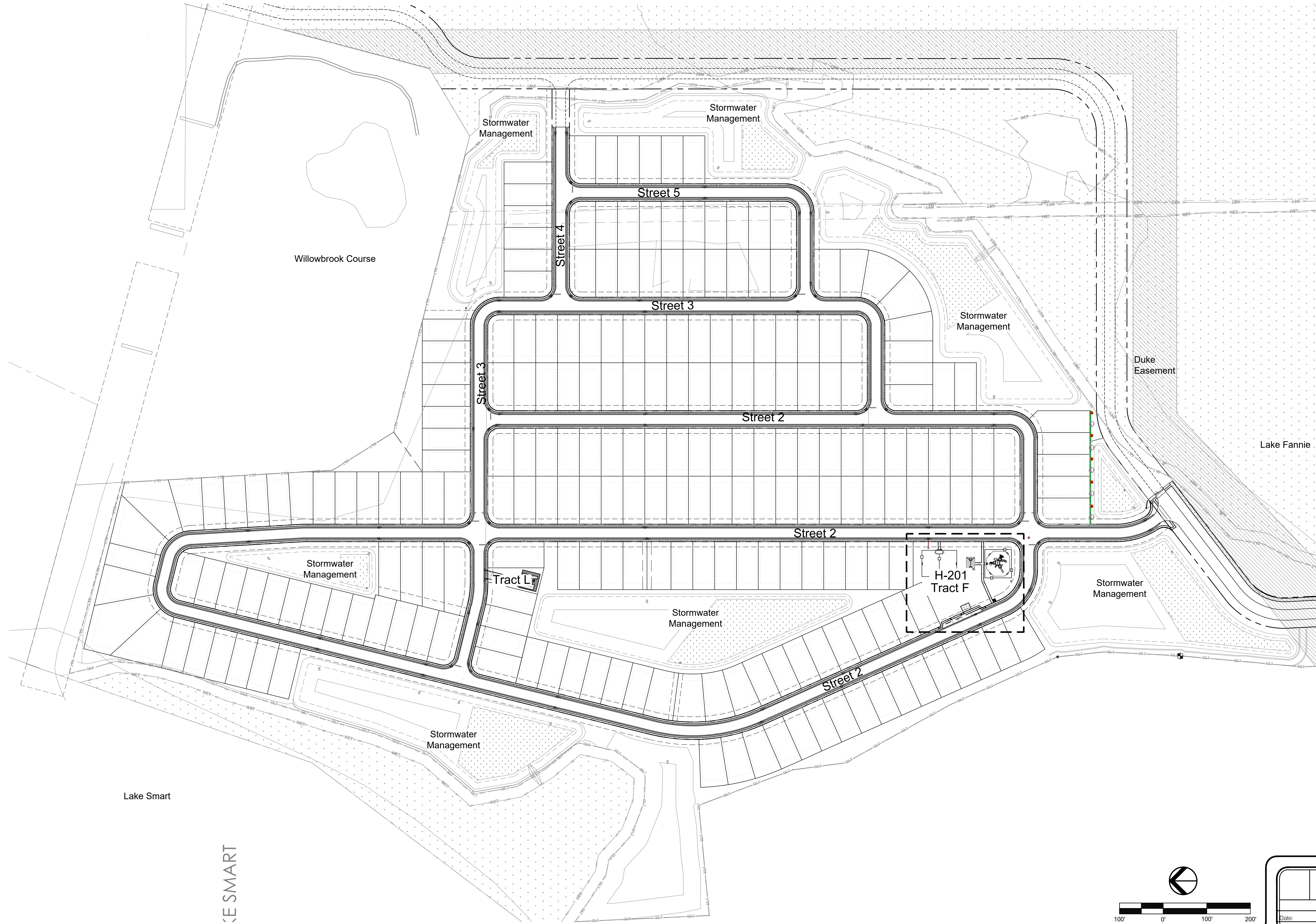


PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
L-105

Street Trees
Landscape Plan
Willowbrook South
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

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Lake Smart

Willowbrook Course

Stormwater Management

Stormwater Management

Street 5

Street 4

Street 3

Stormwater Management

Duke Easement

Lake Fannie

Street 2

Stormwater Management

Tract L

H-201
Tract F

Stormwater Management

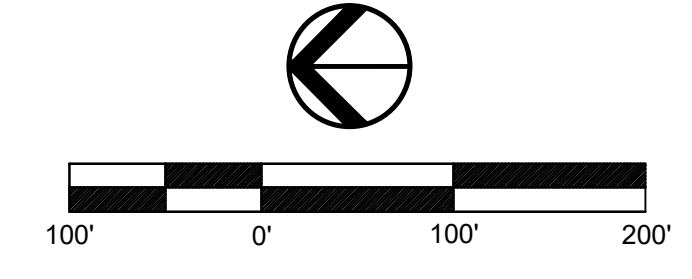
Stormwater Management

Street 2

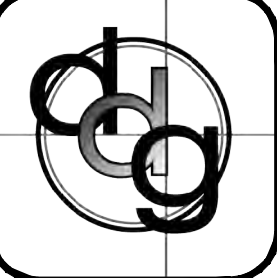
Stormwater Management

Street 2

CE SMART



Date: _____

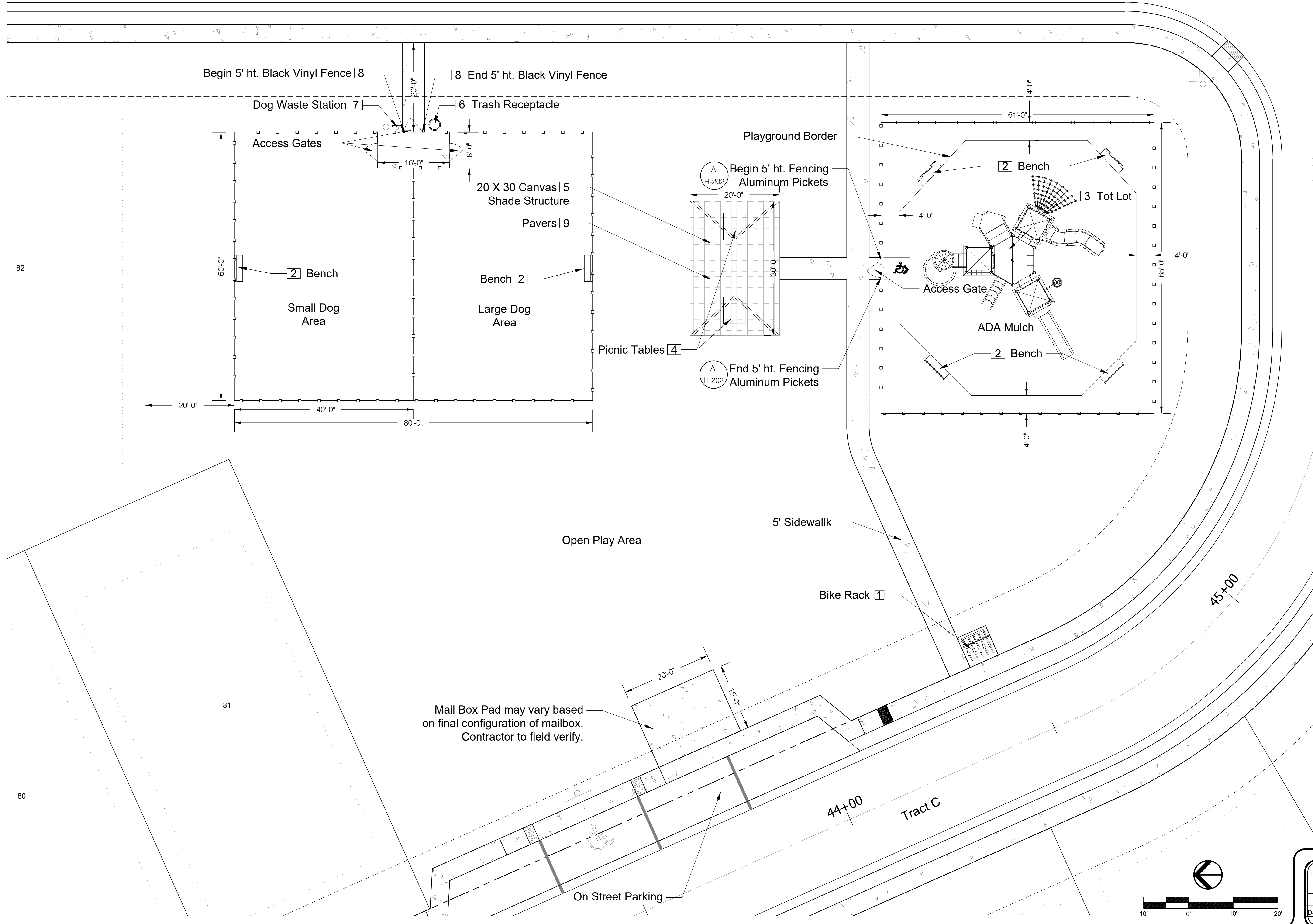


PROJECT NO.
23234
SCALE
1"=100'
DATE
July 2024
SHEET
K-200

Key Sheet
Hardscape Plan
Willowbrook South
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

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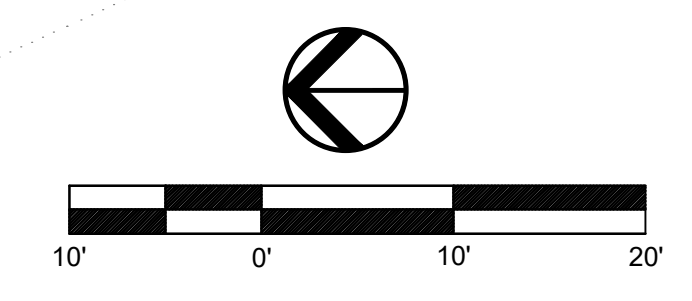


82

81

80

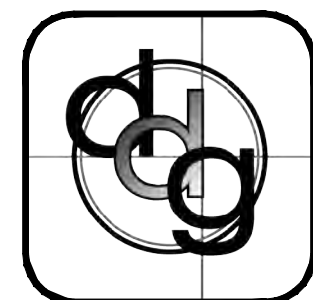
Mail Box Pad may vary based on final configuration of mailbox. Contractor to field verify.



Date:

REV.	DATE	DESCRIPTION	BY

South Village Park Tract F
 Hardscape Plan
 Willowbrook South
 Winter Haven, Florida



PROJECT NO.
23234
 SCALE
1"=10'
 DATE
July 2024
 SHEET
H-201

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Hardscape Notes:

1. CONSTRUCTION DETAILS SHOWN ON THESE PLANS ARE FOR DESIGN PURPOSES ONLY. **THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND STRUCTURAL ENGINEERING TO THE OWNER FOR REVIEW AND APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF ITEMS SHOWN ON THESE PLANS.**

2. **CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF DOCUMENTS, PERMIT APPLICATION AND THE SECURING OF BUILDING PERMITS FOR THE PROPOSED IMPROVEMENTS.**

3. PLANS AND DETAILS ARE BASED UPON PLANS PREPARED BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES.

4. ALL DIMENSIONS SHOWN ARE "ON-CENTER" UNLESS OTHERWISE NOTED.

5. UNLESS OTHERWISE NOTED, ALL PRODUCTS IDENTIFIED ON THE PLANS ARE CONSIDERED "OR EQUAL". CONTRACTOR MAY PROPOSE ALTERNATE PRODUCTS AND FINISHES TO OWNER FOR REVIEW AND APPROVAL.

6. ALL STUCCO FINISHES ON WALLS, COLUMNS & CAPS WILL BE PAINTED ON BOTH SIDES. OWNER WILL REQUEST PAINT SAMPLES TO BE PROVIDED ON SITE AS PART OF THE SELECTION PROCESS.

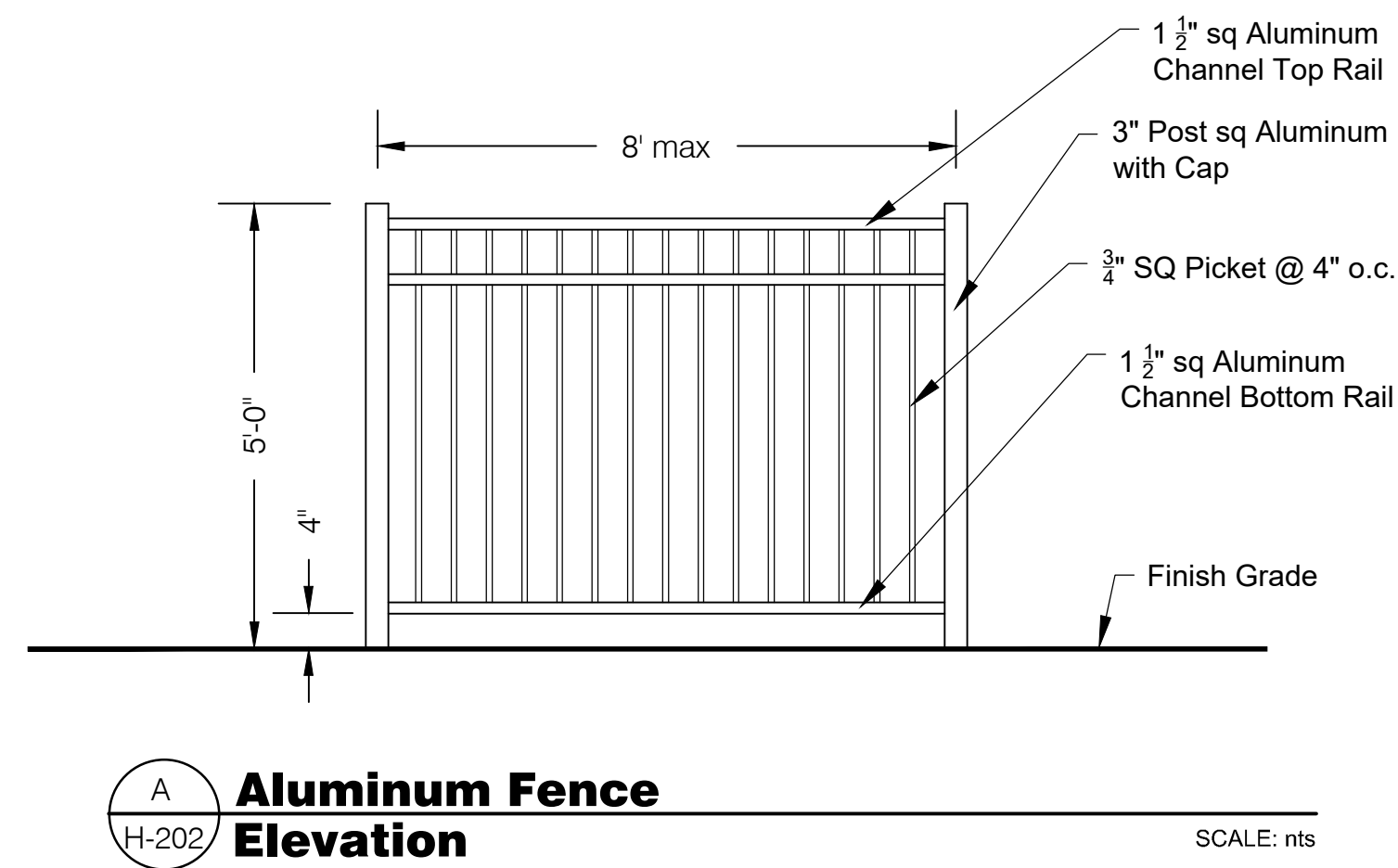
8. CONTRACTOR TO VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES AT TIME OF BIDDING.

9. UNLESS OTHERWISE NOTED ALL ALUMINUM GATES AND FENCING TO BE POWDER COATED BLACK.

10. UNLESS OTHERWISE NOTED ALL COLUMNS SHALL BE A MINIMUM 18" FROM THE BACK OF CURB.

HARDSCAPE SCHEDULE:

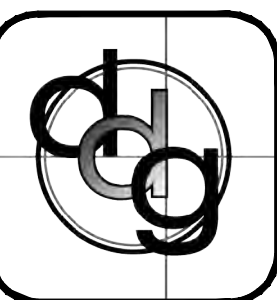
No.	Item:	Manufacturer or Distributer:	Catalogue # or Description:	Notes:
1	BIKE RACK	ANOVA https://www.anovafurnishings.com	STREETSIDE 5-BIKE / 3 LOOP BIKERACK, POWDER COATED, SURFACE MOUNT; ITEM # LBR5PSURF; COLOR BLACK	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL
2	BENCH	ANOVA https://www.anovafurnishings.com	FROG FURNISHING HERITAGE 6' RECYCLED PLASTIC BENCH WITH CAST ALUMINUM FRAMES; ITEM # RESOL6; COLOR CEDAR; FRAME BLACK	IN GROUND MOUNT; INSTALL PER MANUFACTURES SPECIFICATION; OR EQUAL
3	TOT LOT	LANDSCAPE STRUCTURES	TO BE SELECTED BY OWNER	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL
4	PICNIC TABLE	ANOVA https://www.anovafurnishings.com	6' RECTANGULAR PICNIC TABLE, RECYCLED PLASTIC LEGS; ITEM #RCP6; PLASTIC SLAT COLOR CEDAR; FRAME COLOR BLACK	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL
5	CANVAS SHADE STRUCTURE	POLIGON https://poligonfabric.com/	STANDARD HIP RECTANGULAR, SIZE 20' X 30' X 12', MODEL # RD203012SG	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL
6	TRASH RECEPTACLE	ANOVA https://www.anovafurnishings.com	WAINWRIGHT 45 GAL., OPEN TOP; ITEM #RCPWOT; COLOR TEXTURED BLACK; PLASTIC SLAT COLOR CEDAR	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL
7	DOG WASTE STATION	ANOVA https://www.anovafurnishings.com	LOW PROFILE DOG WASTE STATION WITH ROUND PERFORATED CAN AND ROLL BAG DISPENSER; ITEM # DO45-B; COLOR BLACK	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL
8	5' BLACK VINYL FENCE	BY CONTRACTOR	5' BLACK VINYL FENCE (TOP & BOTTOM RAIL REQUIRED)	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL
9	PAVERS	BELGARD WWW.BELGARD.COM	CATALINA GRANA PAVER; 3 PIECE SYSTEM (4X8, 8X8, 8X12); COLOR TITANIUM	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL
10	STONE VENNER	J & N STONE WWW.STONEVENNER.COM	BLUE RIDGE ASHLAR STONE	INSTALL PER MANUFACTURES SPECIFICATIONS; OR EQUAL



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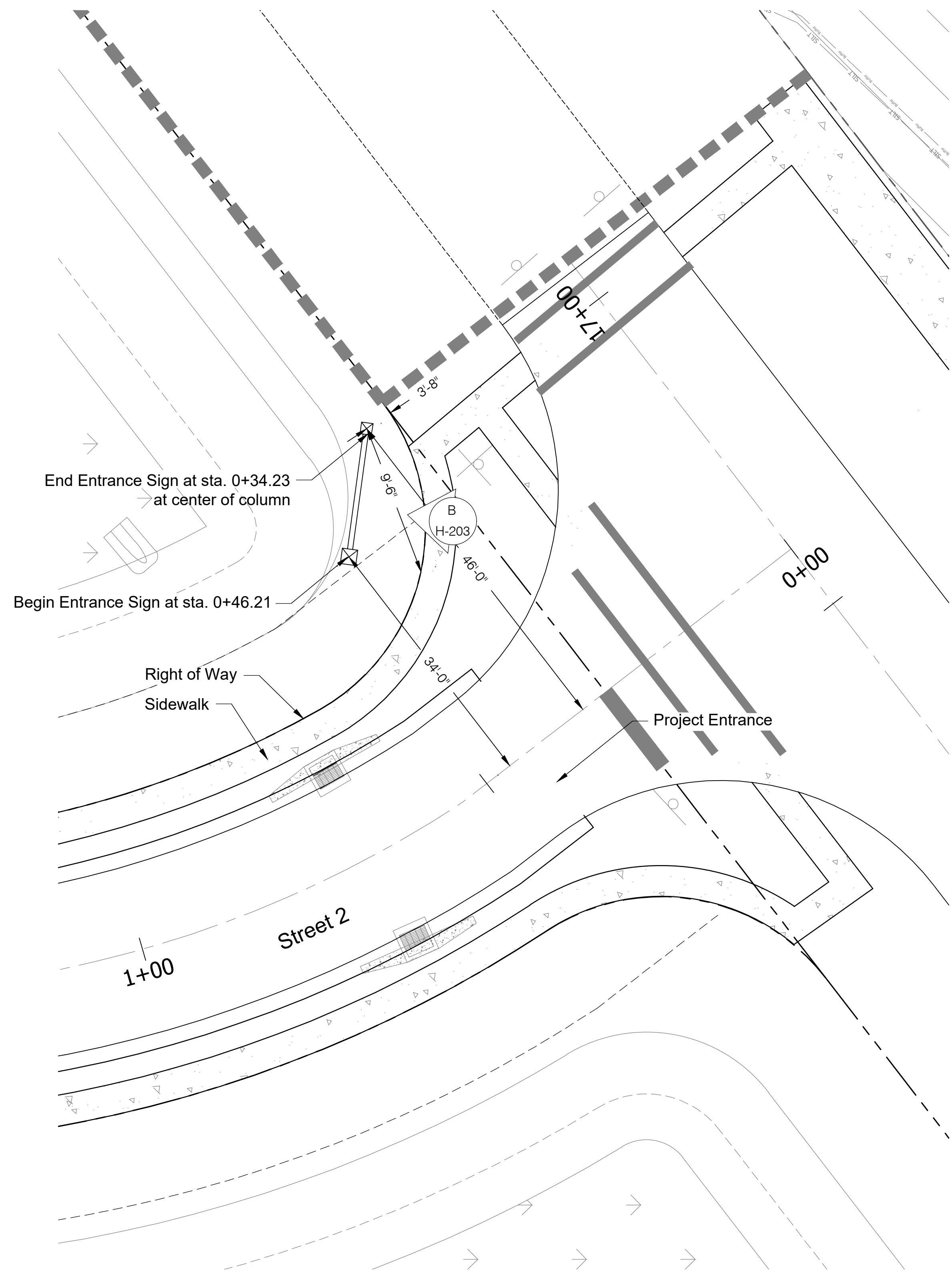
REV.	DATE	DESCRIPTION	BY

Elevations & Details
 Hardscape Plan
 Willowbrook South
 Winter Haven, Florida

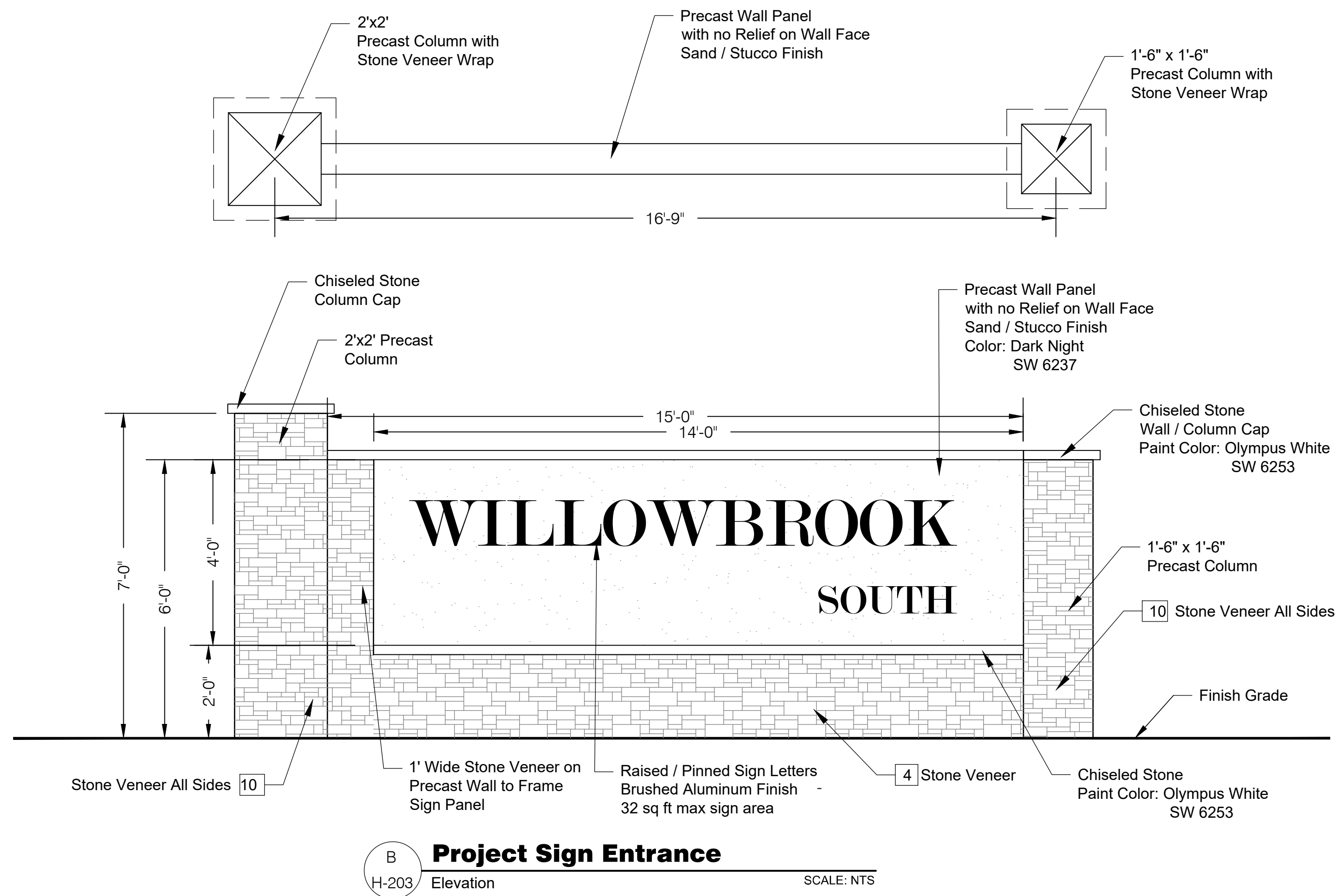


Date: _____

PROJECT NO.
23234
SCALE
nts
DATE
July 2024
SHEET
H-202



A Project Sign Entrance
H-203 Plan View SCALE: 1"=10'

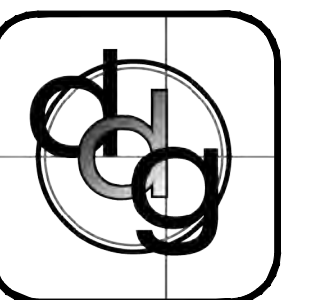


B Project Sign Entrance
H-203 Elevation SCALE: NTS

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REV	DATE	DESCRIPTION	BY

Hardscape Elevation & Details
Hardscape Plan
Willowbrook South
Winter Haven, Florida



PROJECT NO.
23234
SCALE
nts
DATE
July 2024
SHEET
H-203

Date: _____

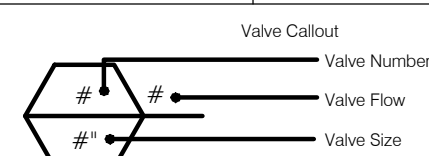
Irrigation Schedule Entrance & Community Areas

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI		
	Rain Bird 1806 (MPR) 15 Strip Series Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	109	30		
	Rain Bird 1806 (MPR) 5 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	9	30		
	Rain Bird 1806 (MPR) 8 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	40	30		
	Rain Bird 1806 (MPR) 10 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	10	30		
	Rain Bird 1806 (MPR) 12 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	8	30		
	Rain Bird 1806 (MPR) 15 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	19	30		
	Rain Bird 1806 (MPR) HE-VAN Series Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	1	30		
	Rain Bird 1804-1400 Flood Tree Bubbler 1401 Flood Bubbler 4.0" pop-up	48	20		

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
	Rain Bird 5006-R-NP-PC-FC-MPR 25 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle). Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Non-Potable Purple Cover. Pressure Regulating.	96	35		24'
	Rain Bird 5006-R-NP-PC-FC-MPR 35 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle). Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Non-Potable Purple Cover. Pressure Regulating.	2	35		34'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Area to Receive Dripline	
	Rain Bird XFCV-06-18 XFCV On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve, 0.6 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Great for elevation change. Specify XF insert fittings.	2,494 s.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESBR 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, and Purple Flow Control Handle.	21
	Rain Bird PESBR-PRS-D (2) 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, Purple Flow Control Handle, and Pressure Regulator Module.	9
	Hunter XCH-0600-SS with Solar Panel Electromechanical controller, 6 stations, outdoor model, battery-powered. Stainless Steel Cabinet. For residential/commercial use. Compatible with Solar Panel Kit	1
	Hunter XCH-0600-SS with Solar Panel Electromechanical controller, 6 stations, outdoor model, battery-powered. Stainless Steel Cabinet. For residential/commercial use. Compatible with Solar Panel Kit	1
	Hunter XCH-0600-SS with Solar Panel Electromechanical controller, 6 stations, outdoor model, battery-powered. Stainless Steel Cabinet. For residential/commercial use. Compatible with Solar Panel Kit	1
	Rain Bird RSD-BEX Rain Sensor, with metal latching bracket, extension wire.	3
	Water Meter 3/4" 3/4" Reclaim Water Irrigation Meter	1
	Water Meter 3/4" 3/4" Reclaim Water Irrigation Meter	1
	Water Meter 3/4" 3/4" Reclaim Water Irrigation Meter	1
	Irrigation Lateral Line: PVC Class 200 SDR 21	7,239 l.f.
	Irrigation Mainline: PVC Class 200 SDR 21	1,913 l.f.



Watering Schedule Entrance & Common Areas

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Rain Bird PESBR	Turf Spray	0.91 in/h	0.7	46	1,030	515
2	Rain Bird PESBR	Turf Rotor	1.04 in/h	0.7	41	700	350
3	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.42 in/h	0.65	92	21.2	10.6
4	Rain Bird PESBR-PRS-D (2)	Bubbler	3.46 in/h	0.65	12	108	54
5	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	207	104
6	Rain Bird PESBR	Turf Spray	1.24 in/h	0.7	34	425	213
7	Rain Bird PESBR	Turf Rotor	0.93 in/h	0.7	46	932	466
8	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	462	231
9	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	133	66.7
10	Rain Bird PESBR	Turf Spray	1.09 in/h	0.7	25	514	257
11	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	120	60
12	Rain Bird PESBR	Turf Spray	1.03 in/h	0.7	41	849	424
13	Rain Bird PESBR	Turf Rotor	0.7 in/h	0.7	61	623	312
14	Rain Bird PESBR	Turf Rotor	Unknown	0.7			
34	Rain Bird PESBR	Turf Rotor	0.66 in/h	0.7	64	388	194
35	Rain Bird PESBR	Turf Spray	1.8 in/h	0.7	24	476	238
36	Rain Bird PESBR	Turf Rotor	0.67 in/h	0.7	63	1,308	654
37	Rain Bird PESBR	Turf Spray	1.78 in/h	0.7	24	494	247
38	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	240	120
39	Rain Bird PESBR	Turf Rotor	0.67 in/h	0.7	63	1,308	654
40	Rain Bird PESBR	Turf Spray	1.79 in/h	0.7	24	494	247
41	Rain Bird PESBR	Turf Rotor	0.67 in/h	0.7	64	1,274	637
42	Rain Bird PESBR	Turf Spray	1.75 in/h	0.7	24	331	166
43	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	196	98.0
44	Rain Bird PESBR	Turf Spray	1.55 in/h	0.7	28	357	179
45	Rain Bird PESBR	Turf Rotor	0.58 in/h	0.7	72	376	188
46	Rain Bird PESBR	Turf Spray	1.32 in/h	0.7	32	502	251
47	Rain Bird PESBR	Turf Rotor	0.67 in/h	0.7	64	1,274	637
48	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	108	54
49	Rain Bird PESBR	Turf Rotor	0.77 in/h	0.7	55	714	357
TOTALS:					1,403	15,967	7,983

Watering Schedule Park Area

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
15	Rain Bird PESBR	Turf Rotor	0.59 in/h	0.7	72	1,445	723
16	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	216	108
17	Rain Bird PESBR	Turf Rotor	0.63 in/h	0.7	67	1,203	601
18	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	91	198	99.2
19	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	676	338
20	Rain Bird PESBR	Turf Rotor	0.57 in/h	0.7	74	1,439	719
21	Rain Bird PESBR	Turf Rotor	0.62 in/h	0.7	68	1,370	685
22	Rain Bird PESBR	Turf Spray	1.28 in/h	0.7	33	678	339
23	Rain Bird PESBR	Turf Spray	1.63 in/h	0.7	26	525	263
24	Rain Bird PESBR	Turf Spray	1.2 in/h	0.7	35	712	356
25	Rain Bird PESBR	Turf Spray	1.52 in/h	0.7	28	554	277
26	Rain Bird PESBR	Turf Spray	1.63 in/h	0.7	26	525	263
27	Rain Bird PESBR	Turf Spray	0.73 in/h	0.7	58	994	497
28	Rain Bird PESBR	Turf Spray	1.71 in/h	0.7	25	491	245
29	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.42 in/h	0.65	93	32.6	16.3
30	Rain Bird PESBR-PRS-D (2)	Area for Dripline	0.43 in/h	0.65	92	910	455
31	Rain Bird PESBR-PRS-D (2)	Bubbler	3.4 in/h	0.65	12	216	108
32	Rain Bird PESBR	Turf Spray	1.37 in/h	0.7	31	512	256
33	Rain Bird PESBR	Turf Spray	1.27 in/h	0.7	33	671	336
TOTALS:					968	13,368	6,684

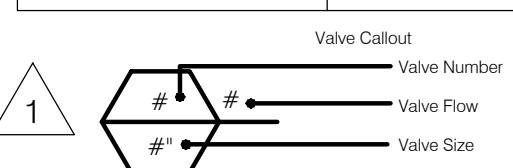
Irrigation Schedule Park Area

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI		
	Rain Bird 1806 (MPR) 15 Strip Series Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	65	30		
	Rain Bird 1806 (MPR) 5 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	14	30		
	Rain Bird 1806 (MPR) 12 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	15	30		
	Rain Bird 1806 (MPR) 15 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	41	30		
	Rain Bird 1804-1400 Flood Tree Bubbler 1401 Flood Bubbler 4.0" pop-up	36	20		

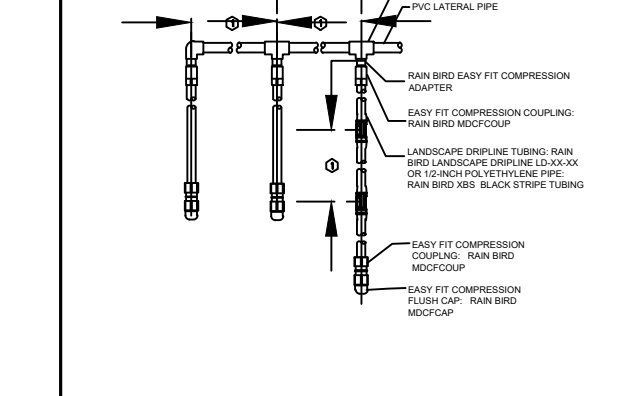
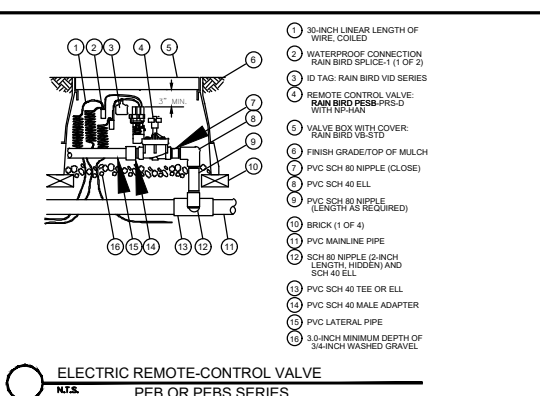
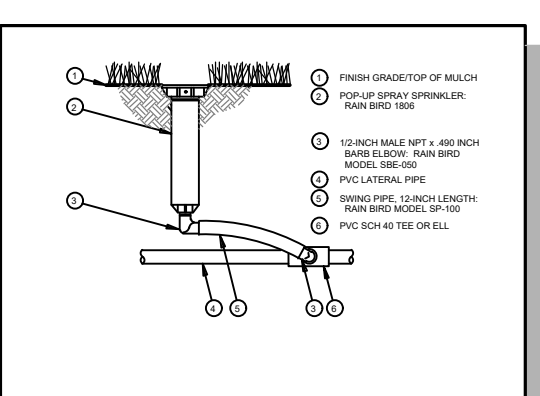
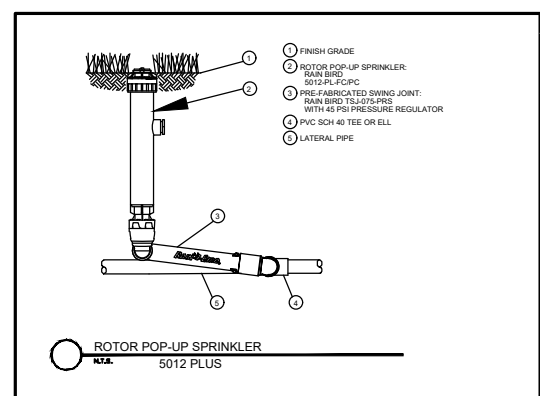
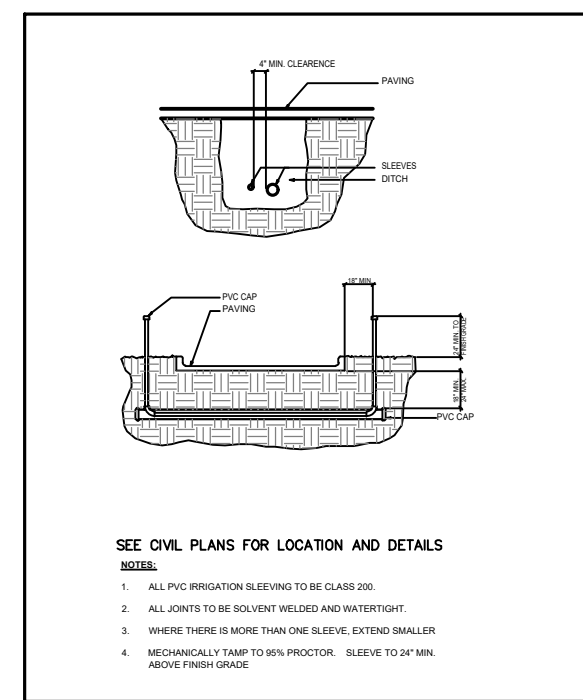
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
	Rain Bird 5006-R-NP-PC-FC-MPR 25 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle). Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Non-Potable Purple Cover. Pressure Regulating.	12	35		24'
	Rain Bird 5006-R-NP-PC-FC-MPR 30 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle). Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Non-Potable Purple Cover. Pressure Regulating.	6	35		30'
	Rain Bird 5006-R-NP-PC-FC-MPR 35 Turf Rotor, 6.0" Pop-Up, Plastic Riser, Matched Precipitation Rotor (MPR nozzle). Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Non-Potable Purple Cover. Pressure Regulating.	22	35		34'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Area to Receive Dripline	
	Rain Bird XFCV-06-18 XFCV On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve, 0.6 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Great for elevation change. Specify XF insert fittings.	4,563 s.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESBR 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, and Purple Flow Control Handle.	13
	Rain Bird PESBR-PRS-D (2) 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, Purple Flow Control Handle, and Pressure Regulator Module.	6
	Rain Bird ESPLXME2 w/ (2) ESPLXMSM12 36 Station, Traditionally-Wired, Commercial Controller. (1) ESPLXME2 12-Station, Indoor/Outdoor, Plastic Wall-Mount Enclosure w/ (2) ESPLXMSM12 - 12-Station Expansion Modules.	1
	Rain Bird RSD-BEX Rain Sensor, with metal latching bracket, extension wire.	1
	Water Meter 1" 1" Reclaim Water Irrigation Meter	1
	Irrigation Lateral Line: PVC Class 200 SDR 21	3,914 l.f.
	Irrigation Mainline: PVC Class 200 SDR 21	532.6 l.f.



DETAILS



IRRIGATION SYSTEM PERFORMANCE NOTES

- IRRIGATION SYSTEM AS SHOWN IS DESIGNED TO OPERATE OFF A RECLAIM WATER SOURCE WITH A PROVIDING A MINIMUM PSI OF 45 AT THE SOURCE
- HEAD LAYOUT BASED ON BASE INFORMATION PROVIDED. HEADS SHALL BE ADJUSTED TO ACCOMMODATE FIELD VARIATIONS WHILE MAINTAINING 100% COVERAGE AND MINIMIZING OVER SPRAY ONTO PAVED AREAS AND BUILDINGS.
- LATERAL PIPE SHALL BE SIZED SO THAT WATER VELOCITY DOES NOT EXCEED 5 FEET PER SECOND. MAXIMUM GPM PER PIPE SIZE AS FOLLOWS:

3/4" PIPE	8 GPM
1" PIPE	14 GPM
1 1/4" PIPE	24 GPM
1 1/2" PIPE	36 GPM
2" PIPE	50 GPM
2 1/2" PIPE	80 GPM
3" PIPE	120 GPM
4" PIPE	200 GPM
6" PIPE	450 GPM

- NOTE:**
- LAND FIX IRRIGATION WAS UTILIZED TO DESIGN THE IRRIGATION SYSTEM.
 - MAINLINE, LATERAL PIPE & CONTROL VALVES SHOWN IN HARDSCAPE/BUILDINGS AREA'S OR OUTSIDE OF PROPERTY LINES IS FOR CLARITY ONLY. INSTALL PIPE AND EQUIPMENT IN GREEN SPACE AND WITHIN PROPERTY LINES.

GENERAL NOTES

- REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREE AND SHRUB LOCATIONS.
- ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER AND ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- ALL POP-UP ROTOR AND SPRAY HEADS SHALL BE INSTALLED USING AN 18" PVC FLEX PIPE CONNECTION. CONTRACTOR SHALL NOT USE FUNNY PIPE.
- PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS, THE SMALLEST LATERAL, PIPE SIZE TO A SINGLE SPRAY OR ROTOR HEAD SHALL BE 3/4".
- ALL RISERS SHALL BE STAKED WITH A 1" METAL DOWEL AND SECURED WITH UV RESISTANT PLASTIC CABLE TIES. RISERS AND DOWEL SHALL BE PAINTED FLAT BLACK.
- ALL REMOTE CONTROL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES.
- THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
- CONTROL WIRE SHALL BE 14-1 UF DIRECT BURIAL COLORED RED FOR CONTROL WIRES AND WHITE FOR COMMON WIRE. NO CROSS CONNECTION BETWEEN CONTROLLERS SHALL BE ALLOWED. WIRE SPLICES SHALL BE MADE ONLY IN VALVE BOXES USING RAINBIRD "SNAP-TITE" CONNECTORS.
- ANY PIPING OR VALVES SHOWN OUTSIDE THE PROPERTY LINE OR OUTSIDE OF A LANDSCAPE AREA IN SHOWN THERE FOR DESIGN CLARITY ONLY. ALL PIPING AND VALVES SHALL BE INSTALLED ON THE PROPERTY AND WITHIN LANDSCAPE AREAS.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH, AND EXERCISE CARE SO AS TO NOT DAMAGE ANY EXISTING BERMS, WALLS, STRUCTURES, PLANT MATERIALS AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIR OR REPLACEMENT OF ALL ITEMS DAMAGE BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF SLEEVES AND PIPING THROUGH WALLS, UNDER ROADWAYS AND PAVING, ETC.
- DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN ARE DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATIONS IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS.
- FINAL LOCATION OF THE AUTOMATIC CONTROLLER(S) SHALL BE APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.
- ELECTRICAL SERVICE TO ALL EQUIPMENT SHALL BE PROVIDED TO A JUNCTION BOX AT THE EQUIPMENT LOCATION, (BY OTHERS, NOT A PART OF THIS CONTRACT) THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CONNECTION FROM THE JUNCTION BOX TO ALL EQUIPMENT.
- THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES TO PROVIDE OPTIMUM COVERAGE WITH MINIMAL OVERSPRAY ONTO WALKS, STREETS, WALLS, ETC. IN ORDER TO ACCOMPLISH THIS, THE CONTRACTOR MAY SUBSTITUTE VARIABLE ARC NOZZLES IN PLACE OF THE SPECIFIED FIXED ARC NOZZLES WHERE NECESSARY. PRESSURE COMPENSATING SCREENS MAY ALSO BE USED TO REDUCE SPRAY DISTANCE.
- THE CONTRACTOR SHALL COMPLETE ALL WORK IN ACCORDANCE WITH ALL PREVAILING LAWS, CODES AND REGULATIONS.
- ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. A COPY OF THE ORIGINAL PLAN MAY BE OBTAINED FROM THE LANDSCAPE ARCHITECT FOR A FEE. THE AS-BUILT DRAWING SHALL LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES.
- ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
- SLEEVES SHALL BE PLACED UNDER PAVEMENT AS SHOWN ON PLANS AND SHALL BE A MINIMUM OF 2X THE SIZE OF THE IRRIGATION PIPE.
- CONTRACTOR SHALL PERFORM PRESSURE AND VOLUME TEST ON IRRIGATION WATER SOURCE OVER A CONTINUOUS 24 HOUR PERIOD PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION WORK, SHOULD THE AVAILABLE SUPPLY NOT BE ADEQUATE TO MEET THE DEMANDS OF THE IRRIGATION SYSTEM AS DESIGNED THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION FOR DESIGN MODIFICATIONS.
- ALL IRRIGATION PIPES, SPRINKLER CAPS AND VALVE BOX COVERS SHALL BE PURPLE TO DENOTE REUSE WATER. CONTRACTOR TO PROVIDE SIGNAGE AT ALL PROJECT ENTRANCES DENOTING REUSE IRRIGATION WATER. SEE CIVIL PLAN FOR LOCATION AND DETAIL.

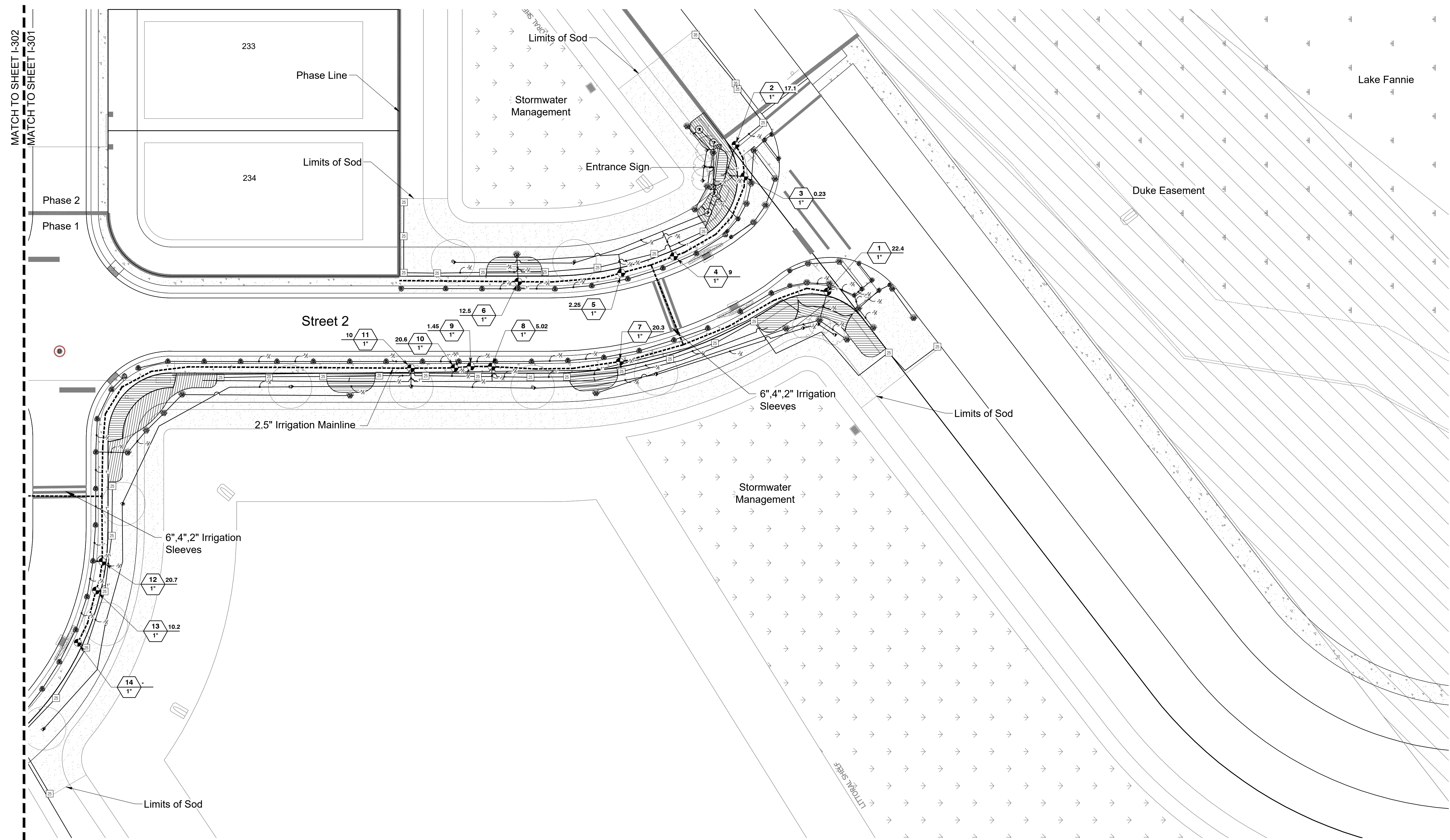
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REV	DATE	DESCRIPTION
1	10.28.24	Revised per City Comments

Irrigation Schedule & Details
Irrigation Plan
Willowbrook South
 Winter Heaven, Florida

PROJECT NO.	23234
SCALE	NTS
DATE	July 2024
SHEET	I-001

Date: _____



MATCH TO SHEET I-302
MATCH TO SHEET I-301

Phase 2
Phase 1

Street 2

2.5" Irrigation Mainline

6",4",2" Irrigation Sleeves

Limits of Sod

Limits of Sod
Stormwater Management
Entrance Sign

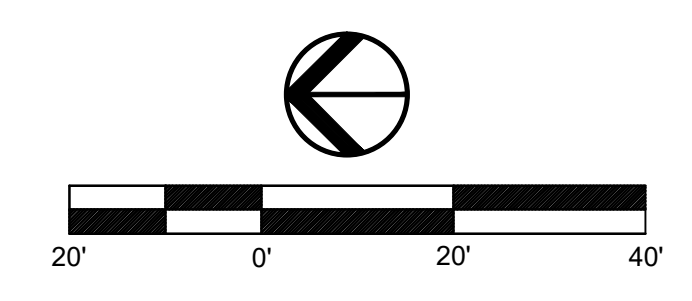
Stormwater Management

6",4",2" Irrigation Sleeves

Limits of Sod

Duke Easement

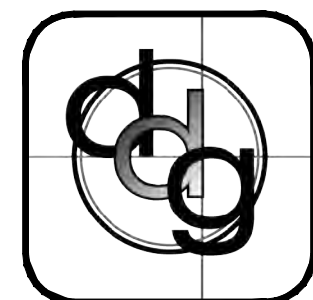
Lake Fannie



Date:	
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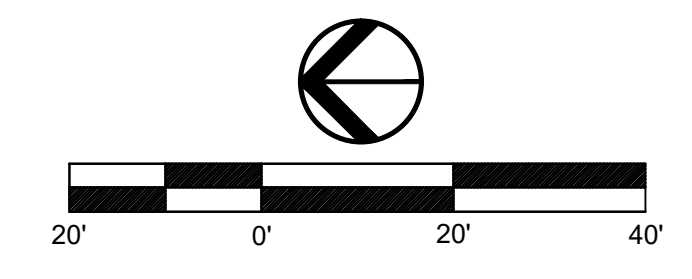
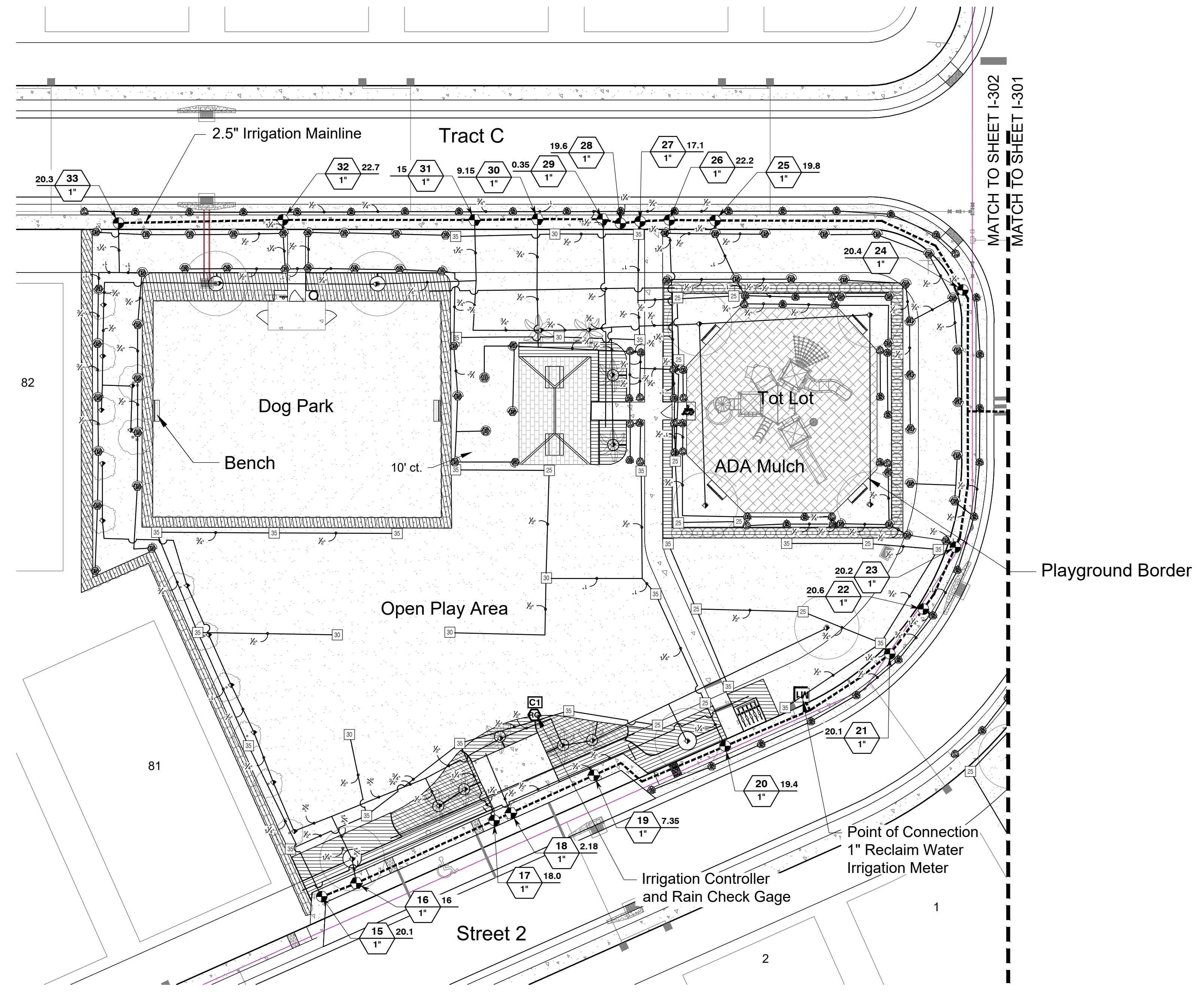
REV	DATE	DESCRIPTION	BY

Entrance
Irrigation Plan
Willowbrook South
Winter Haven, Florida



PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
I-301

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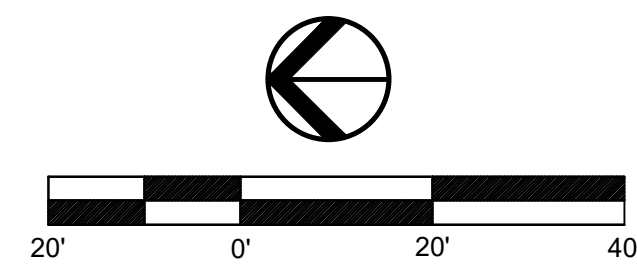
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PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
I-302

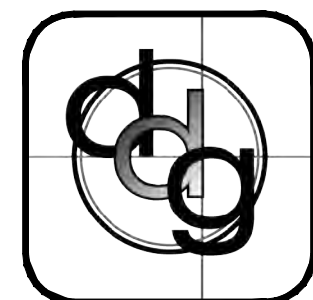
South Village Park Tract 'F'
Irrigation Plan
Willowbrook South
Winter Haven, Florida

REV.	DATE	DESCRIPTION
1	10/28/24	Revised per City Comments

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Date: _____

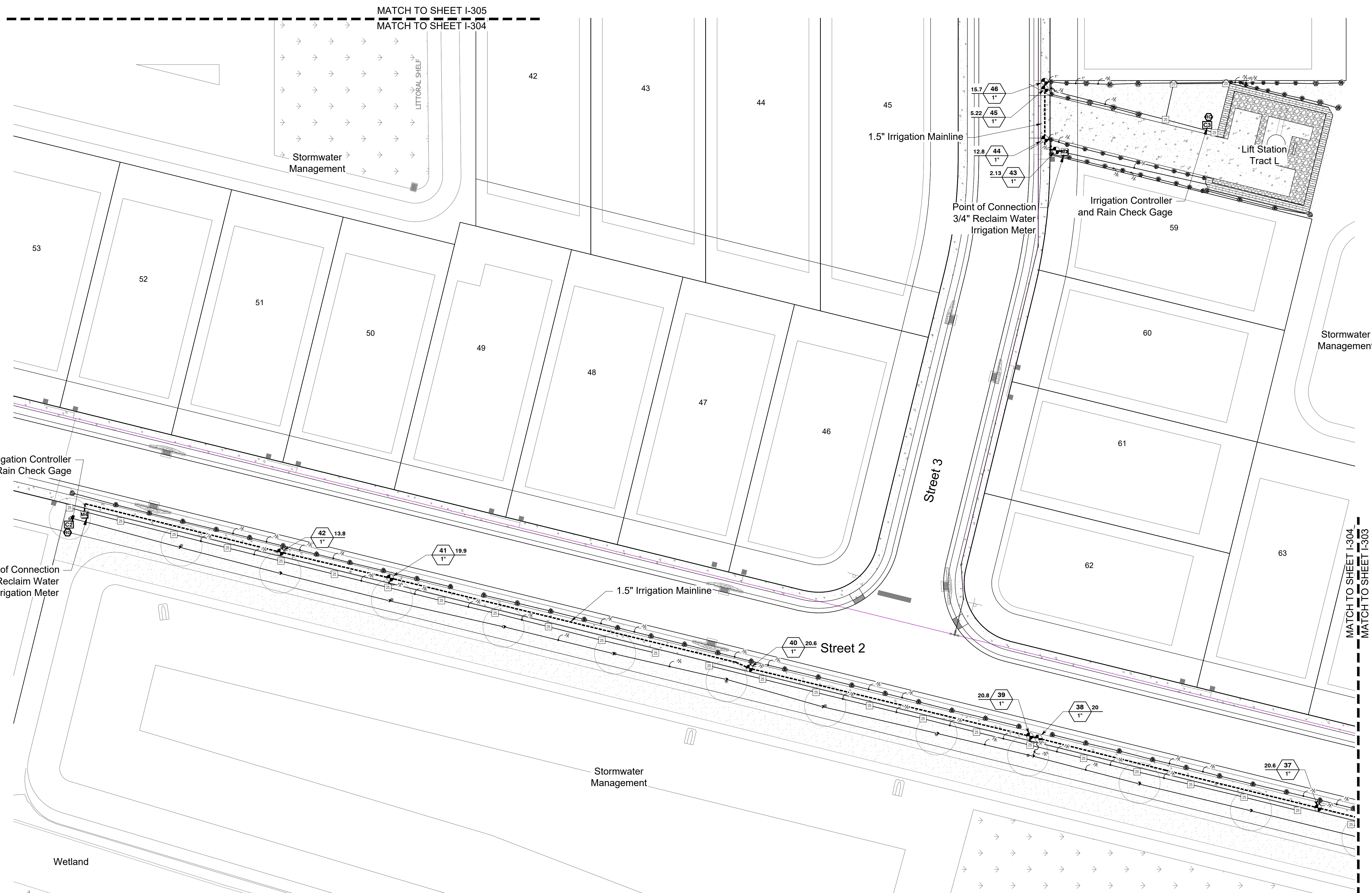


PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
I-303

Street Trees
Irrigation Plan
Willowbrook South
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

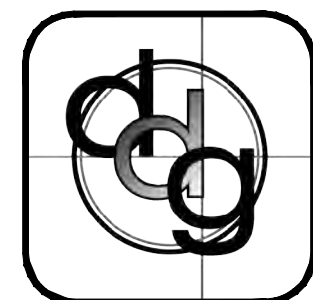
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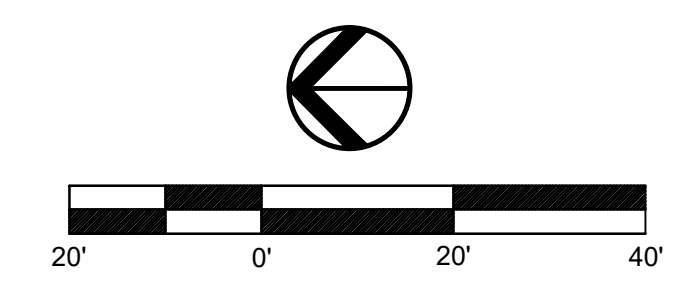
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 913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

REV	DATE	DESCRIPTION	BY

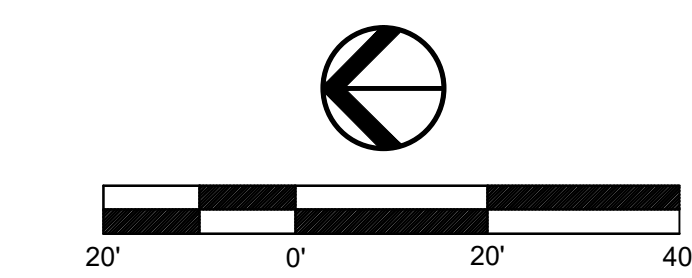
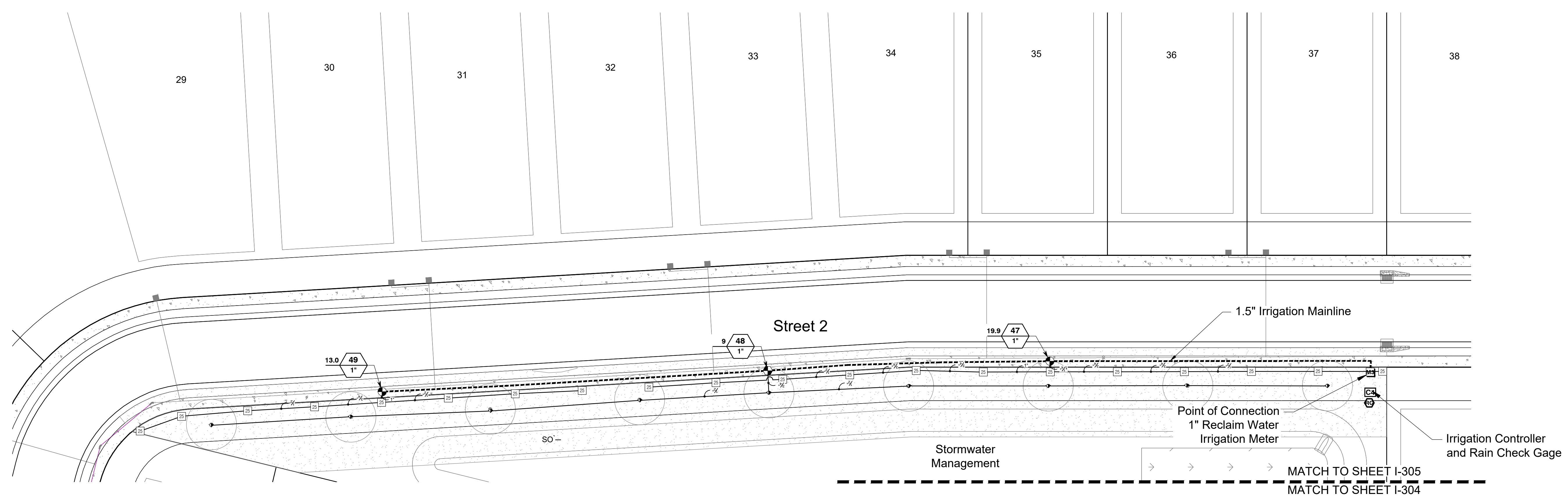
Street Trees & Tract L
 Irrigation Plan
 Willowbrook South
 Winter Haven, Florida



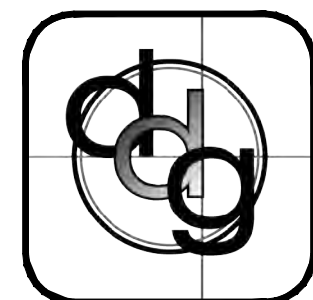
PROJECT NO.
23234
 SCALE
1"=20'
 DATE
July 2024
 SHEET
L-104



Date: _____



Date:



PROJECT NO.
23234
SCALE
1"=20'
DATE
July 2024
SHEET
I-305

Street Trees
Irrigation Plan
Willowbrook South
Winter Haven, Florida

REV.	DATE	DESCRIPTION	BY

daly design group inc.
Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

SECTION VIII

SECTION C

SECTION 1

Willowbrook
Community Development District

Funding Request #9
August 15, 2024

Bill to: KRPC Willowbrook LLC

	Payee		General Fund FY24
1	Gannett Florida LocaliQ Invoice # 0006584134 - Legal Advertising - July 2024	\$	881.36
2	Governmental Management Services Invoice # 11 - Management Fees - July 2024 Invoice # 12 - Management Fees - August 2024	\$	4,000.00 \$ 4,026.26
3	Kilinski Van Wyk PLLC Invoice # 9702 - General Counsel - May 2024 Invoice # 9872 - General Counsel - June 2024	\$	2,384.00 \$ 811.00
4	Sloan Engineering Group Invoice # 11904 - Engineering Services - May 2024	\$	255.00
		\$	12,357.62
Total:			\$ 12,357.62

Please make check payable to:
Willowbrook
Community Development District
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Willowbrook
Community Development District

Funding Request #10
August 23, 2024

Bill to: KRPC Willowbrook LLC

Payee	General Fund FY24
1 Kilinski Van Wyk PLLC Invoice # 10100 - General Counsel - July 2024	\$ 2,370.35
2 Supervisor Fees - 07/23/2024 Meeting McKinzie Terrill	\$ 215.30
Allan Keen	\$ 215.30
Hyzen Marc	\$ 215.30
	\$ 3,016.25
<hr/>	
Total:	\$ 3,016.25

Please make check payable to:
Willowbrook
Community Development District
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Willowbrook
Community Development District

Funding Request #11
September 12, 2024

Bill to: KRPC Willowbrook LLC

	Payee	General Fund FY24
1	Egis Insurance & Risk Advisors Invoice # 25140 - FY25 Insurance Policy	\$ 5,000.00
2	Governmental Management Services Invoice # 13 - Management Fees - August 2024	\$ 4,023.72
		\$ 9,023.72
		Total: \$ 9,023.72

Please make check payable to:
Willowbrook
Community Development District
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Willowbrook
Community Development District

Funding Request #12
September 27, 2024

Bill to: KRPC Willowbrook LLC

	Payee	General Fund FY24
1	Governmental Management Services Invoice # 14 - Assessment Roll - FY25	\$ 6,000.00
2	Kilinski Van Wyk PLLC Invoice # 10372 - General Counsel - August 2024	\$ 115.50
		\$ 6,115.50
		Total: \$ 6,115.50

Please make check payable to:
Willowbrook
Community Development District
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Willowbrook
Community Development District

Funding Request #13
October 17, 2024

Bill to: KRPC Willowbrook LLC

	Payee		General Fund FY24
1	Florida Commerce Invoice # 91677 - Special District Fee FY25	\$	175.00
2	Disclosure Technology Services, LLC Invoice # 1323 - 2024 Special Assessment Bonds	\$	2,500.00
3	Gannett Florida LocaliQ Invoice # 0006702298 - Legal Advertising - September 2024	\$	359.25
1	Governmental Management Services Invoice # 15 - Management Fees - October 2024	\$	4,133.92
		\$	7,168.17
Total:			\$ 7,168.17

Please make check payable to:
Willowbrook
Community Development District
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

SECTION 2

Requisition	Payee/Vendor	Amount
11	STALine Waterworks	\$ 146,927.80
12	The Keewin Real Property Company, LLC	\$ 92,727.00
13	Daly Design Group, Inc.	\$ 10,800.00
14	The Keewin Real Property Company, LLC	\$ 92,727.00
15	Jon M.Hall Company	\$ 283,795.87
16	Jon M.Hall Company	\$ 541,220.15
17	Daly Design Group, Inc.	\$ 16,200.00
18	Sloan Engineering Group	\$ 4,329.75
19	BasePoint Surveying, Inc.	\$ 11,100.00
20	Kilinski Van Wyk, PLLC	\$ 1,015.95
21	STALine Waterworks	\$ 433,913.56
22	The Keewin Real Property Company, LLC	\$ 92,727.00
23	Sloan Engineering Group	\$ 1,879.89
24	Jon M.Hall Company	\$ 565,484.56
25	Jon M.Hall Company	\$ 1,631,796.41
26	Rinker Materials	\$ 12,434.00
27	Cemex	\$ 19,973.72
28	Mack Industries	\$ 57,507.00
29	Mack Industries	\$ 344,569.00
30	STALine Waterworks	\$ 591,877.32
31	STALine Waterworks	\$ 14,678.00
32	STALine Waterworks	\$ 131,963.20
33	Daly Design Group, Inc.	\$ 4,387.50
34	Mack Industries	\$ 220,477.00
35	STALine Waterworks	\$ 186,824.94
36	STALine Waterworks	\$ 162,695.21
37	KRPC Willowbrook, LLC	\$ 13,965.55
38	The Keewin Real Property Company, LLC	\$ 92,727.00
39	Mack Industries	\$ 29,845.00
40	Xylem Water Solutions U.S.A.	\$ 17,805.00
41	Xylem Water Solutions U.S.A.	\$ 17,297.00
42	Cemex	\$ 19,813.17
43	Sloan Engineering Group	\$ 2,381.31
44	Sloan Engineering Group	\$ 1,940.06
45	STALine Waterworks	\$ 1,290.00
46	STALine Waterworks	\$ 133,501.83
	TOTAL	\$ 6,004,597.75

SECTION 3

Willowbrook
Community Development District

Unaudited Financial Reporting
September 30, 2024



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1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund</u>
3	<hr/>	<u>Series 2024 Debt Service Fund</u>
4	<hr/>	<u>Series 2024 Capital Projects Fund</u>
5	<hr/>	<u>Month to Month</u>
6	<hr/>	<u>Long Term Debt Report</u>

Willowbrook
Community Development District
Combined Balance Sheet
September 30, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 5,081	\$ -	\$ -	\$ 5,081
Series 2024:				
Reserve	\$ -	\$ 628,550	\$ -	\$ 628,550
Interest	\$ -	\$ 468,014	\$ -	\$ 468,014
Revenue	\$ -	\$ 14,847	\$ -	\$ 14,847
Construction	\$ -	\$ -	\$ 191,845	\$ 191,845
Cost of Issuance	\$ -	\$ -	\$ 105	\$ 105
Due from Developer	\$ 12,950	\$ -	\$ 911,255	\$ 924,204
Prepaid Expense	\$ 5,000	\$ -	\$ -	\$ 5,000
Total Assets	\$ 23,030	\$ 1,111,411	\$ 1,103,204	\$ 2,237,645
Liabilities:				
Accounts Payable	\$ 590	\$ -	\$ -	\$ 590
Contracts Payable	\$ -	\$ -	\$ 911,255	\$ 911,255
Total Liabilities	\$ 590	\$ -	\$ 911,255	\$ 911,845
Fund Balance:				
Nonspendable				
Deposits & Prepaid Items	\$ 5,000	\$ -	\$ -	\$ 5,000
Assigned:				
Debt Service - Series 2024	\$ -	\$ 1,111,411	\$ -	\$ 1,111,411
Capital Projects Fund	\$ -	\$ -	\$ 191,949	\$ 191,949
Unassigned	\$ 17,440	\$ -	\$ -	\$ 17,440
Total Fund Balances	\$ 22,440	\$ 1,111,411	\$ 191,949	\$ 1,325,801
Total Liabilities & Fund Balance	\$ 23,030	\$ 1,111,411	\$ 1,103,204	\$ 2,237,645

Willowbrook
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted Budget	Prorated Budget Thru 09/30/24	Actual Thru 09/30/24	Variance
Revenues:				
Developer Contributions	\$ 162,003	\$ 162,003	\$ 123,590	\$ (38,413)
Total Revenues	\$ 162,003	\$ 162,003	\$ 123,590	\$ (38,413)
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 11,000	\$ 11,000	\$ 4,000	\$ 7,000
FICA Expenses	\$ 825	\$ 825	\$ 306	\$ 519
Engineering	\$ 13,750	\$ 13,750	\$ 255	\$ 13,495
Attorney	\$ 22,917	\$ 22,917	\$ 25,758	\$ (2,841)
Audit	\$ 4,000	\$ 4,000	\$ -	\$ 4,000
Assessment Administration	\$ 6,000	\$ 6,000	\$ -	\$ 6,000
Arbitrage	\$ 450	\$ 450	\$ -	\$ 450
Dissemination	\$ 5,000	\$ 5,000	\$ 1,250	\$ 3,750
Dissemination Software	\$ 1,500	\$ 1,500	\$ -	\$ 1,500
Trustee Fees	\$ 3,600	\$ 3,600	\$ -	\$ 3,600
Management Fees	\$ 36,667	\$ 36,667	\$ 35,000	\$ 1,667
Information Technology	\$ 1,650	\$ 1,650	\$ 1,575	\$ 75
Website Maintenance	\$ 2,850	\$ 2,850	\$ 2,650	\$ 200
Telephone	\$ 275	\$ 275	\$ -	\$ 275
Postage & Delivery	\$ 917	\$ 917	\$ 252	\$ 665
Insurance	\$ 5,000	\$ 5,000	\$ 4,369	\$ 631
Printing & Binding	\$ 917	\$ 917	\$ -	\$ 917
Legal Advertising	\$ 13,750	\$ 13,750	\$ 24,632	\$ (10,882)
Contingency	\$ 4,583	\$ 4,583	\$ -	\$ 4,583
Office Supplies	\$ 573	\$ 573	\$ 16	\$ 557
Travel Per Diem	\$ 605	\$ 605	\$ -	\$ 605
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 150	\$ 25
Total General & Administrative	\$ 137,003	\$ 137,003	\$ 100,214	\$ 36,789
<u>Operations & Maintenance</u>				
Field Contingency	\$ 25,000	\$ 25,000	\$ -	\$ 25,000
Total Operations & Maintenance	\$ 25,000	\$ 25,000	\$ -	\$ 25,000
Total Expenditures	\$ 162,003	\$ 162,003	\$ 100,214	\$ 61,789
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 23,376	
Fund Balance - Beginning	\$ -		\$ (937)	
Fund Balance - Ending	\$ -		\$ 22,440	

Willowbrook

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted Budget	Prorated Budget Thru 09/30/24	Actual Thru 09/30/24	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 14,847	\$ 14,847
Total Revenues	\$ -	\$ -	\$ 14,847	\$ 14,847
Expenditures:				
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -
Principal Expense - 5/1	\$ -	\$ -	\$ -	\$ -
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 14,847	
Other Financing Sources/(Uses):				
Bond Proceeds	\$ -	\$ -	\$ 1,096,564	\$ 1,096,564
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 1,096,564	\$ 1,096,564
Net Change in Fund Balance	\$ -	\$ -	\$ 1,111,411	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 1,111,411	

Willowbrook
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted Budget	Prorated Budget Thru 09/30/24	Actual Thru 09/30/24	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 78,316	\$ 78,316
Developer Contributions	\$ -	\$ -	\$ 911,255	\$ 911,255
Total Revenues	\$ -	\$ -	\$ 989,571	\$ 989,571
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 8,193,847	\$ (8,193,847)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 421,175	\$ (421,175)
Total Expenditures	\$ -	\$ -	\$ 8,615,022	\$ (8,615,022)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (7,625,452)	
Other Financing Sources/(Uses):				
Bond Proceed	\$ -	\$ -	\$ 7,803,436	\$ 7,803,436
Developer Advances	\$ -	\$ -	\$ 13,966	\$ 13,966
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 7,817,401	\$ 7,817,401
Net Change in Fund Balance	\$ -	\$ -	\$ 191,949	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 191,949	

Willowbrook
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ -	\$ 26,750	\$ -	\$ 19,266	\$ 7,333	\$ 6,199	\$ 7,510	\$ 14,365	\$ 4,819	\$ -	\$ 15,374	\$ 21,973	\$ 123,590
Total Revenues	\$ -	\$ 26,750	\$ -	\$ 19,266	\$ 7,333	\$ 6,199	\$ 7,510	\$ 14,365	\$ 4,819	\$ -	\$ 15,374	\$ 21,973	\$ 123,590
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ 1,400	\$ 1,200	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 4,000
FICA Expenses	\$ -	\$ -	\$ -	\$ -	\$ 107	\$ 92	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ 306
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255	\$ -	\$ -	\$ -	\$ -	\$ 255
Attorney	\$ 1,722	\$ 5,742	\$ 2,631	\$ 3,072	\$ 2,610	\$ 1,757	\$ 2,429	\$ 2,384	\$ 811	\$ 2,370	\$ 116	\$ 116	\$ 25,758
Audit Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417	\$ 417	\$ 417	\$ 1,250
Dissemination Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ -	\$ 1,667	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 35,000
Information Technology	\$ -	\$ 75	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,575
Website Maintenance	\$ -	\$ -	\$ -	\$ 1,850	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 2,650
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ -	\$ 41	\$ 49	\$ 29	\$ 3	\$ 14	\$ 68	\$ 1	\$ -	\$ 24	\$ 24	\$ 252
Insurance	\$ -	\$ -	\$ 4,369	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,369
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ 359	\$ 12,139	\$ 1,480	\$ 757	\$ -	\$ 8,283	\$ 374	\$ -	\$ 881	\$ -	\$ 359	\$ 24,632
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ 3	\$ -	\$ 3	\$ 3	\$ 3	\$ 3	\$ 0	\$ -	\$ 3	\$ -	\$ 16
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150
Total General & Administrative	\$ 1,722	\$ 7,993	\$ 22,665	\$ 9,935	\$ 8,488	\$ 6,638	\$ 15,173	\$ 6,666	\$ 4,395	\$ 7,252	\$ 4,142	\$ 5,144	\$ 100,214
Operations & Maintenance													
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,214
Excess (Deficiency) of Revenues over Expenditures	\$ (1,722)	\$ 18,757	\$ (22,665)	\$ 9,331	\$ (1,155)	\$ (439)	\$ (7,663)	\$ 7,699	\$ 424	\$ (7,252)	\$ 11,232	\$ 16,829	\$ 23,376

Willowbrook
Community Development District
Long Term Debt Report

Series 2024, Special Assessment Revenue Bonds		
Interest Rate:	4.950%, 5.625%, 5.900%	
Maturity Date:	5/1/2055	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$628,550	
Reserve Fund Balance	\$628,550	
Bonds Outstanding - 5/20/2024		\$8,900,000
Current Bonds Outstanding		\$8,900,000