

*Willowbrook
Community Development District*

Meeting Agenda

November 13, 2025

AGENDA

Willowbrook

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

November 6, 2025

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 **Thursday, November 13, 2025 at 1:30 PM** at the **Lake Alfred Public Library, 245 N Seminole Ave, Lake Alfred, FL 33850.**

Zoom Video Join Link: <https://us06web.zoom.us/j/81406339892>

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

Meeting ID: 814 0633 9892

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes each)
3. Approval of Minutes of July 22, 2025 Board of Supervisors Meeting
4. Consideration of Resolution 2026-01 Ratifying Series 2025 Assessment Area Two Project Bonds
5. Consideration of Amended and Restated Disclosure of Public Financing
6. Presentation of Memo Regarding Amendments to District Rules of Procedure
 - A. Consideration of Resolution 2026-02 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District
7. Consideration of Resolution 2026-03 Adopting Amended Amenity Policies & Rates for the District
8. Consideration of Resolution 2026-04 Spending Authorization Resolution
9. Consideration of Proposals for Arbitrage Rebate Services from AMTEC for:
 - A. Series 2024 Assessment Area One Project Bonds
 - B. Series 2025 Assessment Area Two Project Bonds
10. Consideration of Fiscal Year 2025 Audit Services Engagement Letter from DiBartolomeo, McBee, Hartley & Barnes
11. Ratification of Special Warranty Deeds
 - A. Willowbrook North
 - B. Willowbrook South
12. Ratification of Partial Release of Mortgage, Security Agreement, and Assignment of Rents and Fixture Filing (Willowbrook North & South) with Trez Capital John Adams LP

13. Ratification of Partial Release of Mortgage, Security Agreement, and Other Security Documents (Willowbrook North & South) with DRB Group Florida, LLC
14. Ratification of Partial Release of Other Security Documents with Trex Capital (2015) Corporation
 - A. INSTR # 2025220667
 - B. INSTR # 2025220668
15. Consideration of Maintenance of the Landscaping to be Installed on Willowbrook North Tract J
16. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Presentation and Consideration of Proposals for Landscaping Maintenance Services
 - a) Willowbrook North
 - i. Brightview
 - ii. Floralawn
 - iii. Prince & Sons
 - iv. Weber
 - b) Willowbrook South
 - i. Brightview
 - ii. Floralawn
 - iii. Prince & Sons
 - iv. Weber
 - D. District Manager's Report
 - i. Ratification of Funding Requests #22 through #26
 - ii. Balance Sheet & Income Statement
17. Other Business
18. Supervisors Requests and Audience Comments
19. Adjournment

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 22, 2025**, at 9:30 a.m. at the Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida.

Present and constituting a quorum:

McKinzie Terrill
Allan Keen
Scott Shapiro *by Zoom*
Hyzens Marc

Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Grace Rinaldi

District Manager, GMS
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 in person constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present and none joining via Zoom.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the June 24, 2025
Board of Supervisors Meeting**

Ms. Burns presented the minutes from the June 24, 2025, Board of Supervisors meeting and asked for any comments, questions, or corrections. 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 June 24, 2025 Board of Supervisors Meeting, were approved.

**Scott Shapiro joined the meeting at this time.*

FOURTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2025/2026 Budget

Ms. Burns asked to open the public hearing.

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

i. Consideration of Resolution 2025-07 Adopting the District's Fiscal Year 2025/2026 Budget and Appropriating Funds

Ms. Burns presented Resolution 2025-07 and noted the budget is attached as Exhibit A. She pointed out that they made changes from the prior version that was approved in the preliminary budget. The biggest changes were mostly to the amenity section. They prorated that based on the development timeline. Ms. Burns added that they also incorporated the per unit caps in the developer contract that they have with the builder. She explained that they would see a developer contribution listed of \$38,530 that would only be billed if needed. She stated they also have undeveloped parcels that are just being assessed for the admin portion.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, Resolution 2025-07 Adopting the District's Fiscal Year 2025/2026 Budget and Appropriating Funds, was approved.

Ms. Burns stated the Deficit Funding Agreement is not on the agenda, but it's the agreement that they are obligated to fund up to that amount if needed to offset the developer caps.

On MOTION by Mr. Terrill, seconded by Mr. Keen, with all in favor, the Deficit Funding Agreement, was approved.

Ms. Burns asked to close the public hearing.

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

B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns asked to open the public hearing.

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

ii. Consideration of Resolution 2025-08 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns presented Resolution 2025-08 and noted this resolution is included in the agenda package for review. She explained that this would certify their assessments for collection based on the budget that the Board adopted.

On MOTION by Mr. Marc, seconded by Mr. Keen, with all in favor, Resolution 2025-08 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Ms. Burns asked to close the public hearing.

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

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2025-09
Designation of a Regular Monthly Meeting
Date, Time, and Location for Fiscal Year
2025/2026**

Ms. Burns presented Resolution 2025-09 designation a regular monthly meeting date, time and location for Fiscal Year 2025/2026.

On MOTION by Mr. Keen, seconded by Mr. Terrill, with all in favor, Resolution 2025-09 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2025/2026, was approved as amended.

SIXTH ORDER OF BUSINESS

**Presentation of Fiscal Year 2024 Audit
Report**

Ms. Burns stated there were no instances of noncompliance and no findings noted in the audit. It is considered a clean audit and was submitted to the state by the June 30th deadline.

On MOTION by Mr. Keen, seconded by Mr. Terrill, with all in favor, Accepting the Fiscal Year 2024 Audit Report, was approved.

SEVENTH ORDER OF BUSINESS

Goals and Objectives

A. Adoption of Fiscal Year 2026 Goals & Objectives

Ms. Burns stated the Fiscal Year 2026 Goals & Objectives are included in the agenda package for review. They are the same goals and objectives that they approved last year for the upcoming year.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, Adopting the Fiscal Year 2026 Goals & Objectives, was approved.

B. Presentation of Fiscal Year 2025 Goals & Objectives and Authorizing Chair to Execute

Ms. Burns stated they are on track to meet all the current goals and objectives for the current year.

On MOTION by Mr. Keen, seconded by Mr. Marc, with all in favor, the Fiscal Year 2025 Goals & Objectives and Authorizing Chair to Execute, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Uniform Collection Agreement with Polk County Tax Collector

Ms. Burns presented the Uniform Collection Agreement with Polk County. She stated that this is their annual renewal for the agreement that will allow them to collect their assessments on the tax roll this upcoming year.

On MOTION by Mr. Terrill, seconded by Mr. Marc, with all in favor, the Uniform Collection Agreement with Polk County Tax Collector, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rinaldi had nothing to report to the Board.

B. Engineer

There being no report, the next item followed.

C. District Manager's Report

i. Ratification of Funding Request #21

Ms. Burns reviewed Funding Request #21. She noted that they had already been approved, and the funding had been sent.

On MOTION by Mr. Terrill, seconded by Mr. Keen, with all in favor, Funding Request #21, was ratified.

ii. Balance Sheet & Income Statement

Ms. Burns stated that the financial statements were included in the agenda package for review, but no action was required from the Board.

TENTH ORDER OF BUSINESS

Other Business

Ms. Burns asked for an update on the Phase 1 area and an estimated timeline. The response was that the landscaping was about 1/3rd complete right now, and it probably will not be complete for another 60 days. Ms. Burns stated she will get someone to walk and review. Ms. Burns requested to be informed when they are closer to completion so they can have a vendor lined up.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$9,900,000 WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA TWO); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Willowbrook Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in the City of Winter Haven, Florida; and

WHEREAS, the District previously adopted Resolution Nos. 2024-24 and 2025-03 on November 16, 2023, and June 24, 2025, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of its Willowbrook Community Development District \$9,900,000 Special Assessment Bonds, Series 2025 (Assessment Area Two) (the “**Series 2025 Bonds**”), for the purpose of financing the acquisition and/or construction of all or a portion of the public infrastructure necessary for the Assessment Area Two Project (the “**Assessment Area Two Project**”), as described in the *Engineer’s Report for Willowbrook Community Development District*, dated November 16, 2023, as supplemented by the *2025 Supplemental Engineer’s Report for the Willowbrook Community Development District*, dated June 24, 2025 (together, the “**Engineer’s Report**”); and

WHEREAS, the District closed on the issuance of the Series 2025 Bonds on September 25, 2025; and

WHEREAS, as prerequisites to the issuance of the Series 2025 Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Assessment Consultant, District Counsel and Bond Counsel (“**District Staff**”) were required to execute and deliver various documents (the “**Closing Documents**”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2025 Bonds.

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

SECTION 1. The issuance of the Series 2025 Bonds, the adoption of resolutions relating to such Series 2025 Bonds, and all actions taken in the furtherance of the closing on such Series

2025 Bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

SECTION 2. The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 13th day of November 2025.

ATTEST:

**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

SECTION V

This instrument was prepared by and
upon recording should be returned to:

Lauren Gentry, Esq.
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

**AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT¹**

**Board of Supervisors²
Willowbrook Community Development District**

McKinzie Terrill
Chairman

Steve Rosser
Vice Chairman

Hyzens Marc
Assistant Secretary

Allan Keen
Assistant Secretary

Scott Shapiro
Assistant Secretary

District Manager
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Tel: (407) 841-5524
(“District Manager’s Office”)

District records are on file at the District Manager’s Office and are available for public inspection upon request during normal business hours.

¹ This amends, supplements, and restates the *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Willowbrook Community Development District*, recorded in the Official Records Book 13209, Page 0830-0840, inclusive of the Public Records of Polk County, Florida.

² This list reflects the composition of the Board of Supervisors as of November 6, 2025. For a current list of Board Members, please contact the District Manager’s Office.

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**AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN
BY THE WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

INTRODUCTION

On behalf of the Willowbrook Community Development District (“**District**”), the following information is provided to give you a description of the District’s services and the assessments that have been levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “**Act**”). Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents, as well as filed in the property records of each county in which the District is located.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District was established by Ordinance No. 2023-58, enacted by the City Commission of the City of Winter Haven, Florida on November 13, 2023, which became effective on November 13, 2023. The District boundaries encompass approximately 284.905 acres within the City of Winter Haven, Florida, as specified in **Exhibit A**. The development plan for the lands within the District includes approximately 667 single-family residential units to be constructed in two phases. As a local unit of special-purpose government, the District provides an alternate means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. The anticipated unit types are set forth below:

<u>Product Type</u>	<u>Phase I</u>	<u>Phase II</u>	<u>Phase I</u>	<u>Phase II</u>	<u>Total</u>
	<u>South</u>	<u>South</u>	<u>North</u>	<u>North</u>	
Single-Family 40’	0	0	50	0	50
Single-Family 50’	121	112	185	199	617
Total	121	112	235	199	667

The District is governed by a five-member Board of Supervisors (“**Board**” and individually, “**Supervisors**”), the members of which must be residents of the State of Florida and citizens of the United States. Within ninety (90) days of appointment of the initial Board, members were elected on an at-large basis by the owners of property within the District. Subsequent landowner elections are then held every two years in November. At the landowner elections, and generally stated, each landowner is entitled to cast one vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number, or one vote per platted lot. Commencing six (6) years after the initial appointment of the members of the Board and when the District attains a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered to vote with the Supervisor of Elections for Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

The District is subject to Florida law governing open meetings and records. Accordingly, Board meetings are noticed in the local newspaper and are conducted in a public forum in which public

participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection at the District Manager's Office during normal business hours.

OVERVIEW OF THE DISTRICT'S PROJECTS, BONDS & DEBT ASSESSMENTS

The District is authorized by the Act to, amongst other things, finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management systems, roadway improvements, on-site and off-site wetland mitigation, landscape/hardscape, parks and recreation facilities, irrigation systems and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

Pursuant to the Act, the District is authorized to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue bonds, notes and/or other specific financing mechanisms payable from such special assessments. On February 1, 2024, the Tenth Judicial Circuit of Florida, in and for Polk County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$43,615,000 in Special Assessment Revenue Bonds, in one or more series, for infrastructure needs of the District ("**Final Judgment**"). On March 7, 2024, the Tenth Judicial Circuit of Florida, in and for Polk County, Florida, entered a Certificate of No Appeal certifying that no notice of appeal has been filed or taken by any party or other person from the Final Judgment.

Capital Improvement Plan / Master Bonds & Assessments

In 2024, the District authorized the construction and/or financing of its master capital improvement plan ("**CIP**"). The CIP includes, among other things, master drainage and stormwater management infrastructure, master transportation and utility improvements, master landscape improvements, master recreation improvements, and soft costs. The CIP is estimated to cost approximately \$32,361,460 and is described in more detail in the *Engineer's Report for the Willowbrook Community Development District*, dated November 16, 2023 ("**Master Improvement Plan Report**").

The District anticipates financing all or a portion of the CIP by the issuance of one or more series of future special assessment bonds ("**Master Bonds**"). To secure the repayment of such Master Bonds, the District has levied and imposed one or more non-ad valorem debt service special assessment liens ("**Master Assessments**") on certain benefitted lands within the District. The Master Assessments are further described in the *Master Special Assessment Methodology Report*, dated November 16, 2023 ("**Master Assessment Report**"). A notice of the master assessment lien imposed consistent with the Master Assessment Methodology has been recorded in the Official Records of Polk County. The Master Assessment Report and the reports that supplement it are designed to conform to the requirements of Chapters 170, 190 and 197, *Florida Statutes*, are not intended to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

Allocation of special assessments is a continuous process until the CIP is completed. As a master series of interrelated improvements, the CIP benefits all developable acres within the District. Once platting has begun, the assessments will be allocated to the assigned properties based on the benefits they receive as set forth herein ("**Assigned Properties**"). The unassigned properties, defined as property that has not been platted and assigned development rights, will continue to be assessed on a per acre (equal acreage) basis ("**Unassigned Properties**"). Eventually the development plan will be completed and the assessments securing each series of bonds will be allocated to the benefitted property within the District. If there are changes to the development plan causing a change in the ultimate number of platted units, a true-up of the assessment(s) will be calculated to determine if a debt reduction or true-up payment is required.

Assessment Area One Project / Series 2024 Bonds

The District has authorized the construction and/or acquisition of its “**Assessment Area One Project**” as the first phase of the CIP. On May 30, 2024, the District issued \$8,900,000 Willowbrook Community Development District Special Assessment Revenue Bonds, Series 2024 (Assessment Area One Project) (“**Series 2024 Bonds**”), for the purpose of financing a portion of the Assessment Area One Project (the financed portion being the “**Assessment Area One Project**”). The amortization schedules for the Series 2024 Bonds are available at the District Manager’s Office. The Assessment Area One Project is anticipated to cost \$20,778,430 and is described in the *2024 Supplemental Engineering Report for the Willowbrook Community Development District*, dated March 26, 2024 (“**Assessment Area One Report**”). The Assessment Area One Project includes improvements related to the main entrance, master roadway infrastructure, master stormwater and utility improvements, master recreation, and master entry features and landscaping, all as more specifically described in the Assessment Area One Report.

The Series 2024 Bonds are secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments (“**Series 2024 Assessments**”) on all lands within the approximately 117.91 acres comprising “**Assessment Area One**,” as described in **Exhibit B** hereto. The Series 2024 Assessments are further described in the *Supplemental Assessment Methodology – Assessment Area One*, dated May 21, 2024 (the “**Supplemental Assessment Report**”). The Series 2024 Assessments are collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for unplatted property but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager’s Office.

The Series 2024 Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager’s Office.

The allocation of the Series 2024 Assessments is provided below:

<i>Series 2024 Assessments</i>			
Product Type	No. of Units	Annual Series 2024 Bond Assessment per Unit*	Total Series 2024 Bond Assessment per Unit
Single Family 40’	50	\$1,765.59	\$25,000.00
Single Family 50’	306	\$1,765.59	\$25,000.00

**Note: The annual debt assessment per unit amounts are subject to a collection fee and early payment discounts when collected on the Polk County tax bill.*

Assessment Area Two Project / Series 2025 Bonds

The District has authorized the construction and/or acquisition of its “**Assessment Area Two Project**” as the next phase of the CIP. On September 25, 2025, the District issued \$9,900,000 Willowbrook Community Development District Special Assessment Bonds, Series 2025 (Assessment Area Two) (“**Series 2025 Bonds**”), for the purpose of financing a portion of the Assessment Area Two Project (the financed portion being the “**Assessment Area Two Project**”). The amortization schedules for the Series 2025 Bonds are available at the District Manager’s Office. The Assessment Area Two Project is anticipated to cost \$10,626,277 and is described in the *2025 Supplemental Engineering Report for the Willowbrook Community Development District*, dated June 24, 2025 (“**Assessment Area Two Report**”). The

Assessment Area Two Project includes improvements related to the roadways, water, sewer and reclaim utilities, stormwater management, hardscape, landscape and irrigation, park and recreational facilities, and undergrounding electrical conduit, all as more specifically described in the Assessment Area Two Report.

The Series 2025 Bonds are secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments (“**Series 2025 Assessments**”) on the 311 platted lots comprising “**Assessment Area Two**,” as described in **Exhibit C** hereto. The Series 2025 Assessments are further described in the *Supplemental Assessment Methodology – Assessment Area Two*, dated September 11, 2025 (the “**Second Supplemental Assessment Report**”). It is anticipated that the Series 2025 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for undeveloped property, but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager’s Office.

The Series 2025 Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager’s Office.

The allocation of the Series 2025 Assessments is provided below:

<i>Series 2025 Assessments</i>			
Product Type	No. of Units	Annual Series 2025 Bond Assessment per Unit*	Total Series 2025 Bond Assessment per Unit
50’ – Phase 2 North	199	\$2,244.59	\$31,832.80
50’ – Phase 2 South	112	\$2,244.59	\$31,832.80

**Note: The annual debt assessment per unit amounts are subject to a collection fee and early payment discounts when collected on the Polk County tax bill.*

Operation and Maintenance Assessments

In addition to the debt assessment described above, the District also imposes on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Manager’s Office for more information regarding the allocation of O&M Assessments.

Future Improvements and Assessments

Should the District choose to finance additional portions of its CIP in the future, additional debt assessments may be imposed on property within the District. Such additional assessments will be allocated in a manner consistent with the Master Assessment Methodology.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. Further information regarding any of the improvements can be obtained

from the engineer's reports on file in the District Manager's Office. Further, a detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

METHODS OF COLLECTION

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. The provisions governing the collection of special assessments are more fully set forth in the applicable assessment resolutions, which are on file at the District Manager's Office. That said, and generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes ("**Uniform Method**"). Each property owner subject to the collection of special assessments by the Uniform Method must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The use of the Uniform Method for any given fiscal year does not mean that the Uniform Method will be used to collect assessments in future years, and the District reserves the right in its sole discretion to select a new or different collection method in any given year, regardless of past practices.

Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. In the event that an assessment payment is not timely made, the whole assessment – including any remaining amounts for the fiscal year as well as any future installments of assessments securing debt service – shall immediately become due and payable and shall accrue interest as well as penalties, plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Please contact the District Manager's Office for further information regarding collection methods.

This description of the District's operations, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of communities. If you have questions or would like additional information about the District, please write to: Willowbrook Community Development District, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 Attn: District Manager, Offices: or call (407) 841-5524.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this *Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Willowbrook Community Development District* has been executed to be effective as of the ____ day of _____ 2025, and recorded in the Official Records of Polk County, Florida.

**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
McKinzie Terrill, Chairman

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me [] in person or [] by means of remote notarization this ____ day of _____ 2025, by McKinzie Terrill, Chairman of the Willowbrook Community Development District, who [] is personally known to me or who [] has produced _____ as identification, and did not take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Exhibit A: Total CDD Legal Description
Exhibit B: Assessment Area One Legal Description
Exhibit C: Assessment Area Two Legal Description

EXHIBIT A

Total CDD Legal Description

WILLOWBROOK SOUTH

COMMENCE AT A 4" x 4" CONCRETE MONUMENT WITH A DISK LABELED LB7464, LYING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 26 EAST, SAID POINT HAVING A NORTHING OF 1,347,673.47 FEET, AND AN EASTING OF 752,256.25 FEET IN REFERENCE TO THE STATE PLANE COORDINATE SYSTEM OF FLORIDA, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AND RUN THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST ¼, N00°05'30"W A DISTANCE OF 1379.25 FEET TO A POINT MONUMENTED WITH A ONE HALF INCH IRON ROD WITH CAP READING "PESURV LB8112", LYING ON THE NORTHERN RIGHT OF WAY OF BUCKEYE LOOP ROAD / AVENUE T NE (AS DESCRIBED IN OFFICIAL RECORD BOOK 748, PAGE 606 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY, NON-TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 924.93 FEET, A DELTA ANGLE OF 13°36'00", CHORD LENGTH OF 219.03 FEET, AND CHORD BEARING N70°42'22"W, THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE AND CURVE, AN ARC DISTANCE OF 219.55 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE HAVING A RADIUS OF 984.93 FEET, A DELTA ANGLE OF 17°29'50", CHORD LENGTH OF 299.61 FEET AND CHORD BEARING OF N72°39'17"W, CONTINUE THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE AND CURVE AN ARC DISTANCE OF 300.78 FEET TO THE POINT OF BEGINNING, SAID POINT ON A CURVE HAVING A RADIUS OF 984.93 FEET A CENTRAL ANGLE OF 9°30'10", CHORD LENGTH OF 163.17 FEET, AND CHORD BEARING OF N86°09'17"W, CONTINUE THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE AND CURVE AN ARC DISTANCE OF 163.35 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE HAVING A RADIUS OF 602.96 FEET, A CENTRAL ANGLE OF 23°57'00", CHORD LENGTH OF 250.21 FEET, AND CHORD BEARING OF S77°07'08"W; CONTINUE THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE AND CURVE AN ARC DISTANCE OF 252.04 FEET TO THE EAST BOUNDARY OF THAT PARCEL DESCRIBED BY WARRANTY DEED IN OFFICIAL RECORD BOOK 4476, PAGE 439, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING (13) COURSES: (1) N03°00'59"W A DISTANCE OF 837.96 FEET; (2) N27°38'58"W A DISTANCE OF 151.06 FEET; (3) N17°11'58"W A DISTANCE OF 119.50 FEET; (4) N02°18'59"W A DISTANCE OF 150.00 FEET; (5) N05°12'01"E A DISTANCE OF 279.98 FEET; (6) N02°52'01"E A DISTANCE OF 174.28 FEET; (7) N05°58'59"W A DISTANCE OF 197.84 FEET; (8) N24°03'59"W A DISTANCE OF 270.00 FEET; (9) N28°03'59"W A DISTANCE OF 273.00 FEET; (10) N07°36'58"W A DISTANCE 122.34 FEET; (11) N20°38'58"W A DISTANCE OF 229.76 FEET; (12) S84°38'01"W A DISTANCE OF 253.80 FEET; (13) N02°38'59"W A DISTANCE OF 423.10 FEET MORE OR LESS TO THE SOVEREIGN SUBMERGED LAND LINE FOR LAKE SMART, THENCE ALONG SAID SOVEREIGN SUBMERGED LAND LINE MEANDERED BY THE FOLLOWING (2) COURSES: (1) N87°11'01"E A DISTANCE OF 612.27 FEET; (2) N19°04'35"E A DISTANCE OF 892.87 FEET TO THE NORTH BOUNDARY OF A SOVEREIGN SUBMERGED LAND LINE RECORDED IN OFFICIAL RECORDS BOOK 913, PAGE

237 AND CORRECTED IN OFFICIAL RECORDS BOOK 1003, PAGE 301 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH BOUNDARY S74°39'25"E A DISTANCE OF 424.92 FEET TO THE BOUNDARY OF WILLOWBROOK GOLF COURSE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1006, PAGE 150 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY OF WILLOWBROOK GOLF COURSE THE FOLLOWING (5) COURSES: (1) S03°20'11"E A DISTANCE OF 590.08 FEET; (2) S31°53'40"E A DISTANCE OF 165.00 FEET; (3) S75°33'40"E A DISTANCE OF 700.00 FEET; (4) N59°06'20"E A DISTANCE OF 180.00 FEET; (5) N14°51'22"E A DISTANCE OF 530.00 FEET TO SAID NORTH BOUNDARY OF CANAL EASEMENT; THENCE ALONG SAID NORTH BOUNDARY S74°39'03"E A DISTANCE OF 686.11 FEET MORE OR LESS TO THE STATE SOVEREIGN SUBMERGED LAND LINE FOR LAKE FANNIE; THENCE ALONG STATE SOVEREIGN LAND LINE MEANDERED BY THE FOLLOWING (17) COURSES: (1) S22°54'12"W A DISTANCE OF 84.02 FEET; (2) S23°20'01"W A DISTANCE OF 77.13 FEET; (3) S01°56'35"W A DISTANCE OF 183.39 FEET; (4) S17°50'27"E A DISTANCE OF 186.71 FEET; (5) S03°23'58"W A DISTANCE OF 272.03 FEET; (6) S04°08'43"E A DISTANCE OF 136.28 FEET; (7) S01°04'00"W A DISTANCE OF 140.27 FEET; (8) S08°34'41"E A DISTANCE OF 72.00 FEET; (9) S08°34'41"E A DISTANCE OF 115.99 FEET; (10) S18°02'29"E A DISTANCE OF 188.98 FEET; (11) S06°24'25"W A DISTANCE OF 239.38 FEET; (12) S16°39'01"E A DISTANCE OF 139.88 FEET; (13) S04°16'33"W A DISTANCE OF 81.73 FEET; (14) S01°16'19"W A DISTANCE OF 240.92 FEET; (15) S08°50'46"W A DISTANCE OF 194.47 FEET; (16) S19°25'21"E A DISTANCE OF 131.18 FEET; (17) S30°20'43"E A DISTANCE OF 50.01 FEET TO THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 26 EAST, ALSO BEING THE NORTH BOUNDARY OF POINSETTIA PARK UNIT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH BOUNDARY S89°11'18"W A DISTANCE OF 1183.84 FEET TO THE WEST BOUNDARY OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 15; THENCE ALONG SAID WEST BOUNDARY S00°05'30"E A DISTANCE OF 189.74 FEET; THENCE N48°21'58"W A DISTANCE OF 7.64 FEET TO THAT JURISDICTIONAL WETLAND LINE DESCRIBED BY ENVIRONMENTAL RESOURCE PERMIT 43028879.00; THENCE ALONG SAID JURISDICTIONAL WETLANDS LINE THE FOLLOWING (18) COURSES: (1) S00°32'52"W A DISTANCE OF 5.79 FEET; (2) S64°35'31"W A DISTANCE OF 42.41 FEET; (3) S53°10'38"W A DISTANCE OF 71.33 FEET; (4) S41°33'05"W A DISTANCE OF 99.64 FEET; (5) S39°51'13"W A DISTANCE OF 136.63 FEET; (6) S15°48'15"W A DISTANCE OF 93.80 FEET; (7) S11°37'15"E A DISTANCE OF 79.22 FEET; (8) S38°10'38"E A DISTANCE OF 80.25 FEET; (9) S22°39'08"W A DISTANCE OF 66.24 FEET; (10) S38°40'21"W A DISTANCE OF 32.28 FEET; (11) S23°30'38"E A DISTANCE OF 22.48 FEET; (12) N00°28'21"W A DISTANCE OF 32.38 FEET; (13) S61°11'23"W A DISTANCE OF 39.18 FEET; (14) S45°26'59"W A DISTANCE OF 69.06 FEET; (15) S67°05'32"W A DISTANCE OF 57.78 FEET; (16) S42°55'02"W A DISTANCE OF 46.01 FEET; (17) S21°40'16"W A DISTANCE OF 102.79 FEET; (18) S08°52'51"W A DISTANCE OF 67.78 FEET TO THE POINT OF BEGINNING.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF POLK, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 28 SOUTH, RANGE 26 EAST THENCE, ALONG THE EAST LINE OF SAID SECTION 10, RUN SOUTH 00°07'28" EAST A DISTANCE OF 127.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 544 (LUCERNE PARK ROAD); THENCE, RUN SOUTH 89°53'19" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1699.36 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS OF 1844.86 FEET, A CENTRAL ANGLE OF 22°43'03", A CHORD BEARING SOUTH 78°31'48" WEST WITH A CHORD DISTANCE OF 726.69 FEET; THENCE, ALONG SAID CURVE OF SAID RIGHT-OF-WAY LINE, RUN A DISTANCE OF 731.48 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE FOLLOWING ONE HUNDRED SEVEN (107) COURSES AS DESCRIBED BY A SURVEY P&SURV, INC., PROJECT NO. 1570, ROBERT E. LAZENBY IV, P.E. #52006, P&M #6389, RUN (1) SOUTH 24°14'34" EAST A DISTANCE OF 85.67 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 102.00 FEET, A CENTRAL ANGLE OF 22°30'18", A CHORD BEARING SOUTH 12°59'26" EAST WITH A CHORD DISTANCE OF 39.81 FEET; THENCE, ALONG SAID CURVE, RUN (2) A DISTANCE OF 40.06 FEET TO A POINT OF TANGENCY; THENCE RUN (3) SOUTH 01°44'19" EAST A DISTANCE OF 61.72 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 17.00 FEET, A CENTRAL ANGLE OF 90°00'03", A CHORD BEARING SOUTH 46°44'17" EAST WITH A CHORD DISTANCE OF 24.04 FEET; THENCE, ALONG SAID CURVE, (4) RUN A DISTANCE OF 26.70 FEET TO A POINT OF TANGENCY; THENCE RUN (5) NORTH 88°16'41" EAST A DISTANCE OF 29.64 FEET; THENCE RUN (6) SOUTH 01°44'19" EAST A DISTANCE OF 65.00 FEET; THENCE RUN (7) SOUTH 01°44'19" EAST A DISTANCE OF 85.00 FEET; THENCE RUN (8) NORTH 88°15'41" EAST A DISTANCE OF 191.48 FEET; THENCE RUN (9) SOUTH 21°47'55" WEST A DISTANCE OF 182.23 FEET; THENCE RUN (10) SOUTH 10°18'49" WEST A DISTANCE OF 111.02 FEET; THENCE RUN (11) SOUTH 06°20'28" EAST A DISTANCE OF 31.78 FEET; THENCE RUN (12) SOUTH 10°24'42" EAST A DISTANCE OF 54.53 FEET; THENCE RUN (13) SOUTH 05°19'55" EAST A DISTANCE OF 113.33 FEET; THENCE RUN (14) SOUTH 05°26'27" WEST A DISTANCE OF 49.92 FEET; THENCE RUN (15) SOUTH 01°21'11" EAST A DISTANCE OF 279.85 FEET; THENCE RUN (16) SOUTH 01°30'16" EAST A DISTANCE OF 33.99 FEET; THENCE RUN (17) SOUTH 01°07'03" WEST A DISTANCE OF 61.24 FEET; THENCE RUN (18) SOUTH 03°14'57" EAST A DISTANCE OF 61.33 FEET; THENCE RUN (19) SOUTH 09°38'37" EAST A DISTANCE OF 85.84 FEET; THENCE RUN (20) SOUTH 02°33'05" WEST A DISTANCE OF 62.31 FEET; THENCE RUN (21) SOUTH 00°59'55" WEST A DISTANCE OF 41.05 FEET; THENCE RUN (22) SOUTH 27°20'51" EAST A DISTANCE OF 119.34 FEET; THENCE RUN (23) SOUTH 21°55'15" EAST A DISTANCE OF 43.92 FEET; THENCE RUN (24) SOUTH 25°25'05" EAST A DISTANCE OF 46.73 FEET; THENCE RUN (25) SOUTH 29°18'59" EAST A DISTANCE OF 62.53 FEET; THENCE (26) RUN SOUTH 16°08'22" EAST A DISTANCE OF 69.12 FEET

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THENCE RUN (27) SOUTH 25°46'05" EAST A DISTANCE OF 203.70 FEET; THENCE RUN (28) SOUTH 35°31'25" EAST A DISTANCE OF 129.37 FEET; THENCE RUN (29) SOUTH 39°05'37" EAST A DISTANCE OF 170.07 FEET; THENCE RUN (30) SOUTH 62°35'36" EAST

A DISTANCE OF 86.01 FEET; THENCE RUN (31) SOUTH 67°18'39" EAST A DISTANCE OF 81.85 FEET; THENCE RUN (32) SOUTH 65°17'05" EAST A DISTANCE OF 86.19 FEET; THENCE RUN (33) SOUTH 65°14'32" EAST A DISTANCE OF 180.88 FEET; THENCE RUN (34) SOUTH 42°25'05" EAST A DISTANCE OF 62.14 FEET; THENCE RUN (35) SOUTH 15°46'33" EAST A DISTANCE OF 71.83 FEET; THENCE RUN (36) SOUTH 31°17'48" EAST A DISTANCE OF 112.99 FEET; THENCE RUN (37) SOUTH 45°31'19" EAST A DISTANCE OF 123.51 FEET; THENCE RUN (38) SOUTH 32°31'02" EAST A DISTANCE OF 108.20 FEET; THENCE RUN (39) SOUTH 75°18'46" EAST A DISTANCE OF 30.87 FEET; THENCE RUN (40) SOUTH 16°52'36" EAST A DISTANCE OF 49.22 FEET; THENCE RUN (41) SOUTH 42°51'44" EAST A DISTANCE OF 44.94 FEET; THENCE RUN (42) SOUTH 16°43'34" EAST A DISTANCE OF 61.08 FEET; THENCE RUN (43) SOUTH 41°25'19" EAST A DISTANCE OF 59.47 FEET; THENCE RUN (44) SOUTH 10°00'58" EAST A DISTANCE OF 49.92 FEET; THENCE RUN (45) SOUTH 28°45'37" EAST A DISTANCE OF 128.69 FEET; THENCE RUN (46) SOUTH 22°27'57" EAST A DISTANCE OF 48.89 FEET; THENCE RUN (47) SOUTH 25°23'08" EAST A DISTANCE OF 166.86 FEET; THENCE RUN (48) SOUTH 16°38'33" EAST A DISTANCE OF 14.11 FEET; THENCE RUN (49) SOUTH 16°12'55" EAST A DISTANCE OF 173.77 FEET; THENCE RUN (50) SOUTH 26°02'45" EAST A DISTANCE OF 146.50 FEET; THENCE RUN (51) SOUTH 39°50'19" EAST A DISTANCE OF 74.25 FEET; THENCE RUN (52) SOUTH 27°05'27" EAST A DISTANCE OF 68.44 FEET; THENCE RUN (53) SOUTH 56°07'54" EAST A DISTANCE OF 30.87 FEET; THENCE RUN (54) SOUTH 13°44'32" EAST A DISTANCE OF 32.09 FEET; THENCE RUN (55) SOUTH 38°42'48" EAST A DISTANCE OF 90.93 FEET; THENCE RUN (56) SOUTH 17°00'26" EAST A DISTANCE OF 22.47 FEET; THENCE RUN (57) SOUTH 46°15'23" EAST A DISTANCE OF 70.76 FEET; THENCE RUN (58) SOUTH 47°18'33" EAST A DISTANCE OF 92.46 FEET; THENCE RUN (59) SOUTH 45°47'01" WEST A DISTANCE OF 27.26 FEET; THENCE RUN (60) NORTH 66°16'10" EAST A DISTANCE OF 19.12 FEET; THENCE RUN (61) SOUTH 72°14'50" EAST A DISTANCE OF 61.74 FEET; THENCE RUN (62) SOUTH 01°17'18" EAST A DISTANCE OF 47.33 FEET; THENCE RUN (63) SOUTH 34°55'37" EAST A DISTANCE OF 122.41 FEET; THENCE RUN (64) SOUTH 30°41'09" EAST A DISTANCE OF 115.62 FEET; THENCE RUN (65) SOUTH 31°51'50" EAST A DISTANCE OF 114.95 FEET; THENCE RUN (66) SOUTH 24°49'19" EAST A DISTANCE OF 108.73 FEET; THENCE RUN (67) SOUTH 20°40'07" EAST A DISTANCE OF 54.42 FEET; THENCE RUN (68) SOUTH 14°25'21" EAST A DISTANCE OF 60.74 FEET; THENCE RUN (69) SOUTH 30°15'00" EAST A DISTANCE OF 56.19 FEET; THENCE RUN (70) SOUTH 22°25'07" EAST A DISTANCE OF 66.79 FEET; THENCE RUN (71) SOUTH 23°19'46" EAST A DISTANCE OF 46.75 FEET; THENCE RUN (72) SOUTH 26°34'29" EAST A DISTANCE OF 120.05 FEET; THENCE RUN (73) SOUTH 04°03'40" WEST A DISTANCE OF 113.51 FEET; THENCE RUN (74) SOUTH 20°25'56" EAST A DISTANCE OF 30.41 FEET; THENCE RUN (75) SOUTH 56°12'51" EAST A DISTANCE OF 45.86 FEET; THENCE RUN (76) SOUTH 09°45'17" WEST A DISTANCE OF 42.32 FEET; THENCE RUN (77) SOUTH 13°18'50" WEST A DISTANCE OF 36.73 FEET; THENCE RUN (78) SOUTH 15°22'55" WEST A DISTANCE OF 17.85 FEET; THENCE RUN (79) SOUTH 07°57'02" WEST A DISTANCE OF 22.66 FEET; THENCE RUN (80) SOUTH

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26°50'51" WEST A DISTANCE OF 32.66 FEET; THENCE RUN (81) NORTH 87°11'09" WEST A DISTANCE OF 56.18 FEET; THENCE RUN (82) NORTH 78°15'36" WEST A DISTANCE OF 21.13 FEET; THENCE RUN (83) NORTH 33°14'32" WEST A DISTANCE OF 45.29 FEET; THENCE RUN (84) SOUTH 47°47'56" WEST A DISTANCE OF 36.87 FEET; THENCE RUN (85) SOUTH 26°21'34" WEST A DISTANCE OF 5.10 FEET; THENCE RUN

(86) SOUTH 45°31'50" WEST A DISTANCE OF 135.10 FEET; THENCE RUN (87) SOUTH 68°49'14" WEST A DISTANCE OF 202.82 FEET; THENCE RUN (88) NORTH 81°35'22" WEST A DISTANCE OF 200.26 FEET; THENCE RUN (89) NORTH 70°35'58" WEST A DISTANCE OF 144.18 FEET; THENCE RUN (90) NORTH 72°07'51" WEST A DISTANCE OF 141.30 FEET; THENCE RUN (91) NORTH 81°30'44" WEST A DISTANCE OF 137.41 FEET; THENCE RUN (92) SOUTH 86°56'56" WEST A DISTANCE OF 383.25 FEET; THENCE RUN (93) SOUTH 86°45'52" WEST A DISTANCE OF 198.31 FEET; THENCE RUN (94) SOUTH 23°20'01" WEST A DISTANCE OF 10.08 FEET TO A POINT ON THE NORTH LINE OF THAT PERPETUAL 100 FOOT WIDE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1003, PAGE 901 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA; THENCE RUN (95) NORTH 74°39'11" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 658.11 FEET; THENCE, DEPARTING SAID NORTH LINE, RUN (96) NORTH 14°51'12" EAST A DISTANCE OF 540.08 FEET; THENCE RUN (97) NORTH 24°23'40" WEST A DISTANCE OF 380.00 FEET; THENCE RUN (98) NORTH 01°07'00" EAST A DISTANCE OF 829.14 FEET; THENCE RUN (99) NORTH 27°23'40" WEST A DISTANCE OF 800.00 FEET; THENCE RUN (100) NORTH 06°15'35" EAST A DISTANCE OF 680.00 FEET; THENCE RUN (101) NORTH 20°23'40" WEST A DISTANCE OF 735.00 FEET; THENCE RUN (102) NORTH 03°49'25" WEST A DISTANCE OF 140.00 FEET; THENCE RUN (103) NORTH 20°10'35" EAST A DISTANCE OF 130.00 FEET; THENCE RUN (104) NORTH 03°49'25" WEST A DISTANCE OF 125.00 FEET; THENCE RUN (105) NORTH 86°10'35" EAST A DISTANCE OF 150.00 FEET; THENCE RUN (106) NORTH 01°24'48" WEST A DISTANCE OF 941.77 FEET; THENCE RUN (107) NORTH 59°53'40" WEST A DISTANCE OF 70.00 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 544; THENCE RUN NORTH 63°17'43" EAST A DISTANCE OF 75.21 FEET TO A POINT OF CURVATURE, ON SAID RIGHT-OF-WAY LINE, OF A CURVE TO THE RIGHT WITH A RADIUS OF 1844.86 FEET, A CENTRAL ANGLE OF 03°51'56", A CHORD BEARING NORTH 85°14'18" EAST WITH A CHORD DISTANCE OF 124.46 FEET; THENCE, ALONG SAID CURVE OF SAID RIGHT-OF-WAY LINE, RUN A DISTANCE OF 124.46 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 284.905 ACRES, MORE OR LESS

EXHIBIT B

Assessment Area One Legal Description

Willowbrook South Phase 1:

COMMENCE AT A 4" x 4" CONCRETE MONUMENT WITH A DISK LABELED LB7454, LYING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 26 EAST, SAID POINT HAVING A NORTHING OF 1,347,673.47 FEET, AND AN EASTING OF 752,255.25 FEET IN REFERENCE TO THE STATE PLANE COORDINATE SYSTEM OF FLORIDA, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AND RUN THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4, N00°05'30"W A DISTANCE OF 1379.25 FEET TO A POINT MONUMENTED WITH A ONE HALF INCH IRON ROD WITH CAP READING "PESURV LB8112", LYING ON THE NORTHERN RIGHT OF WAY OF MARTIN LUTHER KING BOULEVARD NE / AVENUE T NE (AS DESCRIBED IN OFFICIAL RECORD BOOK 748, PAGE 608 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY, NON TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 924.93 FEET, A DELTA ANGLE OF 13°36'00", CHORD LENGTH OF 219.03 FEET, AND CHORD BEARING N70°42'22"W. THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE AND CURVE, AN ARC DISTANCE OF 219.55 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE HAVING A RADIUS OF 984.93 FEET, A DELTA ANGLE OF 17°29'50", CHORD LENGTH OF 299.61 FEET AND CHORD BEARING OF N72°39'17"W; CONTINUE THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE AND CURVE AN ARC DISTANCE OF 300.78 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 984.93 FEET, A CENTRAL ANGLE OF 9°30'10", CHORD LENGTH OF 163.17 FEET, AND CHORD BEARING OF N86°09'17"W. CONTINUE THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE AND CURVE AN ARC DISTANCE OF 163.35 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE HAVING A RADIUS OF 602.96 FEET, A CENTRAL ANGLE OF 23°57'00", CHORD LENGTH OF 250.21 FEET, AND CHORD BEARING OF S77°07'08"W; CONTINUE THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE AND CURVE AN ARC DISTANCE OF 252.04 FEET TO THE EAST BOUNDARY OF THAT PARCEL DESCRIBED BY WARRANTY DEED IN OFFICIAL RECORD BOOK 4476, PAGE 439, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG SAID EAST BOUNDARY N03°00'59"W A DISTANCE OF 10.76 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING (13) COURSES: (1) N03°00'59"W A DISTANCE OF 827.20 FEET; (2) N27°38'59"W A DISTANCE OF 151.06 FEET; (3) N17°11'59"W A DISTANCE OF 119.50 FEET; (4) N02°16'59"W A DISTANCE OF 150.00 FEET; (5) N05°12'01"E A DISTANCE OF 279.98 FEET; (6) N02°52'01"E A DISTANCE OF 174.28 FEET; (7) N05°58'59"W A DISTANCE OF 107.84 FEET; (8) N24°03'59"W A DISTANCE OF 270.00 FEET; (9) N29°03'59"W A DISTANCE OF 273.00 FEET; (10) N07°36'59"W A DISTANCE 122.34 FEET; (11) N20°38'59"W A DISTANCE OF 229.76 FEET; (12) S84°36'01"W A DISTANCE OF 253.80 FEET; (13) N02°38'59"W A DISTANCE OF 423.10 FEET MORE OR LESS TO THE SOVEREIGN SUBMERGED LAND LINE FOR LAKE SMART; THENCE ALONG

SAID SOVEREIGN SUBMERGED LAND LINE MEANDERED BY THE FOLLOWING (2) COURSES: (1) N37°11'01"E A DISTANCE OF 612.27 FEET; (2) N19°04'35"E A DISTANCE OF 692.87 FEET TO THE NORTH BOUNDARY OF A PERPETUAL CANAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 913, PAGE 237 AND CORRECTED IN OFFICIAL RECORDS BOOK 1003, PAGE 901 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH BOUNDARY S74°39'25"E A DISTANCE OF 424.92 FEET TO THE BOUNDARY OF WILLOWBROOK GOLF COURSE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1006, PAGE 150 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY OF WILLOWBROOK GOLF COURSE THE FOLLOWING (2) COURSES: (1) S03°20'11"E A DISTANCE OF 590.08 FEET; (2) S31°53'40"E A DISTANCE OF 165.00 FEET; THENCE DEPARTING SAID WILLOWBROOK GOLF COURSE BOUNDARY RUN S54°17'14"W A DISTANCE OF 112.40 FEET; THENCE S00°00'00"E A DISTANCE OF 110.00 FEET; THENCE N90°00'00"W A DISTANCE OF 94.00 FEET; THENCE S00°00'00"E A DISTANCE OF 40.00 FEET; THENCE N90°00'00"E A DISTANCE OF 84.00 FEET; THENCE S00°00'00"E A DISTANCE 1220.00 FEET; THENCE N90°00'00"W A DISTANCE OF 84.00 FEET; THENCE S00°00'00"E A DISTANCE OF 40.00 FEET TO A NON TANGENT POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 26.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING S45°00'00"W, A CHORD DISTANCE OF 36.77 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 40.84 FEET; THENCE S00°00'00"E A DISTANCE OF 94.00 FEET; THENCE N90°00'00"E A DISTANCE OF 189.44 FEET; THENCE S14°33'00"E A DISTANCE OF 31.85 FEET TO A NON TANGENT POINT ON A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 12°41'01", A CHORD BEARING S58°44'10"W, A CHORD DISTANCE OF 37.56 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 37.63 FEET; S52°23'39"W A DISTANCE OF 136.87 FEET; THENCE S37°36'21"E A DISTANCE OF 70.00 FEET; THENCE S52°23'39"W A DISTANCE OF 289.39 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 55°24'38", A CHORD BEARING S24°41'20"W, A CHORD DISTANCE OF 92.98 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 96.71 FEET; THENCE S03°00'59"E A DISTANCE OF 1158.14 FEET; THENCE S17°23'22"E A DISTANCE OF 74.22 FEET TO NORTH RIGHT OF WAY OF AVENUE T NW (MARTIN LUTHER KING BOULEVARD NE) AS DESCRIBED IN OFFICIAL RECORD BOOK 13012, PAGE 1751, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT LYING ON A CURVE NON TANGENT TO THE PREVIOUS COURSE HAVING A RADIUS OF 612.96 FEET, A DELTA ANGLE OF 08°39'27", A CHORD BEARING S69°50'49"W, A CHORD DISTANCE OF 92.53 FEET; RUN THENCE ALONG SAID CURVE AN NORTH RIGHT OF WAY LINE AN ARC DISTANCE OF 92.62 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

Willowbrook North Phase 1:

DESCRIPTION

AREA ABOVE RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND BEING A REPLAT OF PORTIONS OF LOTS 258, 267, 268, AND UNNAMED RIGHT-OF-WAYS OF THE PLAT OF LUCERNE PARK FRUIT ASSOCIATION, RECORDED IN PLAT BOOK 38, PAGE 67 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SITUATED WITHIN SECTIONS 10, 11, 14 & 15, TOWNSHIP 28 SOUTH, RANGE 26 EAST, CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 28 SOUTH, RANGE 26 EAST; THENCE, ALONG THE EAST LINE OF SAID SECTION 10, RUN SOUTH 00°07'28" EAST A DISTANCE OF 137.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 544 (LUCERNE PARK ROAD); THENCE, RUN SOUTH 89°53'19" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1699.36 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS OF 1844.86 FEET, A CENTRAL ANGLE OF 22°43'03", A CHORD BEARING SOUTH 78°31'48" WEST WITH A CHORD DISTANCE OF 726.69 FEET; THENCE, ALONG SAID CURVE OF SAID RIGHT-OF-WAY LINE, RUN A DISTANCE OF 731.48 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE FOLLOWING FIFTY-EIGHT (58) COURSES AS DESCRIBED BY A SURVEY PESURV, INC., PROJECT NO. 1579, ROBERT E. LAZENBY IV, P.E. #52006, PSM #6389, RUN (1) SOUTH 24°14'34" EAST A DISTANCE OF 65.67 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 102.00 FEET, A CENTRAL ANGLE OF 22°30'16", A CHORD BEARING SOUTH 12°59'26" EAST WITH A CHORD DISTANCE OF 39.81 FEET; THENCE, ALONG SAID CURVE, RUN (2) A DISTANCE OF 40.06 FEET TO A POINT OF TANGENCY; THENCE RUN (3) SOUTH 01°44'19" EAST A DISTANCE OF 61.72 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 17.00 FEET, A CENTRAL ANGLE OF 90°00'03", A CHORD BEARING SOUTH 46°44'17" EAST WITH A CHORD DISTANCE OF 24.04 FEET; THENCE, ALONG SAID CURVE, (4) RUN A DISTANCE OF 26.70 FEET TO A POINT OF TANGENCY; THENCE RUN (5) NORTH 88°15'41" EAST A DISTANCE OF 29.84 FEET; THENCE RUN (6) SOUTH 01°44'19" EAST A DISTANCE OF 65.00 FEET; THENCE RUN (7) NORTH 88°15'41" EAST A DISTANCE OF 191.46 FEET; THENCE RUN (8) SOUTH 21°47'55" WEST A DISTANCE OF 182.23 FEET; THENCE RUN (9) SOUTH 10°18'49" WEST A DISTANCE OF 111.02 FEET; THENCE RUN (10) SOUTH 06°20'28" EAST A DISTANCE OF 31.78 FEET; THENCE RUN (11) SOUTH 10°24'42" EAST A DISTANCE OF 54.63 FEET; THENCE RUN (12) SOUTH 05°19'55" EAST A DISTANCE OF 113.33 FEET; THENCE RUN (13) SOUTH 05°26'27" WEST A DISTANCE OF 49.92 FEET; THENCE RUN (14) SOUTH 01°21'11" EAST A DISTANCE OF 279.65 FEET; THENCE RUN (15) SOUTH 01°30'16" EAST A DISTANCE OF 33.99 FEET; THENCE RUN (16) SOUTH 01°07'03" WEST A DISTANCE OF 61.24 FEET; THENCE RUN (17) SOUTH 03°14'57" EAST A DISTANCE OF 61.33 FEET; THENCE RUN (18) SOUTH 09°38'37" EAST A DISTANCE OF 85.84 FEET; THENCE RUN (19) SOUTH 02°33'05" WEST A DISTANCE OF 82.31 FEET; THENCE RUN (20) SOUTH 00°59'55" WEST A DISTANCE OF 41.05 FEET; THENCE RUN (21) SOUTH 27°20'51" EAST A DISTANCE OF 119.34 FEET; THENCE RUN (22) SOUTH 21°55'15" EAST A DISTANCE OF 43.92 FEET;

THENCE RUN (23) SOUTH 25°25'05" EAST A DISTANCE OF 46.73 FEET; THENCE RUN (24) SOUTH 29°18'59" EAST A DISTANCE OF 62.53 FEET; THENCE RUN (25) SOUTH 18°08'22" EAST A DISTANCE OF 69.12 FEET THENCE RUN (26) SOUTH 25°45'04" EAST A DISTANCE OF 203.70 FEET; THENCE RUN (27) SOUTH 35°31'25" EAST A DISTANCE OF 129.37 FEET; THENCE RUN (28) SOUTH 39°05'37" EAST A DISTANCE OF 170.07 FEET; THENCE RUN (29) SOUTH 62°35'36" EAST A DISTANCE OF 86.01 FEET; THENCE RUN (30) SOUTH 67°18'39" EAST A DISTANCE OF 81.88 FEET; THENCE RUN (31) SOUTH 65°17'05" EAST A DISTANCE OF 86.19 FEET; THENCE RUN (32) SOUTH 65°14'32" EAST A DISTANCE OF 160.88 FEET; THENCE RUN (33) SOUTH 42°25'05" EAST A DISTANCE OF 99.09 FEET; THENCE RUN (34) SOUTH 16°46'33" EAST A DISTANCE OF 71.63 FEET; THENCE RUN (35) SOUTH 31°17'48" EAST A DISTANCE OF 112.99 FEET; THENCE RUN (36) SOUTH 45°31'19" EAST A DISTANCE OF 123.81 FEET; THENCE RUN (37) SOUTH 33°31'02" EAST A DISTANCE OF 108.20 FEET; THENCE RUN (38) SOUTH 75°18'46" EAST A DISTANCE OF 30.67 FEET; THENCE RUN (39) SOUTH 18°52'36" EAST A DISTANCE OF 49.22 FEET; THENCE RUN (40) SOUTH 42°51'44" EAST A DISTANCE OF 44.94 FEET; THENCE RUN (41) SOUTH 18°43'34" EAST A DISTANCE OF 61.08 FEET; THENCE RUN (42) SOUTH 41°25'19" EAST A DISTANCE OF 99.47 FEET; THENCE RUN (43) SOUTH 10°00'58" EAST A DISTANCE OF 49.92 FEET; THENCE RUN (44) SOUTH 28°45'37" EAST A DISTANCE OF 128.89 FEET; THENCE RUN (45) SOUTH 22°27'37" EAST A DISTANCE OF 48.99 FEET; THENCE RUN (46) SOUTH 23°23'08" EAST A DISTANCE OF 168.86 FEET; THENCE RUN (47) SOUTH 18°38'33" EAST A DISTANCE OF 14.11 FEET; THENCE RUN (48) SOUTH 16°12'55" EAST A DISTANCE OF 173.77 FEET; THENCE RUN (49) SOUTH 26°02'45" EAST A DISTANCE OF 146.50 FEET; THENCE RUN (50) SOUTH 39°50'19" EAST A DISTANCE OF 74.25 FEET; THENCE RUN (51) SOUTH 27°05'27" EAST A DISTANCE OF 68.44 FEET; THENCE RUN (52) SOUTH 56°07'54" EAST A DISTANCE OF 30.87 FEET; THENCE RUN (53) SOUTH 13°44'32" EAST A DISTANCE OF 32.09 FEET; THENCE RUN (54) SOUTH 38°42'48" EAST A DISTANCE OF 90.93 FEET; THENCE RUN (55) SOUTH 17°00'26" EAST A DISTANCE OF 22.47 FEET; THENCE RUN (56) SOUTH 46°15'23" EAST A DISTANCE OF 70.76 FEET; THENCE RUN (57) SOUTH 47°18'33" EAST A DISTANCE OF 92.46 FEET; THENCE RUN (58) SOUTH 45°47'01" WEST A DISTANCE OF 27.26 FEET; THENCE DEPARTING SAID COURSES RUN SOUTH 53°03'14" WEST A DISTANCE OF 174.46 FEET; THENCE RUN NORTH 27°23'40" WEST A DISTANCE OF 860.00 FEET; THENCE RUN SOUTH 62°36'20" WEST A DISTANCE OF 150.28 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 81°42'30", AND A CHORD DISTANCE OF 35.32 FEET WHICH BEARS NORTH 76°32'25" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 38.50 FEET; THENCE RUN SOUTH 62°36'20" WEST A DISTANCE OF 166.00 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD DISTANCE OF 38.18 FEET WHICH BEARS SOUTH 17°36'20" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 42.41 FEET TO A POINT OF NON-TANGENCY WITH A LINE; THENCE ALONG SAID NON-TANGENT LINE RUN SOUTH 62°36'20" WEST A DISTANCE OF 40.00 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD DISTANCE OF 38.18 FEET WHICH BEARS NORTH 72°23'40" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 42.41 FEET; THENCE RUN SOUTH 62°36'20" WEST A DISTANCE OF 176.00 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD DISTANCE OF 38.18 FEET WHICH BEARS SOUTH 17°36'20" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 42.41 FEET TO A POINT OF NON-TANGENCY WITH A LINE; THENCE ALONG SAID NON-TANGENT LINE RUN SOUTH 62°36'20" WEST A DISTANCE OF 40.00 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD DISTANCE OF 38.18 FEET WHICH BEARS NORTH 72°23'40" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 42.41 FEET; THENCE RUN SOUTH 62°36'20" WEST A DISTANCE OF 166.00 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD DISTANCE OF 38.18 FEET WHICH BEARS SOUTH 17°36'20" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 42.41 FEET; THENCE RUN SOUTH 27°23'40" EAST A DISTANCE OF 33.00 FEET;

THENCE RUN SOUTH 62°36'20" WEST A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 27°23'40" EAST A DISTANCE OF 450.00 FEET; THENCE RUN SOUTH 50°15'56" WEST A DISTANCE OF 372.20 FEET; THENCE RUN SOUTH 14°51'12" WEST A DISTANCE OF 565.57 FEET TO A POINT ON THE NORTH LINE OF THAT PERPETUAL 100 FOOT WIDE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1003, PAGE 901 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA; THENCE ALONG SAID NORTH LINE RUN NORTH 74°39'11" WEST A DISTANCE OF 70.00 FEET; THENCE DEPARTING SAID NORTH LINE ALONG AFORESAID COURSES DESCRIBED BY A SURVEY PESURV INC., RUN THE FOLLOWING TWELVE (12) COURSES AND DISTANCES: (1) NORTH 14°51'12" EAST A DISTANCE OF 540.00 FEET; THENCE RUN (2) NORTH 24°23'40" WEST A DISTANCE OF 380.00 FEET; THENCE RUN (3) NORTH 01°07'00" EAST A DISTANCE OF 629.14 FEET; THENCE RUN (4) NORTH 27°23'40" WEST A DISTANCE OF 800.00 FEET; THENCE RUN (5) NORTH 06°15'35" EAST A DISTANCE OF 680.00 FEET; THENCE RUN (6) NORTH 20°23'40" WEST A DISTANCE OF 735.00 FEET; THENCE RUN (7) NORTH 03°49'25" WEST A DISTANCE OF 140.00 FEET; THENCE RUN (8) NORTH 20°10'35" EAST A DISTANCE OF 130.00 FEET; THENCE RUN (9) NORTH 03°49'25" WEST A DISTANCE OF 125.00 FEET; THENCE RUN (10) NORTH 86°10'35" EAST A DISTANCE OF 150.00 FEET; THENCE RUN (11) NORTH 01°24'48" WEST A DISTANCE OF 941.77 FEET; THENCE RUN (12) NORTH 59°53'40" WEST A DISTANCE OF 70.00 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 544, THENCE RUN NORTH 63°17'43" EAST A DISTANCE OF 75.21 FEET TO A POINT OF CURVATURE, ON SAID RIGHT-OF-WAY LINE, OF A CURVE TO THE RIGHT WITH A RADIUS OF 1844.86 FEET, A CENTRAL ANGLE OF 03°51'58", A CHORD BEARING NORTH 65°14'18" EAST WITH A CHORD DISTANCE OF 124.46 FEET; THENCE, ALONG SAID CURVE OF SAID RIGHT-OF-WAY LINE, RUN A DISTANCE OF 124.48 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 3,211,304 SQUARE FEET OR 73.721 ACRES, MORE OR LESS.

EXHIBIT C
Assessment Area Two Legal Description

Lots 236 – 434 as depicted on the Plat titled “Willowbrook North,” recorded in Plat Book 214 Pages 4 et seq. of the Official Records of Polk County, Florida.

AND

Lots 123 – 234 as depicted on the Plat titled “Willowbrook South,” recorded in Plat Book 211 Pages 6 et seq. of the Official Records of Polk County, Florida.

SECTION VI



MEMORANDUM

To: Board of Supervisors; District Staff

From: Kilinski | Van Wyk PLLC

Date: September 1, 2025

Re: Updated Provisions of the District's Rules of Procedure

Please find attached to this memorandum an updated version of the previously adopted Rules of Procedure ("Rules"). Revisions were made to maintain consistency between the Rules and current Florida law, including statutory changes adopted in the 2025 Legislative Session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting or proofreading changes are not summarized. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact your KVW attorney.

Business Hours

Language was added to Rules 1.0(3) and 3.11(1)(d) to clarify that the normal business hours of the District are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Public Meetings, Hearings, and Workshops

Language was added to Rule 1.3(1)(d) to provide an earlier deadline for individuals to request accommodations for meeting participation. An individual requiring special accommodations to participate in the meeting, hearing, or workshop must contact the office of the District Manager at least three (3) business days prior to the scheduled meeting, hearing, or workshop.

Language was added to Rule 1.3(3) to provide examples of what may constitute "good cause" to amend a meeting agenda.

Language was added to Rule 1.3(6) to require that the notice for an emergency meeting include the specific reasons for the emergency meeting.

Notice of Rule Development

Rule 2.0(2) was revised to reflect the recent legislative change requiring the Notice of Rule Development to be published at least seven (7) days prior to the notice of rulemaking and thirty-five (35) days prior to the public hearing on the proposed rule. Rule 2.0(2) was also revised to require the Notice of Rule Development to include the following: (1) the grant of rulemaking authority for the proposed rule and the law being implemented; and (2) the proposed rule number.



Notices of Rulemaking

Rule 2.0(3) was also revised to reflect the recent legislative changes requiring the Notice of Rulemaking to include the following: (1) the proposed rule number; (2) the name, email address, and telephone number of the staff member who may be contacted regarding the intended action; and (3) the website where the statement of estimated regulatory costs may be viewed in its entirety, if applicable.

Rule 2.0(3) was further revised to require any material proposed to be incorporated by reference be available for inspection and copying by the public at the time of publication of the Notice of Rulemaking and to permit the Notice of Rulemaking to be delivered electronically to all persons named in the proposed rule or who have requested advance notice of rulemaking.

Petitions to Initiate Rulemaking

Rule 2.0(5) was revised to require the District's Board of Supervisors to initiate rulemaking proceedings within thirty (30) calendar days of receiving a petition to initiate rulemaking proceedings, in accordance with Florida Statutes.

Emergency Rule Adoption

Rule 2.0(8) was amended to permit the District's Board of Supervisors to adopt an emergency rule if it is necessitated by immediate danger to the public health, safety, or welfare, or if the Legislature authorizes the Board of Supervisors to adopt emergency rules. Notice of the emergency rules must include the Board of Supervisors' findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

Rule Variances

Rule 2.0(12)(a) was amended to include safety-related concerns as an example of a "substantial hardship" which could justify a rule variance.

Competitive Purchases

Rule 3.0(3) was revised to incorporate the recent legislative change that prohibits the District from penalizing a bidder for performing a larger volume of construction work for the District or rewarding a bidder for performing a smaller volume of construction work for the District on a public works project as defined in Section 255.0992, *Florida Statutes*. A public works project is defined as "an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision." A public works project does not include the provision of goods, services, or work incidental to the public works project, such as security services, janitorial services, landscape services, maintenance services, or any other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.



Auditor Selection Committee Notices

Rule 3.2(6) was revised to require seven (7) days' notice of Auditor Selection Committee meetings, in accordance with Florida Law regarding meeting notices.

Purchase of Insurance

Rule 3.3(2)(g) was amended to remove “geographic location” from the list of evaluation criteria for the purchase of insurance.

Construction Contract Bids

Rule 3.5(2)(e) was amended to clarify that mistakes in arithmetic extension of pricing may be corrected by the Board provided such corrections do not result in a material change to the bid amount or create an unfair advantage.

Emergency Construction Service Purchases

Rule 3.5(5) was amended to clarify the circumstances under which the District may undertake an emergency purchase of construction services.

Bid Protests

Rules 3.11(4) and (5) were amended to provide additional details regarding the required procedures for bid protests.

Facsimile Notices, Generally

Changes were made throughout the Rules to remove facsimile as a method of notice and to add electronic mail as an acceptable method of notice where permitted by law.

SECTION A

RESOLUTION 2026-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT TO
DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING
AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH
HEARING FOR THE PURPOSE OF ADOPTING RESTATED RULES
OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board previously adopted *Rules of Procedure* to govern the operation and administration of the District and now wishes to set a public hearing to consider amendments thereto.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on **Tuesday, January 27, 2026, at 9:30 AM, at the Lake Alfred Public Library, 245 N Seminole Ave., Lake Alfred, FL 33850.**

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of November 2025.

ATTEST:

**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

**RULES OF PROCEDURE
WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF [DATE]
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Rule 1.0 General.

- (1) The Willowbrook Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board

member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior twenty-four (24) months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature ~~and~~ volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to ~~the~~^{his or her} affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least ~~forty-eight (48) hours~~three (3) business days before the meeting/hearing/workshop by contacting the District Manager at _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report

2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published ~~at least twenty-nine (29)~~ at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the ~~specific legal authority for the proposed rule grant of rulemaking authority for the proposed rule and law being implemented,~~ include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, ~~setting forth~~ including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, ~~and~~ a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of ~~the~~ estimated regulatory costs and the website address where

the complete statement of estimated regulatory costs may be viewed, if such a statement has been prepared pursuant to its entirety, if one has been prepared, based on the factors set forth in Section 120.541(2), of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed, or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-

case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare ~~exists~~ which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority ~~shall~~ be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure as long as it protects the public interest and complies with applicable law and is determined by the District and otherwise complies with these provisions.

- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant~~or other~~ type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;

- (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, Florida Statutes, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.

(q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, ~~email~~ electronic mail, ~~facsimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed ~~at least seven (7) days~~~~for a reasonable time~~ in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, ~~faesimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the geographic location of the company's headquarters and offices in relation to the District's needs, and the ability of the company to guarantee premium

stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~facsimile~~, or overnight delivery service. The notice

shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
 - xiii. Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
 - ii. Unsafe conditions allowed to exist;
 - iii. Complaints from the public;
 - iv. Delay or interference with the bidding process;
 - v. The potential for repetition;
 - vi. Integrity of the public contracting process;
 - vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of

contract crime may, at any time after revocation or denial, file a petition for reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, ~~faesimile~~, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or faesimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years ~~shall be deemed~~ may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, ~~faesimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules: only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

- d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District,

which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, ~~facsimile~~, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~facsimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~faesimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, facsimile, hand delivery, or email with delivery confirmation ~~United States Mail, or hand delivery~~ to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on ~~on~~-appropriate terms ~~that~~which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective [DATE], except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

SECTION VII

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDMENT TO THE AMENITY POLICIES AND RATES OF THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules, rates, charges and fees; and

WHEREAS, the Board accordingly finds that it is in the best interest of the District to adopt by resolution an amendment to the *Amenity Policies and Rates* as set forth at **Exhibit A** (“Amendment”), which relate to use of the District’s amenity facilities and other District-owned property, for immediate use and application.

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The amended Amenity Policies and Rates attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The amended *Amenity Policies and Rates* shall remain in full force and effect until such time as the Board may amend or replace them.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of November 2025.

ATTEST:

**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Amended Amenity Policies and Rates

EXHIBIT A

Amended Amenity Policies and Rates

[begins at following page]

WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

Adopted January 9, 2024¹

Amended November 13, 2025

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2025); In accordance with Chapter 190 of the Florida Statutes, and on January 9, 2024 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Willowbrook Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services. These Amenity Policies and Rates were subsequently amended on November 13, 2025.

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DEFINITIONS

“Amenities” or “Amenity Facilities”– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to the swimming pool, pool deck, and tot lot, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – shall mean these Amenity Policies and Rates of the Willowbrook Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – shall mean those rates and fees established by the Board of Supervisors of the Willowbrook Community Development District as provided in **Exhibit A** attached hereto.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Willowbrook Community Development District.

“District” – shall mean the Willowbrook Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – shall mean a residential unit or a group of individuals residing within a Patron’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon the District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” or “Ponds” – shall mean those water management and control facilities and waterways within the District, including but not limited stormwater management facilities, lakes and ponds.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Patron” – shall mean Residents, Guests, and Non-Resident Patrons.

“Renter” – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District, and any tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement.

The words "hereof," "herein," "hereto," "hereby," “hereinafter” and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive an Access Card upon completion of the required forms.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all

Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household ~~at the time they are closing upon property within the District~~upon completion of the required registration form after closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge. Replacement Access Cards may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks / Flames.** Fireworks or open flames of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, tot lot, and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida Law.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
 - (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.

- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. **Failure to abide by any of the foregoing may be a basis for suspension of the Patron's privileges to use or access the Amenities.**
- (p) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity / Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors / Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors thirteen (13) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Conduct.** No cursing, offensive language or gestures, or threatening language or behavior is allowed.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.
- (11) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (15) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (16) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District Staff.
- (17) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (18) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (19) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the District and their Guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit of 3 dogs per ADULT dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dogs showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is a designated “No Smoking” area.

USE OF THE DOG PARK IS AT PATRON’S OWN RISK

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

~~TOT LOT~~ PLAYGROUND AND PARK POLICIES

- (1) **Use at Own Risk.** Patrons may use the ~~tot lot~~playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, the ~~tot lot~~playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children twelve (12) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food and Drink.** No food, drinks or gum are permitted ~~in~~ the ~~tot lot~~playground, other than such water in non-breakable containers as may be necessary for reasonable hydration. Food and drink are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed ~~at the tot lot~~.

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- ~~(2)~~ Wading and swimming in District Lakes are prohibited.
- ~~(2)~~~~(3)~~ Boating (motorized and non-motorized), paddleboarding, and other recreational water activities are prohibited in District Lakes.
- ~~(3)~~~~(4)~~ Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- ~~(4)~~~~(5)~~ Pets are not allowed in the District Lakes.
- ~~(5)~~~~(6)~~ Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- ~~(6)~~~~(7)~~ No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities.
- ~~(7)~~~~(8)~~ No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- ~~(8)~~~~(9)~~ No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- ~~(9)~~~~(10)~~ Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- ~~(10)~~~~(11)~~ Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- ~~(11)~~~~(12)~~ Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (~~2022~~2024)

Effective Date: January 9, 2024

In accordance with Chapters 190 and 120 of the Florida Statutes, and on January 9, 2024 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Willowbrook Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and all other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.

3. Patron Card. Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board, District Manager, and Amenities Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;

- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household committing any of the above Violations.

Termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind termination of access to the Amenity Facilities.

5. Authority of District Manager and Amenities Manager. The District Manager, Amenities Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, Amenities Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven

(7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspendee.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a

Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Rates were adopted on January 9, 2024 by the Board of Supervisors for the Willowbrook Community Development District, at a duly noticed public hearing and meeting, and were amended on November 13, 2025.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$2,500 - \$4,000
Replacement Access Card	\$50.00
Return Check/Insufficient Funds	\$50.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM



Willowbrook Community Development District

Amenities Access Registration Form

Name: _____

(Resident listed on proof of residency)

Residential Address: _____

(Within Willowbrook CDD)

Street Address

Winter Haven FL 33881

City

State

ZIP Code

Mailing Address: _____

(If different from Residential)

Street Address

City

State

ZIP Code

Phone: _____

Email: _____

Additional Resident(s): _____

(Using the amenities)

ACCEPTANCE:

I acknowledge that the Access Card(s) will be received by the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my Facility Access Card. It is understood that Facility Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, playground equipment, other facilities), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability 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.

Signature: _____

Date: _____

(Parent or Guardian if a minor)

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms and all policies, including the **Guest Policy**, in the **Amenity Policies and Rates** of the Willowbrook Community Development District.

Signature: _____

Date: _____

(Parent or Guardian if a minor)

PLEASE EMAIL THIS FORM WITH YOUR PROOF OF RESIDENCY TO:

amenityaccess@gmscfl.com

OR MAIL TO:

Willowbrook CDD
Attn: Amenity
Access 219 E
Livingston St
Orlando, FL 32801

FOR OFFICE USE ONLY:

Date Received: _____

Date Issued: _____

Card(s): _____

Lease Term End: _____

(For Renter(s) only)

ADDITIONAL INFORMATION REGARDING THE CDD: <https://www.willowbrookcdd.com/>

CONTACT OUR OFFICE: Phone: (689) 500-4540 / Email: amenityaccess@gmscfl.com TO

REPORT AMENITY POLICY VIOLATIONS: Phone: (321) 248-2141

SECTION VIII

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AUTHORIZATION TO PAY INVOICES FOR WORK PREVIOUSLY APPROVED; AUTHORIZING THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS AND THE DISTRICT MANAGER TO ENTER INTO TIME SENSITIVE AND EMERGENCY CONTRACTS AND DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR THE REPEAL OF PRIOR SPENDING AUTHORIZATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) typically meets on an as needed basis, and in no event more than monthly, to conduct the business of the District, including approval of proposals, authorizing the entering into of agreements or contracts, and authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board contracted with the District Manager to timely pay the District’s vendors and perform other management functions; and

WHEREAS, the Board desires to confirm that the District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board and such payments do not need to be approved by the Board prior to payment; and

WHEREAS, the Board recognizes that certain time sensitive or emergency issues may arise from time to time that require approval outside of regular monthly meetings; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring, and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets and facilities, to authorize limited spending authority to the Chair (or Vice Chair, if the Chair is unavailable) of the Board and the District Manager between regular monthly meetings, for work and services that are time sensitive and/or emergency in nature.

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

1. **Authorization to Pay Invoices for Work Previously Approved.** The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.
2. **Limited Spending Authorization.** The Board hereby authorizes the individuals stated below to exercise their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses (1) that are required to provide for the health, safety, and welfare of the residents within the District; (2) for the maintenance, repair, or replacement of a District asset; or (3) to remedy an unforeseen disruption in services relating to the District's facilities or assets, if such disruption would result in significantly higher expenses unless the contract is entered into immediately.
 - a. The District Manager may individually authorize such expense up to \$2,500.00 per proposal and/or event.
 - b. The Chair (or Vice Chair, if the Chair is unavailable) may individually authorize such expenses up to \$10,000.00 per proposal and/or event.
 - c. The District Manager and Chair (or Vice Chair, if the Chair is unavailable) may jointly authorize such expenses up to \$25,000.00 per proposal and/or event.
3. **Ratification of Spending Authorization at Future Meeting.** Any payment made or contract entered into pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.
4. **Repeal of Prior Spending Authorizations.** All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.
5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 13th DAY OF NOVEMBER 2025.

ATTEST:

**WILLOWBROOK
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION IX

SECTION A

**Arbitrage Rebate Computation
Proposal For
Willowbrook
Community Development District
(City of Winter Haven, Florida)
\$8,900,000 Special Assessment Bonds
Series 2024 (Assessment Area One Project)**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

October 29, 2025

Willowbrook Community Development District
c/o Ms. Katie Costa
Director of Accounting Services
Government Management Services – CF, LLC
6200 Lee Vista Boulevard
Suite 300
Orlando, FL 32822

Re: \$8,900,000 Willowbrook Community Development District (City of Winter Haven, Florida),
Special Assessment Bonds, Series 2024 (Assessment Area One Project)

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Willowbrook Community Development District (the “District”) Series 2024 (Assessment Area One Project) bond issue (the “Bonds”). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 7,800 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Windward and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to Broward County and the Town of Palm Beach in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, Montana, Mississippi, West Virginia, Vermont and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District’s Bonds. We have established a “bond year end” of May 30th, based upon the anniversary of the closing date of the Bonds in May 2024.

Proposal

We are proposing rebate computation services based on the following:

- \$8,900,000 Series 2024 (Assessment Area One Project) Bonds
- Fixed Rate Debt
- Acquisition & Construction, Debt Service Reserve, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2024 (Assessment Area One Project) Bonds is \$450 per year and will encompass all activity from May 30, 2024, the date of the closing, through May 30, 2029, the end of the 5th Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – \$8,900,000 Series 2024 (Assessment Area One Project) Bonds

Report Date	Type of Report	Period Covered	Fee
October 31, 2025	Rebate and Opinion	Closing – October 31, 2025	\$ 450
May 31, 2026	Rebate and Opinion	Closing – May 31, 2026	\$ 450
May 31, 2027	Rebate and Opinion	Closing – May 31, 2027	\$ 450
May 31, 2028	Rebate and Opinion	Closing – May 31, 2028	\$ 450
May 30, 2029	Rebate and Opinion	Closing – May 30, 2029	\$ 450

In order to begin, we are requesting copies of the following documentation:

1. Arbitrage Certificate or Tax Regulatory Agreement
2. IRS Form 8038-G
3. Closing Memorandum
4. US Bank statements for all accounts from May 30, 2024, the date of the closing, through each report date

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;

- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2025.

Willowbrook
Community Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____

By: Michael J. Scarfo
Senior Vice President

SECTION B

**Arbitrage Rebate Computation
Proposal For
Willowbrook
Community Development District
(City of Winter Haven, Florida)
\$9,900,000 Special Assessment Bonds
Series 2025 (Assessment Area Two Project)**





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Avon, CT 06001
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(F) 860-321-7581

www.amteccorp.com

October 29, 2025

Willowbrook Community Development District
c/o Ms. Katie Costa
Director of Accounting Services
Government Management Services – CF, LLC
6200 Lee Vista Boulevard
Suite 300
Orlando, FL 32822

Re: \$9,900,000 Willowbrook Community Development District (City of Winter Haven, Florida),
Special Assessment Bonds, Series 2025 (Assessment Area Two Project)

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Willowbrook Community Development District (the "District") Series 2025 (Assessment Area Two Project) bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 7,800 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Windward and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to Broward County and the Town of Palm Beach in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, Montana, Mississippi, West Virginia, Vermont and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of September 25th, based upon the anniversary of the closing date of the Bonds in September 2025.

Proposal

We are proposing rebate computation services based on the following:

- \$9,900,000 Series 2025 (Assessment Area Two Project) Bonds
- Fixed Rate Debt
- Acquisition & Construction, Debt Service Reserve, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2025 Bonds is \$450 per year and will encompass all activity from September 25, 2025, the date of the closing, through September 25, 2030, the end of the 5th Bond Year and initial IRS Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – \$9,900,000 Series 2025 (Assessment Area Two Project) Bonds

Report Date	Type of Report	Period Covered	Fee
September 30, 2026	Rebate and Opinion	Closing – September 30, 2026	\$ 450
September 30, 2027	Rebate and Opinion	Closing – September 30, 2027	\$ 450
September 30, 2028	Rebate and Opinion	Closing – September 30, 2028	\$ 450
September 30, 2029	Rebate and Opinion	Closing – September 30, 2029	\$ 450
September 25, 2030	Rebate and Opinion	Closing – September 25, 2030	\$ 450

In order to begin, we are requesting copies of the following documentation:

1. Arbitrage Certificate or Tax Regulatory Agreement
2. IRS Form 8038-G
3. Closing Memorandum
4. US Bank statements for all accounts from September 25, 2025, the date of the closing, through each report date

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;

- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2025.

Willowbrook
Community Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____

By: Michael J. Scarfo
Senior Vice President

SECTION X

October 27, 2025

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, 2025 and with an option for additional annual renewals. This letter serves to renew our agreement and establish the terms and fee for the 2025 audit.

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 year ended September 30, 2025. 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. Our fees for these services are not to exceed \$4,450 (\$2,950 plus \$750 for issuance of debt in 2024 and \$750 for issuance of debt in 2025). 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.

Signature: _____

Title: _____

Date: _____

SECTION XI

SECTION A

INSTR # 2025220671
BK 13705 Pgs 1196-1199 PG(s)4
09/19/2025 11:31:54 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 35.50

This instrument was prepared by and
upon recording should be returned to:

K. Grace Rinaldi, Esq.
KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 26th day of August 2025, by **KRPC Willowbrook, LLC**, a Florida limited liability company, whose address is 121 Garfield Avenue, Winter Park, Florida 32789, hereinafter called the “Grantor,” to **Willowbrook Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, hereinafter called the “Grantee:”

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situated in Polk County, Florida, described as follows:

Tracts A, B, C, D, E, F, and H, as depicted on the Plat of Willowbrook North, recorded in Plat Book 214 at Page 4, et seq., of the Official Records of Polk County, Florida.

Parcel IDs:

262810530502004350;	262810530502004360;	262810530502004370;
262810530502004380;	262810530502004390;	262810530502004400;
262810530502004420		

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple and that Grantor has good right and lawful authority to sell and convey said land. Further, Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

GRANT OF EASEMENTS

AND FURTHER WITNESS THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to Grantee forever, the following non-exclusive, perpetual easement rights which

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

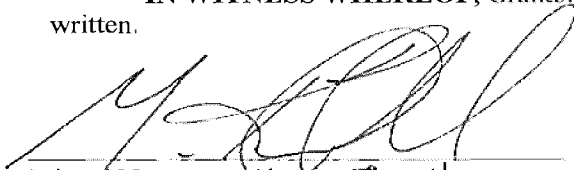
Grantor has, if any, as more particularly described below:

Those certain Drainage Easements as identified on the Plat of Willowbrook North, recorded in Plat Book 214 at Page 4, et seq., of the Official Records of Polk County, Florida (together, "Easement Areas"); and, with respect to the foregoing, the rights of ingress and egress over, across, upon, and through the Easement Areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing public utilities, stormwater, landscaping, irrigation, wetland and/or other District improvements that comprise the District's capital improvement plan.


TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

[CONTINUED ON FOLLOWING PAGE]

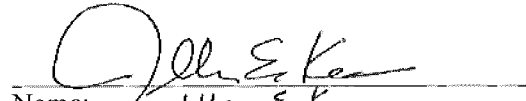
IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.



Printed Name: McKimzie Terri H
Address: 121 Garfield Avenue
Winter Park, Florida 32789


Printed Name: HENRY CHINOS
Address: 121 Garfield Avenue
Winter Park, Florida 32789

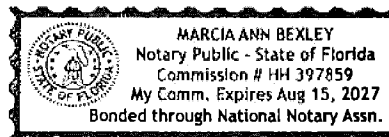
KRPC WILLOWBROOK, LLC,
a Florida limited liability company


Name: Allan E. Keen
Title: Manager
Address: 121 Garfield Avenue
Winter Park, Florida 32789

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of August 2025, by ALLAN E. KEEN, as MANAGER of KRPC Willowbrook, LLC, on its behalf. He ~~She~~ ☒ is personally known to me or ☐ produced _____ as identification.


Notary Public, State of Florida



ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this 26th day of August 2025.

Signed, sealed and delivered
in the presence of:

Witnesses:

Henry C. Chirinos

Name: HENRY CHIRINOS
Address: 1401 WATERVIEW RIDGE LN
APOPKA, FL 32703

Marcia Bexley

Name: MARCIA BEXLEY
Address: 707 E. RIDGEWOOD ST
ORLANDO FL 32803

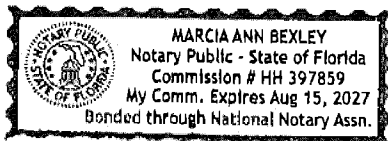
**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

[Signature]
Chair, Board of Supervisors

Address:
219 East Livingston Street
Orlando, Florida 32801

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of August 2025, by McKinzie Terrill, as Chairman of the Board of Supervisors of the Willowbrook Community Development District.



[notary seal]

Marcia Ann Bexley
(Official Notary Signature)

Name: MARCIA ANN BEXLEY
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____

SECTION B

INSTR # 2025220672
BK 13705 Pgs 1200-1203 PG(s)4
09/19/2025 11:31:54 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 35.50

This instrument was prepared by and
upon recording should be returned to:

K. Grace Rinaldi, Esq.
KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 26th day of August 2025, by **KRPC Willowbrook, LLC**, a Florida limited liability company, whose address is 121 Garfield Avenue, Winter Park, Florida 32789, hereinafter called the “Grantor,” to **Willowbrook Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, hereinafter called the “Grantee.”

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situated in Polk County, Florida, described as follows:

Tracts A, C, D, E, G, H, I, J, and K, as depicted on the Plat of Willowbrook South, recorded in Plat Book 211 at Page 6, et seq., of the Official Records of Polk County, Florida.

Parcel IDs:

262815537006002350;	262815537006002360;	262815537006002370;
262815537006002380;	262815537006002400;	262815537006002410;
262815537006002420;	262815537006002430;	262815537006002440

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple and that Grantor has good right and lawful authority to sell and convey said land. Further, Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

GRANT OF EASEMENTS

AND FURTHER WITNESS THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to Grantee forever, the following non-exclusive, perpetual easement rights which

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.


Grantor has, if any, as more particularly described below:


Those certain Drainage Easements as identified on the Plat of Willowbrook South, recorded in Plat Book 211 at Page 6, et seq., of the Official Records of Polk County, Florida (together, "Easement Areas"); and, with respect to the foregoing, the rights of ingress and egress over, across, upon, and through the Easement Areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing public utilities, stormwater, landscaping, irrigation, wetland and/or other District improvements that comprise the District's capital improvement plan.

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.


[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.


Printed Name: McKinnis Terrill
Address: 121 Garfield Avenue
Winter Park, Florida 32789


Printed Name: HENRY CHIRINOS
Address: 121 Garfield Avenue
Winter Park, Florida 32789

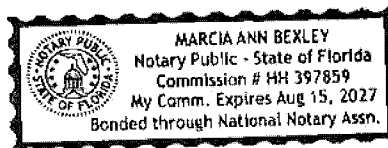
KRPC WILLOWBROOK, LLC,
a Florida limited liability company


Name: Allan E. Keen
Title: Manager
Address: 121 Garfield Avenue
Winter Park, Florida 32789

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of August 2025, by ALLAN E. KEEN, as MANAGER of KRPC Willowbrook, LLC, on its behalf. He ~~is~~ ☒ is personally known to me or ☐ produced _____ as identification.


Notary Public, State of Florida



ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this 26th day of August 2025.

Signed, sealed and delivered
in the presence of:

Witnesses:

Henry C. Clininos

Name: HENRY CLININOS
Address: 1401 WATERVIEW RIDGE CIRCLE
APOLK, FL 32703

Marcia A. Bexley

Name: MARCIA A. BEXLEY
Address: 707 E. RIDGEWOOD ST.
ORLANDO, FL 32803

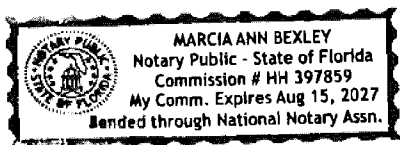
**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

[Signature]
Chair, Board of Supervisors

Address:
219 East Livingston Street
Orlando, Florida 32801

STATE OF FLORIDA
COUNTY OF ~~DEKALB~~ **ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of August 2025, by McKinzie Terrill, as Chairman of the Board of Supervisors of the Willowbrook Community Development District.



[notary seal]

Marcia Ann Bexley
(Official Notary Signature)

Name: MARCIA ANN BEXLEY
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____

SECTION XII

Prepared by and return to:
K. Grace Rinaldi, Esquire
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

INSTR # 2025220670
BK 13705 Pgs 1192-1195 PG(s)4
09/19/2025 11:31:54 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 35.50

**PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND FIXTURE FILING**

MORTGAGOR: KRPC WILLOWBROOK, LLC, a Florida limited liability company

MORTGAGEE: TREZ CAPITAL JOHN ADAMS LP, a Delaware limited partnership

This Partial Release of Mortgage, Security Agreement and Assignment of Rents and Fixture Filing (“**Partial Release**”) is executed and given this day and year set forth below by the undersigned, who is the owner and holder of the mortgage and promissory note secured thereby.

RECITALS:

A. KRPC Willowbrook, LLC, a Florida limited liability company (herein referred to as the “**Mortgagor**”), by a Mortgage, Security Agreement and Assignment of Rents and Fixture Filing dated April 30, 2024, and recorded in Official Records Book 13104, Page 693 of the Public Records of Polk County, Florida (the “**Mortgage**”) granted to Trez Capital (2015) Corporation, a British Columbia corporation (“**Trez Capital (2015)**”), and its successors and assigns, a lien and security interest in and to the real and personal property (herein “**Mortgaged Premises**”) therein more particularly described.

B. Trez Capital (2015) assigned the Mortgage by an Assignment of Mortgage dated October 28, 2024, and recorded in Official Records Book 13314, Page 1082 of the Public Records of Polk County, Florida to Trez Capital John Adams LP, a Delaware limited partnership (“**Mortgagee**”)

C. Mortgagee subsequently assigned the Mortgage by an Assignment of Mortgage dated October 28, 2024, and recorded in Official Records Book 13319, Page 849 of the Public Records of Polk County, Florida to Goldman Sachs Bank USA (“**Goldman Sachs**”).

D. Goldman Sachs subsequently assigned the Mortgage by an Assignment of Mortgage dated March 18, 2025, and recorded in Official Records Book 13475, Page 706 of the Public Records of Polk County, Florida, back to Mortgagee.

C. The Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of said Mortgaged Premises, from the lien and operation of said Mortgage.

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00), to it in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, the Mortgagee hereby agrees and directs as follows:

(1) The above Recitals are true and correct and are incorporated herein by reference.

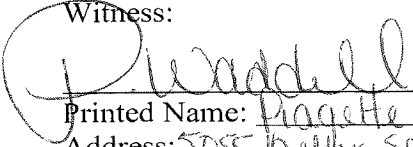
(2) That certain portion of the Mortgaged Premises encumbered by said Mortgage, more particularly described below (herein "**Released Property**") is hereby released, exonerated and discharged from the lien and operation of said Mortgage:


See Exhibit A attached hereto and incorporated by reference.

(3) Nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said Mortgaged Premises, not hereby released therefrom, or any of the rights and remedies of the holder of the Mortgage.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this 25th day of August 2025.

Witness:


Printed Name: Piagette Waddell
Address: 5055 Walker Springs, Ste 500
Addison, TX 75001


Printed Name: Alexander Lopez
Address: 5055 Walker Springs
Addison, TX 75001

TREZ CAPITAL JOHN ADAMS LP,
a Delaware limited partnership


By: Trez Capital John Adams GP LLC,
a Delaware limited liability company,
its general partner

By: Trez Capital John Adams Holdings LP,
a Delaware limited partnership,
its sole member

By: Trez Capital John Adams Holdings GP LLC,
a Delaware limited liability company,
its general partner

By: TC Corporation,
a Cayman Islands exempted company,
its sole member

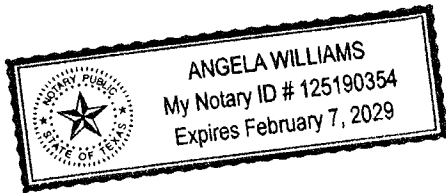
By: Trez Capital Funding II, LLC,
a Delaware limited liability company,
as Administrative Agent

By: 
Name: John D. Hutchinson
Title: Chief Executive Officer

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 25th day of August, 2025, by John D. Hutchinson, as Chief Executive Officer of Trez Capital Funding II, LLC, a Delaware limited liability company, as Administrative Agent for TC Corporation, a Cayman Islands exempted company, the sole member of Trez Capital John Adams Holdings GP LLC, a Delaware limited liability company, the general partner of Trez Capital John Adams Holdings LP, a Delaware limited partnership, the sole member of Trez Capital John Adams GP LLC, a Delaware limited liability company, the general partner of TREZ CAPITAL JOHN ADAMS LP, a Delaware limited partnership, on behalf of said entities. He/She ☒ is personally known to me or ☐ produced _____ as identification.

(SEAL)



Angela Williams
Signature of Notary Public

Angela Williams
Name of Notary Public
(Typed, Printed or Stamped)

Exhibit A

Tracts A, C, D, E, F, G, H, I, J, and K, as depicted on the Plat of Willowbrook South, recorded in Plat Book 211 at Page 6, et seq., of the Official Records of Polk County, Florida.

Tracts A, B, C, D, E, F, G, H, and I, as depicted on the Plat of Willowbrook North, recorded in Plat Book 214 at Page 4, et seq., of the Official Records of Polk County, Florida.

SECTION XIII

Prepared by and return to:
K. Grace Rinaldi, Esquire
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

INSTR # 2025220669
BK 13705 Pgs 1189-1191 PG(s)3
09/19/2025 11:31:54 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00

**PARTIAL RELEASE OF MORTGAGE AND SECURITY AGREEMENT
AND OTHER SECURITY DOCUMENTS**

MORTGAGOR: KRPC WILLOWBROOK, LLC, a Florida limited liability company

MORTGAGEE: DRB Group Florida, LLC, a Delaware limited liability company

This Partial Release of Mortgage and Security Agreement and Other Security Documents (“**Partial Release**”) is executed and given this day and year set forth below by the undersigned, who is the owner and holder of the mortgage and promissory note secured thereby.

RECITALS:

A. KRPC Willowbrook, LLC, a Florida limited liability company (herein referred to as the “**Mortgagor**”), by a Mortgage and Security Agreement dated April 30, 2024, and recorded in Official Records Book 13104, Page 742 of the Public Records of Polk County, Florida (the “**Mortgage**”) granted to DRB Group Florida, LLC, a Delaware limited liability company (“**Mortgagee**”), and its successors and assigns, a lien and security interest in and to the real and personal property (herein “**Mortgaged Premises**”) therein more particularly described.

B. Mortgagee is also party to the Subordination, Non-Disturbance and Attornment Agreement dated April 2024, and recorded in Official Records Book 13104, Page 760 of the Public Records of Polk County, Florida (the “**Other Security Documents**”).

B. The Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of said Mortgaged Premises, from the lien and operation of said Mortgage and Other Security Documents.

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00), to it in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, the Mortgagee hereby agrees and directs as follows:

(1) The above Recitals are true and correct and are incorporated herein by reference.

(2) That certain portion of the Mortgaged Premises encumbered by said Mortgage and Other Security Documents, more particularly described below (herein “**Released Property**”) is hereby released, exonerated and discharged from the lien and operation of said Mortgage and Other Security Documents:

See Exhibit A attached hereto and incorporated by reference.

(3) Nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage and Other Security Documents on the remaining part of said Mortgaged Premises, not hereby released therefrom, or any of the rights and remedies of the holder of the Mortgage and Other Security Documents.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this 18th day of AUGUST 2025.

Witness:

DRB GROUP FLORIDA, LLC,
a Delaware limited liability company

Maria Ulmer
Printed Name: Maria Ulmer
Address: 2099 GAITHER RD
ROCKVILLE, MD 20850

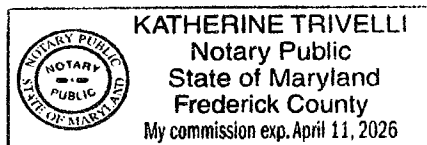
By: T. Tracy
Print Name: Thomas Tracy
As its: Senior VP

Katherine Trivelli
Printed Name: KATHERINE TRIVELLI
Address: 2099 GAITHER RD #600
ROCKVILLE, MD 20850

STATE OF MARYLAND
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 18th day of AUGUST 2025, by THOMAS TRACY, as SR. V.P. of DRB Group Florida, LLC, a Delaware limited liability company, on its behalf. He/She ☒ is personally known to me or ☐ produced N/A as identification.

(SEAL)



Katherine Trivelli
Signature of Notary Public
KATHERINE TRIVELLI
Name of Notary Public
(Typed, Printed or Stamped)

Exhibit A

Tracts A, C, D, E, F, G, H, I, J, and K, as depicted on the Plat of Willowbrook South, recorded in Plat Book 211 at Page 6, et seq., of the Official Records of Polk County, Florida.

Tracts A, B, C, D, E, F, G, H, and I, as depicted on the Plat of Willowbrook North, recorded in Plat Book 214 at Page 4, et seq., of the Official Records of Polk County, Florida.

SECTION XIV

SECTION A

Prepared by and return to:
K. Grace Rinaldi, Esquire
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

INSTR # 2025220667
BK 13705 Pgs 1183-1185 PG(s)3
09/19/2025 11:31:54 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00

PARTIAL RELEASE OF OTHER SECURITY DOCUMENTS

BORROWER: KRPC WILLOWBROOK, LLC, a Florida limited liability company

LENDER: TREZ CAPITAL (2015) CORPORATION, a British Columbia corporation

This Partial Release of Other Security Documents (“**Partial Release**”) is executed and given this day and year set forth below by the undersigned.

RECITALS:

A. KRPC Willowbrook, LLC, a Florida limited liability company (herein referred to as the “**Borrower**”), by a Mortgage, Security Agreement and Assignment of Rents and Fixture Filing dated April 30, 2024, and recorded in Official Records Book 13104, Page 693 of the Public Records of Polk County, Florida (the “**Mortgage**”) granted to Trez Capital (2015) Corporation, a British Columbia corporation, and its successors and assigns, a lien and security interest in and to the real and personal property (herein “**Mortgaged Premises**”) therein more particularly described.

B. Trez Capital Funding II, LLC, a Delaware limited liability company (the “**Administrative Agent**”), as Administrative Agent for Trez Capital (2015) Corporation (the “**Lender**”), is party to the Tri-Party Agreement dated April 30, 2024, and recorded in Official Records Book 13104, Page 778 of the Public Records of Polk County, Florida (the “**Other Security Documents**”)

C. The Borrower has requested the Lender to release the premises hereinafter described, being part of said Mortgaged Premises, from the lien and operation of said Other Security Documents.

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00), to it in hand paid by, or on behalf of, the Borrower at the time of the execution hereof, the receipt whereof is hereby acknowledged, the Lender hereby agrees and directs as follows:

- (1) The above Recitals are true and correct and are incorporated herein by reference.
- (2) That certain portion of the Mortgaged Premises encumbered by said Other Security Documents, more particularly described below (herein “**Released Property**”) is hereby released, exonerated and discharged from the lien and operation of said Other Security Documents:

See Exhibit A attached hereto and incorporated by reference.

(3) Nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Other Security Documents on the remaining part of said Mortgaged Premises, not hereby released therefrom, or any of the rights and remedies of the holder of the Other Security Documents.

IN WITNESS WHEREOF, the said Lender has hereunto set its hand and seal this 25th day of August 2025.

Witness:

J. Waddell

Printed Name: Pragette Waddell

Address: 5055 Keller Springs, Ste 500
Addison, TX 75001

A.R.C.

Printed Name: ALEXANDRA RUIZ

Address: 5055 KELLER SPRINGS
ADDISON, TX 75001

TREZ CAPITAL FUNDING II, LLC,
a Delaware limited liability company,
as Administrative Agent

By: [Signature]

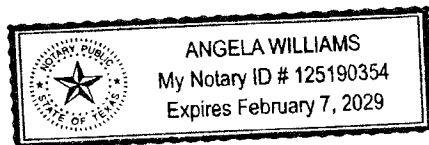
Print Name: John D. Hutchinson

As its: Chief Executive Officer

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 25th day of August, 2025, by John D. Hutchinson, as Chief Executive Officer of Trez Capital Funding II, LLC, a Delaware limited liability company, on its behalf. He/She ☒ is personally known to me or ☐ produced _____ as identification.

(SEAL)



[Signature]
Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

Exhibit A

Tracts A, C, D, E, F, G, H, I, J, and K, as depicted on the Plat of Willowbrook South, recorded in Plat Book 211 at Page 6, et seq., of the Official Records of Polk County, Florida.

Tracts A, B, C, D, E, F, G, H, and I, as depicted on the Plat of Willowbrook North, recorded in Plat Book 214 at Page 4, et seq., of the Official Records of Polk County, Florida.

SECTION B

Prepared by and return to:
K. Grace Rinaldi, Esquire
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

INSTR # 2025220668
BK 13705 Pgs 1186-1188 PG(s)3
09/19/2025 11:31:54 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00

PARTIAL RELEASE OF OTHER SECURITY DOCUMENTS

MORTGAGOR: KRPC WILLOWBROOK, LLC, a Florida limited liability company

MORTGAGEE: TREZ CAPITAL (2015) CORPORATION, a British Columbia corporation

This Partial Release of Other Security Documents (“**Partial Release**”) is executed and given this day and year set forth below by the undersigned.

RECITALS:

A. KRPC Willowbrook, LLC, a Florida limited liability company (herein referred to as the “**Mortgagor**”), by a Mortgage, Security Agreement and Assignment of Rents and Fixture Filing dated April 30, 2024, and recorded in Official Records Book 13104, Page 693 of the Public Records of Polk County, Florida (the “**Mortgage**”) granted to Trez Capital (2015) Corporation, a British Columbia corporation (the “**Mortgagee**”), and its successors and assigns, a lien and security interest in and to the real and personal property (herein “**Mortgaged Premises**”) therein more particularly described, which Mortgage was subsequently assigned to Trez Capital John Adams LP, a Delaware limited partnership.

B. Mortgagee is also party to the Subordination, Non-Disturbance and Attornment Agreement dated April 2024, and recorded in Official Records Book 13104, Page 760 of the Public Records of Polk County, Florida (the “**Other Security Documents**”).

C. The Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of said Mortgaged Premises, from the lien and operation of the Other Security Documents.

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00), to it in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, the Mortgagee hereby agrees and directs as follows:

- (1) The above Recitals are true and correct and are incorporated herein by reference.
- (2) That certain portion of the Mortgaged Premises encumbered by said Other Security Documents, more particularly described below (herein “**Released Property**”) is hereby released, exonerated and discharged from the lien and operation of said Other Security Documents:

See Exhibit A attached hereto and incorporated by reference.

(3) Nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Other Security Documents on the remaining part of said Mortgaged Premises, not hereby released therefrom, or any of the rights and remedies of the holder of the Other Security Documents.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this 25th day of August 2025.

Witness:

[Signature]
Printed Name: Magitta Wardell
Address: 5055 Keller Springs, Ste 500
Addison, TX 75001

[Signature]
Printed Name: Alexandro Rubio
Address: 5055 Keller Springs
Addison, TX 75001

TREZ CAPITAL (2015) CORPORATION,
a British Columbia corporation

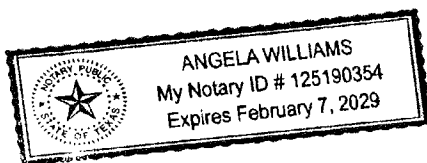
By: Trez Capital Funding II, LLC,
a Delaware limited liability company
its Administrative Agent

By: [Signature]
Print Name: John D. Hutchinson
As its: Chief Executive Officer

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 25th day of August, 2025, by John D. Hutchinson, as Chief Executive Officer of Trez Capital Funding II, LLC, a Delaware limited liability company, the Administrative Agent of Trez Capital (2015) Corporation, a British Columbia corporation, on its behalf. He/She ☒ is personally known to me or ☐ produced _____ as identification.

(SEAL)



[Signature]
Signature of Notary Public

Angela Williams
Name of Notary Public
(Typed, Printed or Stamped)

Exhibit A

Tracts A, C, D, E, F, G, H, I, J, and K, as depicted on the Plat of Willowbrook South, recorded in Plat Book 211 at Page 6, et seq., of the Official Records of Polk County, Florida.

Tracts A, B, C, D, E, F, G, H, and I, as depicted on the Plat of Willowbrook North, recorded in Plat Book 214 at Page 4, et seq., of the Official Records of Polk County, Florida.

SECTION XVI

SECTION C



Willowbrook CDD Field Management Report

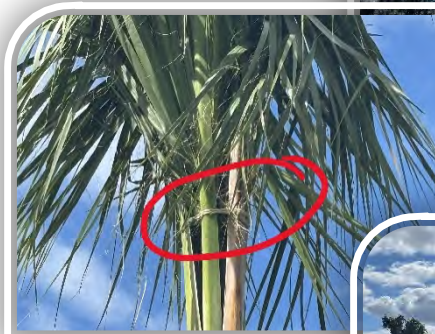


November 13th, 2025
Joel Blanco Field
Manager GMS

Site Review

Pond & Landscaping Review

- Field Staff has reviewed both landscaping and ponds throughout the district.
- Landscaping one time service was completed at the time of review with 2nd one time mow scheduled for Friday, the 24th.
- Entrance plantings, common area sabal palms, and common area oaks appear established and thriving.
- All sabal palms have tie rope tied around. Recommend removing for the health of the palm.
- Ponds throughout the district have been notably serviced with excessive vegetation in the process of removal and additional algae treatments scheduled for South.



Site Review

Pond & Landscaping Review Cont'd



Site Review

Amenity Review

- Field Staff has reviewed the amenity area, gauging the progress of the amenity build.
- The exterior of the amenity has been completed including the exterior pool fence and except for the main gate.
- Pool equipment has been installed and secure with the exterior pool gate.
- Pool remains in progress.
- Playground area appears completed. It was noted during the review, that the playground ramp was too short from the walking path and possibly not ADA compliant.
- Shaded area was found completed.
- Dog park was found completed and pending dog park equipment.



Site Review

Amenity Review Cont'd



Site Item

Conveyance Items

- Field Staff conducted a conveyance report in lieu of CDD conveyance.
- Both main monuments for North and South were found in need of touch up paint.
- Several sections of sidewalks were found with damages and cracks. Most notably, the walking path in the playground area in South.
- Damage curb was found in North on Luke Ave. next to the stormwater inlet.
- (2) corrugated pipes were found on the pond on Luke Ave., maybe bleeder drains that need to be extended into the pond with an atrium grate.
- Solar powered station was found at the corner of the pond at the end of Adeline Ave.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at jblanco@gmscfl.com. Thank you.

Respectfully,
Joel Blanco

SECTION 1

SECTION (a)

SECTION 1



795 Mooney St, Bartow, FL 33830

Phone: 407-247-4677

Email: Heather.Motsinger@brightview.com

Custom Landscaping Services for KRPC Willowbrook (North)



Prepared For:

KRPC Willowbrook

Revised Proposal Issued:

11.5.2025

Dear KRPC Willowbrook North,

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal to professionally manage the landscape responsibilities for Willowbrook North common areas.

We have enjoyed and appreciate the time you have taken to get to know our team and our operation. We have carefully reviewed your specifications and have taken the time to ensure we have developed a thorough and comprehensive proposal that will suit your specific needs.

We have reviewed every aspect of your site and considered all resources we feel will be required to serve you, and your staff and to exceed your expectations. There are a few key areas we have dedicated thought towards, they include:

- Site cleanliness and detail will be our main priority within the site to ensure we continue to keep aesthetics at an all time high.
- Detailed monthly irrigation inspection and reporting will also be on the forefront for our teams as we work through any hot spots we have reviewed on the property where turf and plant material is dramatically declining.
- Dead plant material should also be removed and a price for replacement will be provided should you choose to replace.

From day one, BrightView provides you with a beautiful, safe, and healthy landscape that will maximize your investment, support your needs, and provide a welcoming environment for everyone - employees and visitors.

Willowbrook North is an exceptional property, and it is understood that the quality of the landscape and the thoroughness of our plan are integral to ensuring that all your employee and visitors feel welcomed when arriving on site. We appreciate the opportunity to get to know you, the site, and present you with our custom service solution.

Sincerely,

Heather Motsinger

Business Developer



The BrightView Difference

Our people create and maintain the best landscapes on Earth.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

DESIGN

Forward-thinking, constructible design that considers future operating costs.

Landscape Architecture & Planning
Design Build
Program Management

DEVELOP

Seamless project delivery that meets your goals, on-time and on-budget.

Planting
Hardscaping
Pools & Water Features
Tree Growing & Moving

ENHANCE

Thoughtful improvements to enrich your landscape's appearance and sustainability.

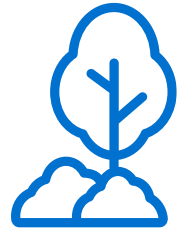
Enhancements
Sustainability
Water Management

MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

Landscape & Tree Care
Snow & Ice
Exterior Maintenance





Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs

Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success





Delivering on Our Promise

We consider **communication** to be the key component of success with all our clients. That is why we take it very seriously.

Throughout a partnership with BrightView, you can expect that we will deliver effective and proactive communications with you.

We have developed a systematic approach to ensuring that our clients are kept in the loop with all aspects of their landscaping services. We have several resources that we leverage to make sure we keep lines of communication flowing.



We make communication a priority and believe it is the key to delivering you the highest quality service, but also building a strong and lasting partnership. Our tools were created to ensure we maintain proactive and transparent lines of communication.

David Kaufman
Account Manager



DEDICATED ACCOUNT MANAGER

- Your go-to person for everything pertaining to your landscaping
- A knowledgeable and trained professional to help ensure your property shines



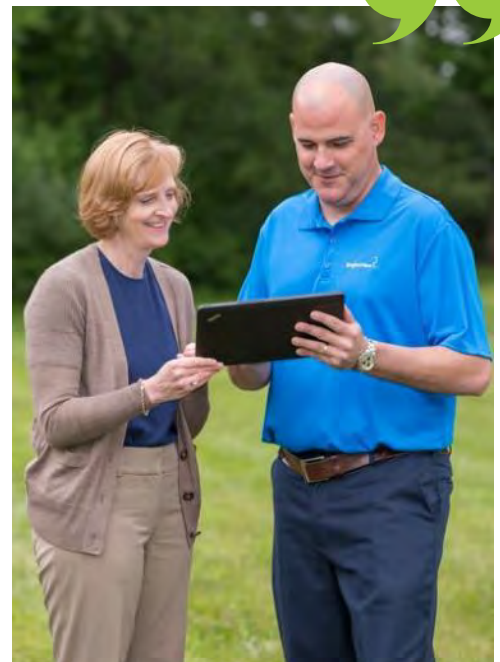
REGULAR VISIBILITY

- Review expectations
- Business reviews
- Scheduling and mapping services
- Regular visibility with your key stakeholders

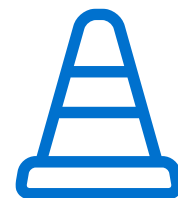


CUSTOMER SATISFACTION SURVEYS

- Two times a year to drive engagement
- Understanding how we are performing
- Survey results help us have learn make changes to meet your expectations



Committed to Safety, Everyday



BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.



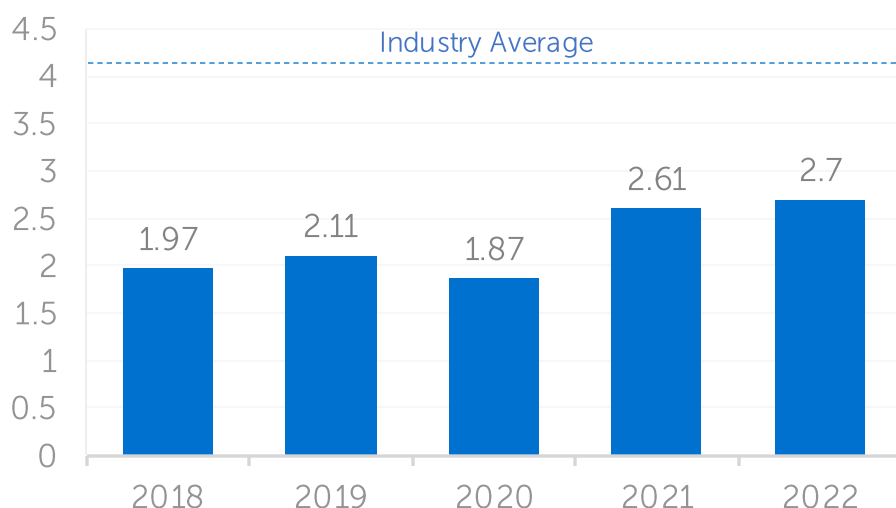
At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves —it is woven into the fabric of our company.



MJ Sykora
Branch Safety Leader

OSHA Recordable Performance

Industry Average: 4.20



BrightView regularly performs better in safety than other landscape service providers.



EXTENSIVE TRAINING

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.



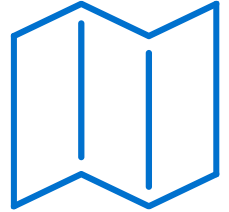
EMPLOYEE VERIFICATION PROCESS

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.



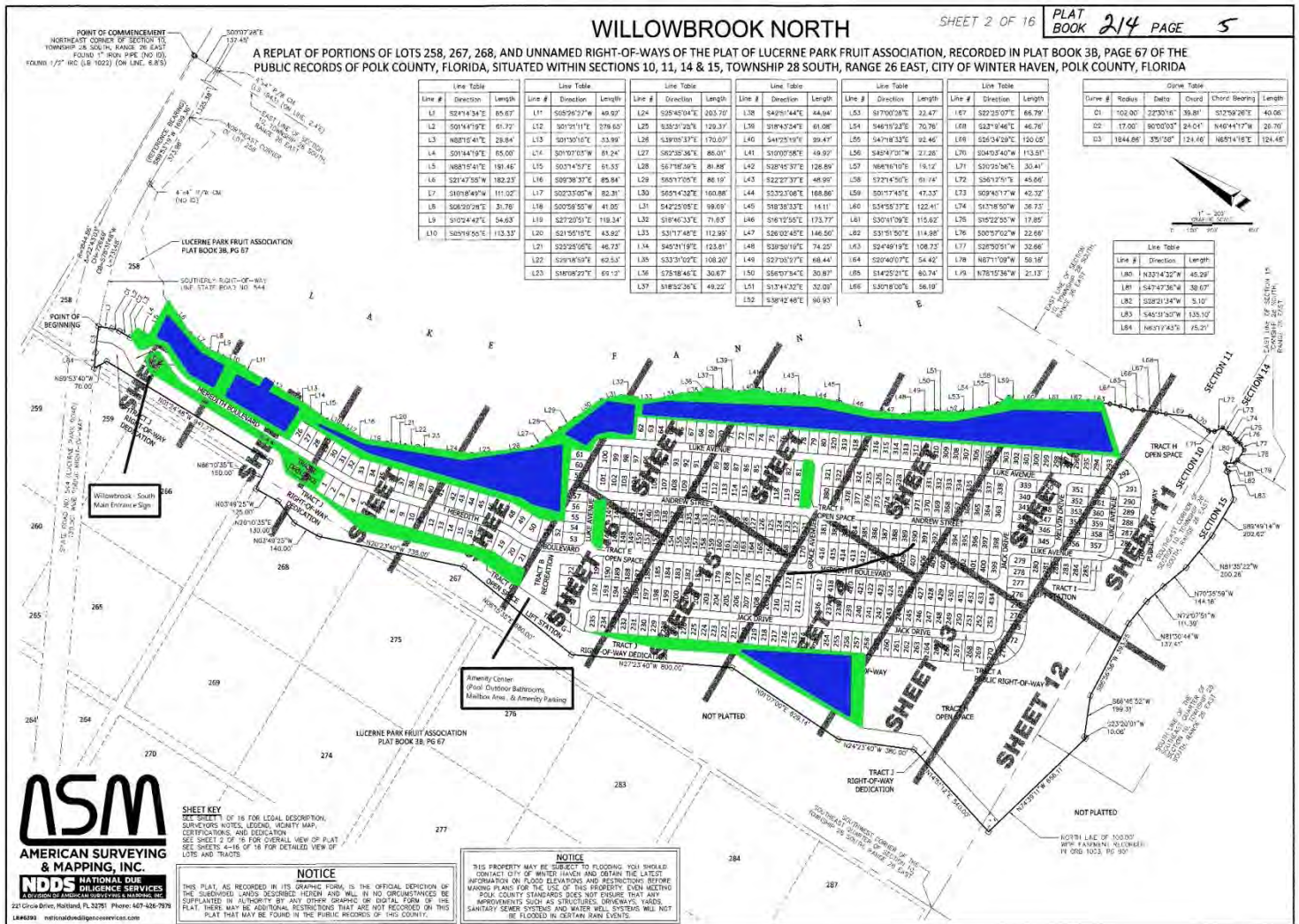
PERSONAL PROTECTIVE EQUIPMENT

Proper PPE is required of all team members engaged in jobsite production activities.



Landscape Site Map

Our team has developed a custom takeoff map of your property to ensure that we are aligned on your properties service needs and areas of focus.





Services Summary –RFP Scope

Below is a breakdown of the anticipated costs associated with servicing your property in accordance with your current scope of work. We appreciate the opportunity to present our service offerings.

Please let me know if there are any questions about the services or expenses outlined below.

Willowbrook North CDD– Year 1 Pricing

Scope of Work	Frequency	Monthly	Yearly
Landscape Maintenance	42 Site Visits	\$2,092.02	\$25,104.19
Mowing, Edging, String Trim	42		
Blowing	42		
Groundcover Pruning	12		
Bed Weed Control	42		
Prune all Shrub Material	12		
Spot Prune Trees	1		
Chemical and Horticultural Maintenance	4	\$277.71	\$3,332.56
Turf and Shrub Fertilization	4		
Weed and Pest Control	4		
Irrigation Maintenance	12	\$393.93	\$4,727.21
Monthly Inspection of Sprinkler Controller	12		
Check and adjust all pop-up and shrub sprinklers	12		
Check and adjust all rotor sprinklers	12		
Monthly irrigation reports	12		
TOTAL		\$2,763.66	\$33,163.96
Additional Services:			



Your Transition to BrightView

By selecting BrightView, you will find an experienced partner who will provide experts in many disciplines, each dedicated to your needs. In your first 180 days of service, you can reliably expect the following:

PRE-SERVICE

- Branch planning meeting
- Identify and mitigate any safety hazards
- Meet your Client Service Team
- Establish communication, reporting expectations & preferences
- Individual site planning

30 DAYS

- Initial site walk-through
- Week 1 Alignment Check
- Week 2 Alignment Check
- 30 Day Alignment Check
- Receive first invoice

60 DAYS

- Site walk of facility
- Receive Customer Satisfaction Survey
- Review survey responses with your Client Service Team
- Align and strengthen areas in need of improvement

90 DAYS

- Site walk of facility with your Client Service Team
- Review 90 Day Follow-up Partnership Transition Guide
- Check progress and/or completion of key site initiatives

180 DAYS

- Business Review: Client, Account Manager, Branch Manager
- Confirmation of team exceeding expectations, developing partnership
- Review/Update Client Partnership Plan for following season



It is my job to ensure a smooth transition for our Clients and our Team. With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.

David Moss
Associate Branch Manager



**Thank you for the
opportunity to
present our
landscape solution.**

Should you have any questions, please
don't hesitate to reach out.

Heather Motsinger
Business Developer

Heather.Motsinger@BrightView.com

407.247-4566

SECTION 2

floralawn



COMPREHENSIVE
LANDSCAPING
SIMPLIFIED

WILLOWBROOK CDD
October, 2025





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ABOUT US



DESIGN. MAINTAIN. ENHANCE.

At Floralawn, we bring together the expertise of irrigation specialists, horticultural maintenance professionals, and landscape designers to provide an integrated approach to outdoor care. By offering all these services under one roof, we streamline the process for our clients, ensuring seamless communication, efficient project management, and consistent quality across every aspect of your landscape.



MAINTENANCE

Our lawn maintenance division specializes in providing comprehensive maintenance solutions designed for residential communities, homeowners' associations, and shared outdoor spaces. We understand the importance of creating a welcoming, well-maintained environment that reflects the pride and values of the community.



FERTILIZATION

Using the latest techniques and high-quality products, we tailor our approach to the unique needs of each property, considering factors such as soil composition and seasonal requirements. Our team's expertise ensures balanced nutrition for healthy, sustainable landscapes that thrive year-round.

OUR DIFFERENCES



IRRIGATION

Our certified Irrigation professionals specialize in troubleshooting, retrofitting outdated systems, and ensuring compliance with water conservation regulations. Whether maintaining existing systems or implementing new designs, we prioritize efficiency, reliability, and long-term savings for our clients. With a high level of expertise and a commitment to innovation, our irrigation team helps property owners and managers achieve healthier landscapes while conserving valuable resources.



COMMUNICATION

Whether it's through regular updates, meetings, or responsive feedback, we ensure that board members and community members have the information they need to make well-informed choices. Our team is always available to address concerns, offer solutions, and collaborate on initiatives, ensuring that every voice is heard.



MORE THAN A VENDOR—WE'RE A TRUSTED COMMUNITY PARTNER.

We take pride in being more than just a service provider—we actively engage with communities to support local events and fundraising efforts. Whether it's sponsoring neighborhood gatherings, providing landscaping for community events, or partnering on initiatives that benefit local causes, we're committed to contributing to the vibrancy of the communities we serve.

FLORALAWN UNIVERSITY

FloraLawn University is designed to provide consistent, recurring training that ensures our team remains highly skilled and adaptable. This program isn't a one-time event; it's an ongoing process that allows our employees to stay updated on the latest techniques, tools, and industry advancements.

Through regular hands-on sessions, team members continually refine their skills in landscaping, irrigation, fertilization, and customer care. To ensure the training is effectively implemented in the field, we conduct internal follow-ups and evaluations, holding our team accountable for maintaining the highest standards.

This ongoing approach ensures consistent service quality across all

aspects of our work, creating a foundation of excellence that clients can rely on. By fostering a culture of continuous learning and improvement, we empower our team to not only meet but consistently exceed client expectations. Our commitment to growth and accountability drives us to deliver exceptional results, reinforcing our dedication to excellence in every service we provide





“HOLDING OUR TEAM
ACCOUNTABLE. MAINTAINING
THE HIGHEST STANDARDS.”

MAINTENANCE DEPARTMENT

Our in-house maintenance crew is equipped with the latest, state-of-the-art tools and machinery to deliver top-tier service. From precision mowing to detailed trimming and expert pruning, our team brings unmatched skill and attention to detail to every project.

With years of experience and a vast knowledge of industry best practices, our crew understands the intricacies of maintaining a healthy, beautiful landscape. Whether it's ensuring the perfect cut, shaping plants to enhance their beauty, or preserving the health of your greenery, our team consistently exceeds expectations with

their expertise and commitment to excellence.

By combining the latest equipment with unparalleled knowledge, we ensure your landscape is always in the best hands, providing results that set us apart as industry leaders.

**YOUR PROPERTY.
OUR PRIORITY.
EVERYTIME.**



CORE SERVICES

MOWING & TURF CARE

- Precision lawn mowing
- Edging along sidewalks and driveways
- String trimming for hard-to-reach areas
- Blowing off debris for a clean finish
- Sod installation and repair

SEASONAL & STORM CLEANUPS

- Leaf and debris removal
- Post-storm cleanup and fallen branch removal
- Seasonal flower bed cleanouts
- Mulching and ground cover refresh

TREE & SHRUB CARE

- Tree trimming and pruning
- Shrub and hedge maintenance
- Removal of dead or hazardous branches
- Shaping for aesthetics and healthy growth
- Seasonal trimming for optimal plant health

LANDSCAPE ENHANCEMENTS

- Mulch and rock installation
- Seasonal flower planting
- Lawn renovation and regrading

FERTILIZATION DEPARTMENT

GREENER.
HEALTHIER.
HAPPIER.



Our fertilization department is the best in the business, delivering unmatched service with an in-house team of experts. We provide precise, high-quality care for every landscape.

By keeping our services in-house, we maintain complete control over quality, consistency, and responsiveness. Our team takes a scientific approach, utilizing water and soil samples to develop tailored solutions that meet the specific needs of your community. This ensures optimal plant health, effective pest management, and superior landscape care.

This combination of in-house expertise, certified specialists, and customized strategies allows us to provide industry-leading results, setting us apart as the trusted partner for exceptional landscape management.

OUR EXPERTISE

TAILORED FERTILIZATION PROGRAMS

- Nutrient plans for each property
- Seasonal fertilization schedules
- Organic and synthetic fertilizer options
- Soil enrichment and health optimization
- Slow-release and liquid application methods

SOIL & TURF HEALTH MANAGEMENT

- Soil testing and analysis
- pH balancing and soil amendments
- Core aeration to improve nutrient absorption
- Overseeding for thicker, healthier turf
- Compost topdressing for natural enrichment

TREE & SHRUB FERTILIZATION

- Deep root fertilization for trees and shrubs
- Micronutrient applications for plant health
- Seasonal feeding for optimal growth
- Protection against disease and environmental stress

WEED CONTROL & PREVENTION

- Pre-emergent herbicide applications
- Post-emergent weed treatments
- Targeted solutions for broadleaf and grassy weeds
- Organic and eco-friendly weed management options
- Integrated weed control with fertilization plans

PEST & DISEASE MANAGEMENT

- Lawn pest identification and treatment
- Fungicide applications for disease prevention
- Grub and insect control treatments
- Nematode suppression for root protection
- Preventative and curative treatment plans



IRRIGATION DEPARTMENT



SMART.
WATERING.
SOLUTIONS.

Our in-house irrigation team is a recognized leader in the industry, known for its expertise, precision, and commitment to excellence. As a preferred vendor and installer for Baseline systems and Weathermatic Smart Link. We offer advanced, water-efficient irrigation solutions that are tailored to the specific needs of each property.

By managing all irrigation services internally, we maintain complete control over every step—design, installation, and maintenance—ensuring the highest quality results. Our deep knowledge of the irrigation industry enables us to provide efficient, sustainable solutions that maximize water conservation and promote healthy, thriving landscapes.

With our combination of advanced technology, skilled professionals, and attention to detail, we're the trusted choice for reliable irrigation solutions that provide long-term benefits.

PROFESSIONAL SOLUTIONS

HAVE AN OUTDATED IRRIGATION SYSTEM?

We modernize outdated irrigation systems with advanced solutions, improving water efficiency, performance, and reliability. Our updates reduce waste, lower costs, and support healthier landscapes. Trust FloraLawn for smarter, sustainable irrigation.

■ PUMP, WATER SYSTEMS, & ACCESSORIES

Jet pumps, centrifugal pumps, submersible pumps, motors, control boxes, VFD instillation and programming

■ FILTERS, VALVES, & BACK FLOW PREVENTION

Check valves, foot valves, dual check valves, brass gate valves, brass ball valves, filtration systems, pressure vacuum breakers, filters, chemical feed pumps

■ IRRIGATION SYSTEM, PARTS, & ACCESSORIES

All irrigation products from every major manufacturer

■ PIPE, FITTINGS, LANDSCAPE ACCESSORIES

Pipe & fittings, poly tubing, water features, fountains

■ CULVERT, YARD DRAINAGE SYSTEMS

All sizes of culverts, drainage pipe & accessories

■ TANKS, POLYETHYLENE, BULK, STORAGE

Vertical, cone bottom, free standing

■ WELLS

Residential, commercial, agricultural, & industrial

GENERAL HOUSEHOLD PEST



At FloraLawn, we offer comprehensive household pest control services designed to protect your home from a variety of common pests, including ants, spiders, rodents, and termites. Our team is trained to identify potential problem areas and apply safe, effective treatments to eliminate pests while preventing future infestations.

Using eco-friendly products and cutting-edge techniques, we ensure that your home remains a safe, pest-free

environment for you and your family. Whether it's a one-time treatment or ongoing maintenance, our tailored pest control plans are designed to meet the specific needs of your home and provide long-lasting results.

Trust FloraLawn to handle your pest problems with professionalism, care, and an unwavering commitment to your home's well-being.

TREE MAINTENANCE



At FloraLawn, our in-house tree maintenance division is dedicated to maintaining the health, safety, and beauty of your trees. Our experienced arborists use the latest tools and techniques to provide precise trimming and pruning that promotes healthy growth and enhances the overall aesthetics of your landscape.

We handle everything from shaping trees for aesthetic appeal to removing dead or dangerous branches that could

pose a hazard to your property. Our team understands the unique needs of various tree species and customizes each service to ensure long-term tree health and safety.

By keeping tree trimming in-house, we ensure consistency, high-quality results, and attention to detail, making FloraLawn the trusted choice for all your tree care needs.



734 South Combee Road
Lakeland, FL 33801

863-668-0494 – Phone
863-668-0495 – Fax

www.floralawn.com

Willowbrook CDD

% Joel Blanco
GMS
219 E Livingston St
Orlando, FL 32801

October 16th 2025

Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

Landscape Management - North

Service	Monthly	Yearly
Landscape Maintenance	\$2,835.00	\$34,020.00
Shrub Fertilization Program	\$14.98	\$179.76
Monthly Irrigation Inspection	\$336.00	\$4,032.00
Total	\$3,185.98	\$38,231.76

Additional Services - North

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

Service	Qty	Price	Total
Mulch	28 Yards	\$65.00	\$1,820.00
Palm Pruning	Per Palm	\$50.00	\$50.00
Annuals (4x Per Year)	146 4" plants	\$2.50	\$1,460.00

Scope of Services

Turf Care

Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance **42 times** per calendar year (Floritam) and **42 times** per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season **April through October** and every other week during the non-growing season or as needed **November through March**.

Bahia lake and pond banks will be mowed **30 times per year** consistent with **3 times per month May through October** and **2 times per month or as needed November through April**.

Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (**42 times** per year). A soft edge of all bed areas will be performed every other mowing (**21 times** per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

Fertilization

St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer **6 times per year**. Timing of applications will be adjusted to meet horticultural conditions.

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to **4 times** per year between April 1st and October 30th. Pre-Emergent herbicides will be used **2 times** per year specifically targeting difficult to control weeds. Weed control applications are conducive to soil and air temperatures. Floritalawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass, Tropical Signal & Bermuda grass. Due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds can be treated as they appear, at an additional cost, using products like Bayer's Top Choice that offer extended control..

Tree, Shrub, and Groundcover Care

Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **10 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palm fronds will be performed as needed up to 12 feet in height.
4. Ground covers and vines can maintain a neat and uniform appearance.

Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Mechanical or chemical herbicides will be used as control methods. Mechanical weed removal **will only** be used when chemical applications are not applicable.

Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

Irrigation

Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$80.00 per hour**. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

Miscellaneous

Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

CERTIFICATIONS



DESIGN

- Landscape Design & Planning
- Tree and Shrub Placement for Aesthetic and Health
- Soil & Drainage Solutions
- Native Plant Design & Xeriscaping
- Landscape Renovations &
- Reimagining Existing Spaces
- Lighting Design



PEST CONTROL

- General Household Pest Control
- Rodent Control & Exclusion
- Termite Control & Prevention
- Mosquito Control
- Flea & Tick Treatment
- Lawn & Garden Pest Control
- Organic & Non-Toxic Pest Treatments
- Emergency Pest Control Services



MAINTENANCE

- Lawn Mowing & Edging
- Tree Trimming & Pruning
- Shrub & Plant Care
- Weeding & Mulching
- Leaf Removal & Debris Management
- Sod Installation & Lawn Repair
- Seasonal Color



WATER MANAGEMENT

- Florida Waterstar Certified
- Baseline Preferred Vendor/Installer
- Maxicom Software
- Certified Irrigation Designer
- Certified Irrigation Contractor
- Certified Landscape Irrigation Auditor
- Landscape Irrigation Design
- Stormwater Management Practices

CERTIFICATIONS

REFERENCE

QUALIFIER

Stormwater Management Inspector	#16795	FL Dept of Environmental Protection
Maxicom Software		Rain Bird
Best Management Practices	#13188, 9797, 8588	FL Dept of Environmental Protection
Irrigation Contractor License	#CSIR0123	Polk County Building Division
Certified Specialty Contractor	#SCC 131153009	FL Dept of Business & Pro Reg
Landscape Irrigation Design		College of Irrigation Knowledge
Certified Irrigation Designer - Residential	#004041	The Irrigation Association
Certified Irrigation Designer - Commercial	#004041	The Irrigation Association
Certified Irrigation Contractor	#004041	The Irrigation Association
Certified Landscape Irrigation Auditor	#40183	The Irrigation Association
Certified Landscape Water Manager	#004041	The Irrigation Association

INSURANCE



LEASED/RENTED EQUIPMENT

- AGCS Marine Insurance Co
- Policy: #MZ193091427
- Limit: \$100,000



UMBRELLA LIABILITY

- Hartford Casualty Ins Co
- Policy: #21HHUSR2G4R
- Each Occurrence \$2,000,000
- Aggregate \$2,000,000



COMMERICAL GENERAL LIABILITY

- Twin City Fire Insurance
- Policy: #21UENSR2G35
- Each Occurrence \$1,000,000
- Damage to Rented Premises \$300,000
- Med Exp \$5,000
- Personal & Adv Injury \$1,000,000
- General Aggregate \$2,000,000
- Product-Comp/Op AGG \$2,000,000



AUTOMOBILE LIABILITY

- Hartford Insurance Company #916
- Policy: #21UENOL4791
- Combined Single Limit: \$1,000,000
- PIP: \$10,000



GENERAL LICENSURE

- Commercial General Liability
- Automobile Liability
- Umbrella Liability
- Best Management Practices
- Business Tax Receipt
- Polk County
- License: #118675
- Agriculture Product Dealer #699156
- State of Florida Dept of Agriculture
- License: #699156
- Pest Control Operator
- State of Florida Dept of Agriculture
- License: #JB192451



WORKERS COMPENSATION

- Bridgefield Casualty Insurance Company
- Policy: #0196-62488
- Each Accident \$1,000,000
- Disease - EA Employee \$1,000,000
- Disease - Policy Limit \$1,000,000

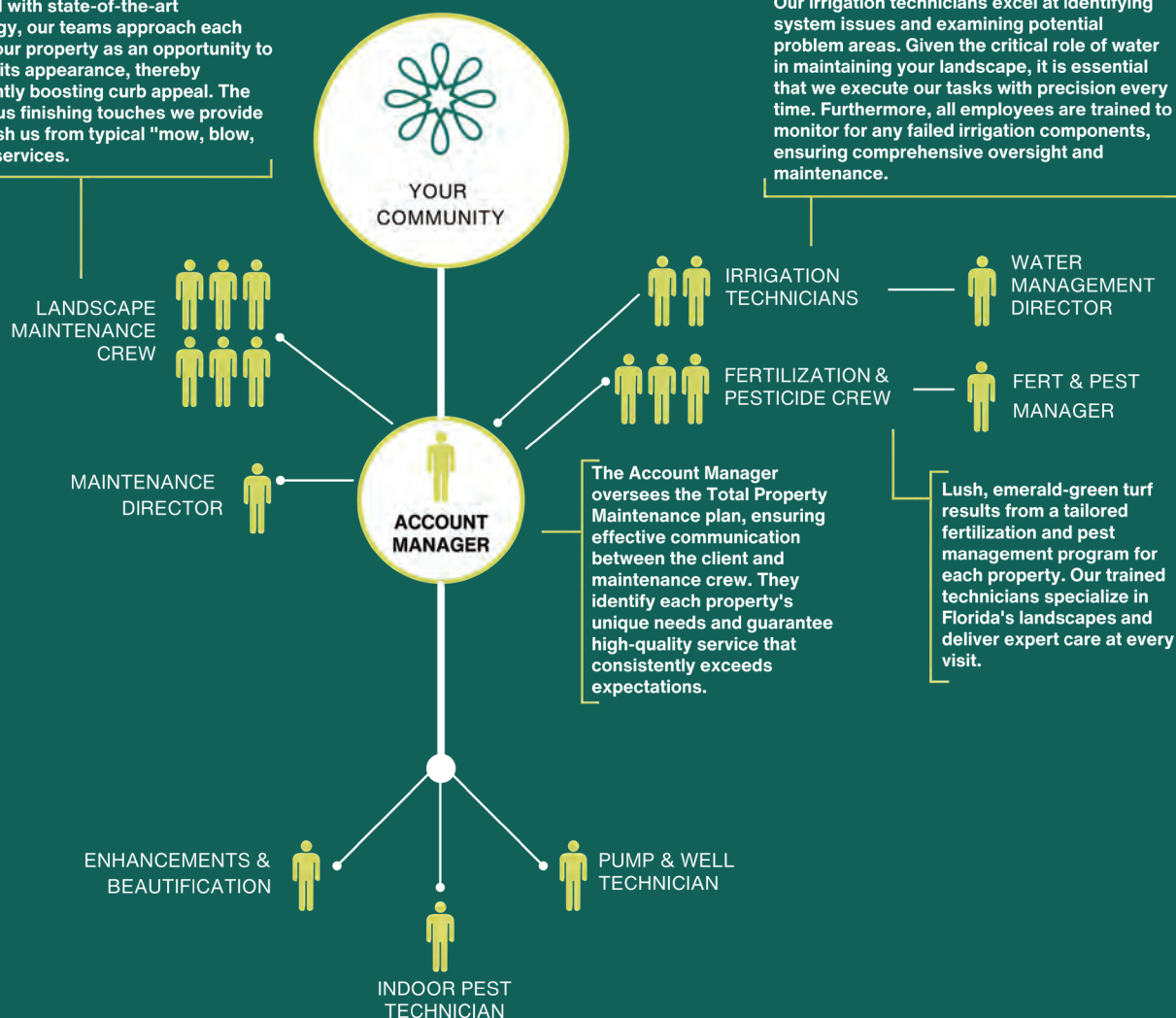


floralawn

COMMUNICATION

Equipped with state-of-the-art technology, our teams approach each visit to your property as an opportunity to enhance its appearance, thereby significantly boosting curb appeal. The meticulous finishing touches we provide distinguish us from typical "mow, blow, and go" services.

Our irrigation technicians excel at identifying system issues and examining potential problem areas. Given the critical role of water in maintaining your landscape, it is essential that we execute our tasks with precision every time. Furthermore, all employees are trained to monitor for any failed irrigation components, ensuring comprehensive oversight and maintenance.

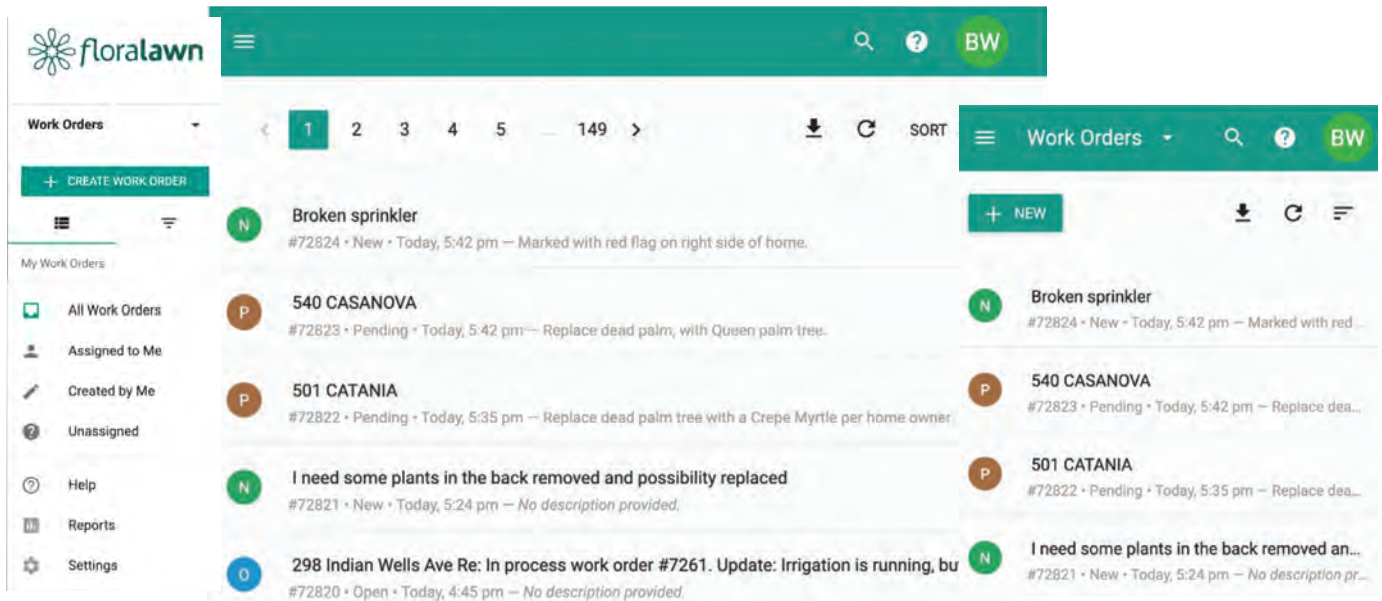


Clear internal communication is essential for promptly addressing concerns, sharing important updates, and ensuring that all members are aligned with community goals and initiatives. It fosters trust, promotes collaboration, and cultivates a sense of unity among all participants.

Total Property Maintenance encompasses numerous components,

with your Account Manager acting as the pivotal element in this system, dedicated to ensuring your complete satisfaction. The Account Manager conducts thorough quality assurance checks, guaranteeing that your property is consistently monitored with care. Should you have any questions or concerns, a single phone call is all that is needed to receive assistance.

WORK ORDER SYSTEM



We emphasize the importance of open and responsive communication among our team, community residents, and board members. Our customized work order system is designed to facilitate effective service delivery while ensuring that feedback and requests from residents and board members are clearly communicated and promptly addressed.

RESIDENT ACCOUNTS

Residents have the ability to create an account and manage their work orders from initiation to completion, depending on various factors.

TRACKABLE RESULTS

Our portal-based work-order system offers residents a streamlined method to report issues requiring attention from Floralawn. This system ensures trackable progress and delivers comprehensive reporting.

COMMUNICATION

Our team members maintain continuous communication through work order status updates and direct messaging.

RESIDENT TRAINING

We conduct regular training sessions for residents on the effective use of the work order system.



“YOUR COMMUNITY’S
WELL-BEING AND SUCCESS
ARE MY TOP PRIORITIES”

MY PROMISE



ROB AVERITT
PRESIDENT

I promise to care for your community with the same dedication and attention I would give to my own home. Every detail, from maintenance to enhancements, will be handled with pride and respect, ensuring your property remains a place of beauty and comfort. Your community's well-being and success are my top priorities, and I am committed to delivering the highest level of service and care every step of the way.



floralawn

P.O. BOX 91597
LAKELAND, FL 33804

863-668-0494
WWW.FLORALAWN.COM

DESIGNED BY: LUXE ART CREATIVE

SECTION 3

[Willowbrook North CDD] Landscape Fee Summary

Contractor: Prince and Sons, Inc										Property: Willowbrook CDD			
Address: 200 S. F Street										Address:			
Haines City, FL 33844													
Phone: (863) 422-5207										Phone:			
Contact: Lucas Martin										Contact:			
Email: Lmartin@princeandsonsinc.com										Email:			

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) - Mowing/Detailing	6,340	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	\$37,140
TURF CARE (Component B) Bahia/St Augustine/Zoysia	30	30	30	30	30	30	30	30	30	30	30	30	\$360
TREE/SHRUB CARE (Component C) Tree/Shrub Fert	40	40	40	40	40	40	40	40	40	40	40	40	\$480
IRRIGATION MAINT. (Component D)	275	275	275	275	275	275	275	275	275	275	275	275	\$3,300
ANNUAL CHANGES - <i>None at this time</i> (Component E.1) <i>Per Annual Pricing:</i>	<i>Count:</i>			<i>Count:</i>			<i>Count:</i>			<i>Count:</i>			\$0
BED DRESSING - Estimate mulch yds (Component E.2) <i>Per Yard Pricing:</i>					<i>Mulch Yds</i>						<i>Mulch Yds</i>		\$0
PALM TRIMMING (Component E.3) <i>Per Palm Price:</i> <i>Palm counts:</i>													\$0
TOTAL FEE PER MONTH:	\$6,685	\$3,145	\$3,145	\$3,145	\$3,145	\$3,145	\$3,145	\$3,145	\$3,145	\$3,145	\$3,145	\$3,145	\$41,280
Flat Fee Schedule	\$3,440	\$3,440	\$3,440	\$3,440	\$3,440	\$3,440	\$3,440	\$3,440	\$3,440	\$3,440	\$3,440	\$3,440	\$41,280

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$41,280
Extra Services Annual Changes, Palm Pruning, Mulch	\$0
TOTAL	\$41,280.00

SECTION 4

Willowbrook Community Development District (North) Landscape Fee Summary

Contractor: Weber										Property: Willowbrook CDD (South)	
Address: 5935 K Ville Avenue										Address: 219 E Livingston St	
										Orlando, FL 32801	
Phone: 863.364.1864										Phone:	
Contact: James Ambuehl										Contact: Joel Blanco	
Email: jambuehl@weber.com										Email: JoelBlanco@willowbrook.com	

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing													\$58,143.00
(Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>	\$4,845.25	\$4,845.25	\$4,845.25	\$4,845.25	\$4,845.25	\$4,845.25	\$4,845.25	\$4,845.25	\$4,845.25	\$4,845.25	\$4,845.25	\$4,845.25	
TURF CARE													\$1,341.96
(Component B) <i>Bahia/St Augustine/Zoysia</i>	\$111.83	\$111.83	\$111.83	\$111.83	\$111.83	\$111.83	\$111.83	\$111.83	\$111.83	\$111.83	\$111.83	\$111.83	
TREE/SHRUB CARE Includes OTC If Applicable													\$303.96
(Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>	\$25.33	\$25.33	\$25.33	\$25.33	\$25.33	\$25.33	\$25.33	\$25.33	\$25.33	\$25.33	\$25.33	\$25.33	
IRRIGATION MAINT.													\$1,836.00
(Component D) <i>Irrigation Inspections</i>	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	
ANNUAL CHANGES													\$0.00
(Component E.1) <i>Per Annual Pricing:</i>	<i>None at this time</i>			<i>None at this time</i>			<i>None at this time</i>			<i>None at this time</i>			
BED DRESSING - Estimate mulch yds - <i>PINE BARK</i>					\$3,896.00								\$3,896.00
(Component E.2) <i>(Mulch Type/Per Yard Pricing:</i>					<i>65 CYD</i>								
PALM TRIMMING 1 x Per Year					\$959.00								\$959.00
(Component E.3) <i>Per Palm Price:</i> <i>Palm count: 23</i>													
TOTAL FEE PER MONTH:	\$153.00	\$153.00	\$153.00	\$153.00	\$5,008.00	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	\$153.00	\$6,691

Fee Schedule with Extra Services	\$557.58	\$557.58	\$557.58	\$557.58	\$557.58	\$557.58	\$557.58	\$557.58	\$557.58	\$557.58	\$557.58	\$557.58
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Fee Schedule Essential Services Only	\$5,135	\$5,135	\$5,135	\$5,135	\$5,135	\$5,135	\$5,135	\$5,135	\$5,135	\$5,135	\$5,135	\$5,135
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Essential Services	\$61,624.92
Mowing/Detailing/Irrigation/Fert and Pest	

Extra Services	\$4,855.00
Annual Changes, Palm Pruning, Mulch	

TOTAL	\$66,479.92
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**Weber Environmental Services
Landscape Agreement
For Willow Brook North &
Willow Brook South CDD**

Landscape Maintenance





WEBER ENVIRONMENTAL SERVICES, LLC

WINTER HAVEN OFFICE 5935 S.R. 542 WEST, WINTER HAVEN, FL. 33880
CORPORATE OFFICE (863) 551-1820 FAX (863) 551-1639

October 24, 2025

Willow Brook North and South CDD
4224 Lucerne Park Rd
Winter Haven, FL 33880
Attn: Joel Blanco
jblanco@gmscfl.com

Specifications, Proposal, and Contract for Property Located at:

4224 Lucerne Park Rd. Winter Haven, FL 33880

MOWING:

- All turf will be mowed once each week while in the growing season (April 1st to October 31st)
- All turf will be mowed every other week or as conditions warrant, during the dormant season (November 1st through March 31st)
- All embankments and retention ponds will be mowed to the water's edge.
- All accumulations of clippings will be removed.
- Mowing height will depend on the season. Typically, the height will range from 3" to 5".
- Any area too wet for proper mowing will be mowed when the ground is dry enough to allow for it.

EDGING:

- All surrounding turf areas adjacent to paved surfaces or structural edges such as sidewalks, driveways, parking lots, curbs, headers and retaining walls, will be edged with a "blade edger" in order to maintain a clean, crisp, and consistent edge line.
- Bed edges will be kept clean and well-defined around color beds, shrub beds, open beds, and tree trunks, so as to prevent encroachment from lawn but not so frequently that the bed line expands into the turf.

WEEDING:

- Weeding by hand or chemical means of all plant bed areas one time per month to maintain a reasonably weed-free condition commensurate with the season.
- Groundcover beds infested with weeds will be chemically treated.
- Weed control in curbs, ground between plants, joints in walks, decks, and driveways (paved and concrete areas) will be performed using appropriate manual (Hand pulling), mechanical (Spin trimming) and/or chemical (Herbicide) control. Herbicides will be applied with care so as not to injure adjacent desirable plants. Completed on a monthly rotational basis.

PRUNING AND TRIMMING:

- Pruning of all ornamental shrubbery up to a height of **Six (6) feet**.
- Performance of **Twelve (12)** pruning rotations per year performed on a monthly basis.
- Removal of all generated debris from the property.
- Selective pruning will be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and to ensure health and vigor.
- Tree limbs will be trimmed or pruned up to a height of **Eight (8) feet**. Trees will be pruned to an overhead clearance of eight feet for walkways and free of suckers from trunk or base. No limbs larger than 1 ½ inches in diameter will be trimmed or removed.
- Ground covers and vines will be sheared as necessary in a uniform manner to maintain neat clean edges, surfaces, and overall appearance.
- Shrubs and hedges will be sheared and pruned in a consistent manner to maintain optimum shape and size as growth habit dictates according to the individual potential for each species of plant.
- Detailing of planted areas will be performed weekly in a sectional method, each section will represent one-fourth of the entire property during the growing season, and one-eighth of the entire property during the dormant season as defined by seasonal services mentioned above.
- Any ornamental tree that requires trimming where the top of the tree is above 8' and requires specialized equipment to achieve will be proposed as a separate scope of work.

CLEAN UP:

- All trimmings and clippings will be collected and removed from the property.
- All sidewalks will be blown off in order to remove all debris generated during the performance of this contract.
- All lawn areas will be cleared of litter and debris before mowing, so as not to shred or scatter foreign matter.

HORTICULTURAL SERVICES:

- The property will be inspected **Six (6)** times per year to ensure:
- Turf and Plant material is in good health, shows good color, growth habits, and is reasonably free of pests most commonly associated with.
- Soil samples are not the determining factor for this program.
- A pesticide program will be provided as needed to suppress infestations of weeds and insects on all turf areas, plant material, and landscape beds where and when applicable.
- Treatment of the turf and plant materials for disease and fungi require special care on a case-by-case basis and are available under a separate agreement. Note: Fungi is an ever-present soil bound condition with no preventative cause; treatment applied is for post conditions only.
- Any insect infestation will be treated on an as-needed basis.
- IPM: An Integrated Pest Management program will be utilized targeting identified insects, scale and fungi, reducing the chemical footprint and reducing die-off of beneficial insects.
- All St. Augustine, Zoysia, and Bermuda turf shall be fertilized **Four (4)** times per year.
- All plant material will be fertilized **Two (2)** times per year.
- All fertilizers used in our program will be blended to make a balanced nutrient package, including all the necessary minor and trace elements.
- This program is restricted to turf and plant insects and excludes ants, fire ants, fleas, ticks, mosquitos, gnats, and any general household pests.

IRRIGATION INSPECTIONS:

- The activation of the system one time per month for aboveground inspection.
- The reporting of any deficiencies noted in the inspection on the Monthly Inspection Report.
- The adjustment of automatic controllers to establish watering periods appropriate in frequency and duration to prevailing seasonal conditions.
- The adjustment of all functioning spray heads to ensure proper coverage.
- Nozzles that are clogged from broken lines, reclaimed, well and or potable water contamination will be proposed for repair.
- Irrigation heads that are non-functional will be proposed for repair.
- All additional items noted for repair will be proposed for approval and billed separately upon completion.
- Repair work caused by W.E.S., Inc. in the course of our landscape maintenance activity is the responsibility of W.E.S., Inc. and will be repaired at no charge.
- Irrigation heads that do not recess after operation are considered “non-functioning” and damage to heads from mowers are not warranted.
- W.E.S., Inc. assumes no liability beyond its control, disclaims any and all express or implied warranties, and is not responsible for the condition of the landscape or irrigation system due to drought, freeze, irrigation deficiencies, residents turning off timers, storm damage, vandalism, or pedestrian or vehicle damage.

SPECIAL SERVICES:

- An Operations Manager will be assigned to the project, with whom the site manager may communicate on a regular basis, pertaining to the contract services.
- W.E.S., Inc. will supervise and direct the work and its employees to the best of their ability and be solely responsible for all techniques, sequences, procedures, coordination of services and actions of their employees. W.E.S., Inc. service personnel shall maintain neat appearance in suitable clothing with company identification uniform.

ADDITIONAL SERVICES:

- Additional services are optional services, not included in the contract; a customer can request at any time. A proposal will be provided by W.E.S. for the service requested. Before the service request is scheduled and performed, the customer must provide a signed approval of the proposal W.E.S. provided. The service proposal's cost will be billed after the approved service is completed.

- ☐ Annuals
- ☐ Mulch
- ☐ Landscape and sprinkler design
- ☐ New plantings
- ☐ Hand watering
- ☐ Excessive leaf clean up
- ☐ Tree removal
- ☐ Large Tree Trimming
- ☐ Crape Myrtles Trimming
- ☐ Palm Tree Trimming
- ☐ Renovation of existing plant material such as cutting back to reduce overall size.
- ☐ Removal of planted material that has died due to winter freeze, floods, fire or other Acts-of-Nature
- ☐ Irrigation installation, reinstallation, modification, or repair of the system.
- ☐ Major clean up due to storms, hurricanes, tornadoes, or other Acts-of-Nature.

SUMMARY OF CONTRACT SERVICES:

Willow Brook North CDD

Services	Annual	Monthly
Turf Maintenance and Detailing	\$58,143.00	\$4,845.25
Turf Care	\$1,341.96	\$111.83
Tree and Shrub Care	\$303.96	\$25.33
Irrigation Maintenance	\$1,836.00	\$153.00

TOTAL SERVICES	\$61,624.92	\$5,135.41
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Willow Brook South CDD

Services	Annual	Monthly
Turf Maintenance and Detailing	\$46,770.00	\$3,897.50
Turf Care	\$495.96	\$41.33
Tree and Shrub Care	\$324.00	\$27.00
Irrigation Maintenance	\$3,060.00	\$255.00

TOTAL SERVICES	\$50,649.96	\$4,220.83
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*** * CONTRACT FOR GROUNDS MAINTENANCE SERVICE * ***

This agreement is made by and between: **Willow Brook North and South CDD** hereinafter referred to as the "Client" and **Weber Environmental Services LLC**, hereinafter referred to as the "Contractor"

NOW THEREFORE, the parties referenced above herein desire to enter into this agreement to be governed by the following terms, conditions, and stipulations.

Terms: The term of the agreement shall be for twelve (12) months, **commencing on November 3rd 2025, and terminating on the 31st day of October 2026.**

Willow Brook North CDD \$61,242.92 / \$5,135.41

Willow Brook South CDD \$50,649.96 / \$4,220.83

W.E.S., LLC. agrees to provide the work in the manner prescribed in the "Specifications" attached hereto and incorporated herein for the total sum of: **One Hundred Eleven Thousand Eight Hundred Ninety-Two & 88/100 Dollars, (\$111,892.88)** annually, payable in monthly installments of: **Nine Thousand Three Hundred Twenty Four & 40/100 Dollars, (\$9,324.40)**, at the end of the month of service.

Initials: _____ JA

Contract Terms & Conditions

Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by the Customer. If your order is an acceptance of a written proposal, on a form provided by Weber Environmental Services, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Weber Environmental Services' offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Weber Environmental Services shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Weber Environmental Services on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Exclusions From Work. Weber Environmental Services' obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

Payment Terms. All labor, equipment, and material necessary to accomplish the above for the season shall be provided for the sum of the total contract price, payable in 12 equal installments due monthly on the 1st of each month. Customer shall pay Weber Environmental Services' invoices within net thirty (30) days of the invoice date. If payment is not received as required hereby, Weber Environmental Services may suspend performance, and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Weber Environmental Services for all reasonable shutdown, standby and start-up costs as a result of the suspension. A service charge of 1.5% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%. Customer shall pay all costs (including attorneys' fees) incurred by Weber Environmental Services in attempting to collect amounts due and otherwise enforce these terms and conditions.

Payment Remittance: Weber Environmental Services, LLC, 23640 Research Drive, Farmington Hills, MI 48335

Time For Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Weber Environmental Services, all dates provided by Weber Environmental Services or its representatives for commencement, progress or completion are estimates only. While Weber Environmental Services shall use commercially reasonable efforts to meet such estimated dates, Weber Environmental Services shall not be responsible for any damages for its failure to do so.

Access. Weber Environmental Services and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Weber Environmental Services and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Weber Environmental Services' access to correct any emergency conditions shall not be restricted.

Permits And Governmental Fees. Weber Environmental Services shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Weber Environmental Services' subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments, and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Concealed Or Unknown Conditions. In the performance of the Work, if Weber Environmental Services encounters conditions at the Premises that are (I) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Weber Environmental Services shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Weber Environmental Services' cost of, or time required for, performance of any part of the Work, Weber Environmental Services shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Conditions Beyond Control of Parties. If Weber Environmental Services shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Weber Environmental Services' election (I) remain in effect but Weber Environmental Services' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Weber Environmental Services for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Weber Environmental Services the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Weber Environmental Services for all Work furnished to date and all damages sustained by Weber Environmental Services (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Fuel and Materials Cost Volatility: Pricing under this Agreement may be subject to change throughout the term(s) due to the volatility in the fuel and Materials. Continuum will have the opportunity to re-visit pricing annually with the Client in good faith if pricing of fuel or Materials increase by 5% over prevailing local costs on or after April 1st. of each Lawn season. In the event fuel or Material prices increase by 20% or more between April 1st and November 30th of each Lawn season, Continuum will have the right to adjust pricing immediately to recover the additional cost.

Indemnification. Weber Environmental Services and Customer shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential, or punitive damages.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of Weber Environmental Services. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire Agreement between both parties, and this Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Weber Environmental Services is a signatory thereon.

Cancellation: This contract may be canceled with cause upon thirty (30) days written notice. If Weber Environmental Services cannot correct deficiencies within thirty days, this contract will become null, and void and all services rendered will become due and payable within the terms of this contract. Equal monthly installments do not necessarily reflect the cost of services performed. All correspondence regarding cancellation shall be via Certified Mail/Return Receipt Requested to the Account Manager's attention listed on page 1.

As indicated by my signature below, I have read, fully understand, and agree to the terms and conditions in all areas of this contract.

Executed this _____ day of _____, 2025.

Willow Brook North and South CDD

Weber Environmental Services, LLC

BY (X) _____

BY (X) *James Ambuehl*

PRINT NAME _____

PRINT NAME: James Ambuehl

TITLE _____

TITLE: Business Development Specialist

SECTION (b)

SECTION 1



795 Mooney St, Bartow, FL 33830

Phone: 407-247-4677

Email: Heather.Motsinger@brightview.com

Custom Landscaping Services for KRPC Willowbrook (South)



Prepared For:

KRPC Willowbrook

Revised Proposal Issued:

11.5.2025

Dear KRPC Willowbrook South,

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal to professionally manage the landscape responsibilities for Willowbrook South common areas.

We have enjoyed and appreciate the time you have taken to get to know our team and our operation. We have carefully reviewed your specifications and have taken the time to ensure we have developed a thorough and comprehensive proposal that will suit your specific needs.

We have reviewed every aspect of your site and considered all resources we feel will be required to serve you, and your staff and to exceed your expectations. There are a few key areas we have dedicated thought towards, they include:

- Site cleanliness and detail will be our main priority within the site to ensure we continue to keep aesthetics at an all time high.
- Detailed monthly irrigation inspection and reporting will also be on the forefront for our teams as we work through any hot spots we have reviewed on the property where turf and plant material is dramatically declining.
- Dead plant material should also be removed and a price for replacement will be provided should you choose to replace.

From day one, BrightView provides you with a beautiful, safe, and healthy landscape that will maximize your investment, support your needs, and provide a welcoming environment for everyone - employees and visitors.

Willowbrook South is an exceptional property, and it is understood that the quality of the landscape and the thoroughness of our plan are integral to ensuring that all your employee and visitors feel welcomed when arriving on site. We appreciate the opportunity to get to know you, the site, and present you with our custom service solution.

Sincerely,

Heather Motsinger

Business Developer



The BrightView Difference

Our people create and maintain the best landscapes on Earth.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

DESIGN

Forward-thinking, constructible design that considers future operating costs.

Landscape Architecture & Planning
Design Build
Program Management

DEVELOP

Seamless project delivery that meets your goals, on-time and on-budget.

Planting
Hardscaping
Pools & Water Features
Tree Growing & Moving

ENHANCE

Thoughtful improvements to enrich your landscape's appearance and sustainability.

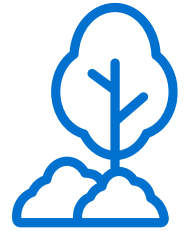
Enhancements
Sustainability
Water Management

MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

Landscape & Tree Care
Snow & Ice
Exterior Maintenance





Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs

Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success





Delivering on Our Promise

We consider **communication** to be the key component of success with all our clients. That is why we take it very seriously.

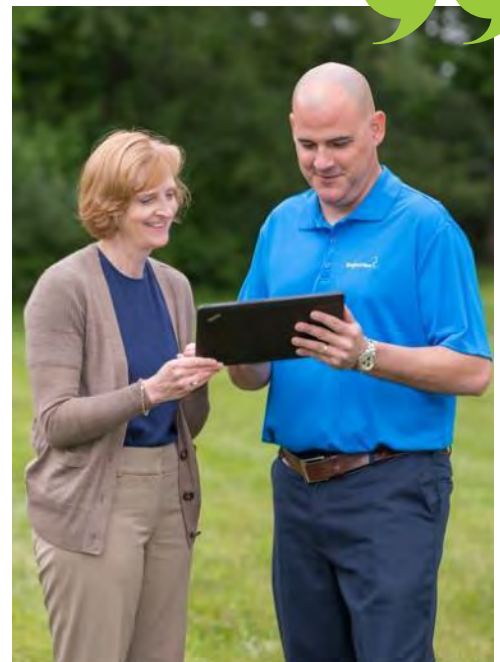
Throughout a partnership with BrightView, you can expect that we will deliver effective and proactive communications with you.

We have developed a systematic approach to ensuring that our clients are kept in the loop with all aspects of their landscaping services. We have several resources that we leverage to make sure we keep lines of communication flowing.



We make communication a priority and believe it is the key to delivering you the highest quality service, but also building a strong and lasting partnership. Our tools were created to ensure we maintain proactive and transparent lines of communication.

David Kaufman
Account Manager



DEDICATED ACCOUNT MANAGER

- Your go-to person for everything pertaining to your landscaping
- A knowledgeable and trained professional to help ensure your property shines



REGULAR VISIBILITY

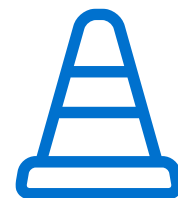
- Review expectations
- Business reviews
- Scheduling and mapping services
- Regular visibility with your key stakeholders



CUSTOMER SATISFACTION SURVEYS

- Two times a year to drive engagement
- Understanding how we are performing
- Survey results help us have learn make changes to meet your expectations

Committed to Safety, Everyday



BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.



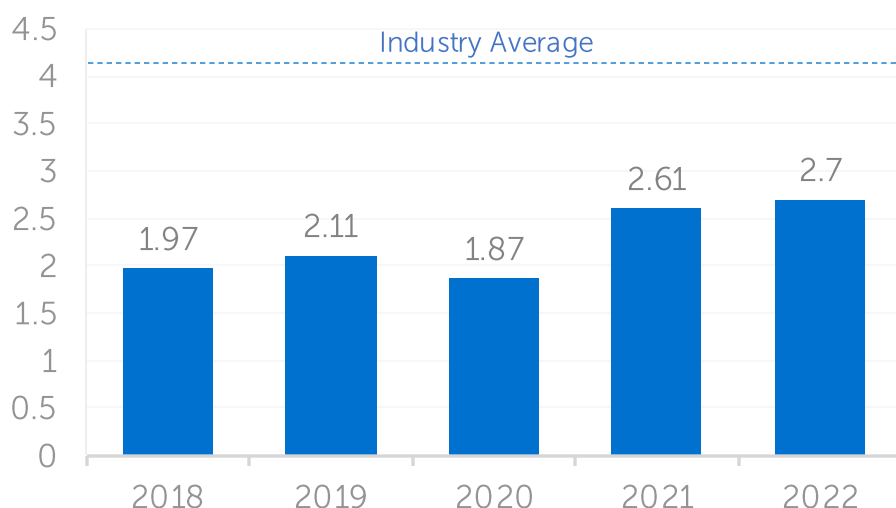
At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves —it is woven into the fabric of our company.



MJ Sykora
Branch Safety Leader

OSHA Recordable Performance

Industry Average: 4.20



BrightView regularly performs better in safety than other landscape service providers.



EXTENSIVE TRAINING

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.



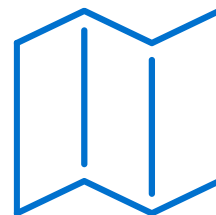
EMPLOYEE VERIFICATION PROCESS

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.



PERSONAL PROTECTIVE EQUIPMENT

Proper PPE is required of all team members engaged in jobsite production activities.





Services Summary –RFP Scope

Below is a breakdown of the anticipated costs associated with servicing your property in accordance with your current scope of work. We appreciate the opportunity to present our service offerings.

Please let me know if there are any questions about the services or expenses outlined below.

Willowbrook South CDD– Year 1 Pricing

Scope of Work	Frequency	Monthly	Yearly
Landscape Maintenance	42 Site Visits	\$2,161.62	\$25,939.42
Mowing, Edging, String Trim	42		
Blowing	42		
Groundcover Pruning	12		
Bed Weed Control	42		
Prune all Shrub Material	12		
Spot Prune Trees	1		
Chemical and Horticultural Maintenance	4	\$282.03	\$3,384.35
Turf and Shrub Fertilization	4		
Weed and Pest Control	4		
Irrigation Maintenance	12	\$246.21	\$2,954.55
Monthly Inspection of Sprinkler Controller	12		
Check and adjust all pop-up and shrub sprinklers	12		
Check and adjust all rotor sprinklers	12		
Monthly irrigation reports	12		
TOTAL		\$2,689.86	\$32,278.32
Additional Services:			



Your Transition to BrightView

By selecting BrightView, you will find an experienced partner who will provide experts in many disciplines, each dedicated to your needs. In your first 180 days of service, you can reliably expect the following:

PRE-SERVICE	<ul style="list-style-type: none"> • Branch planning meeting • Identify and mitigate any safety hazards • Meet your Client Service Team • Establish communication, reporting expectations & preferences • Individual site planning
30 DAYS	<ul style="list-style-type: none"> • Initial site walk-through • Week 1 Alignment Check • Week 2 Alignment Check • 30 Day Alignment Check • Receive first invoice
60 DAYS	<ul style="list-style-type: none"> • Site walk of facility • Receive Customer Satisfaction Survey • Review survey responses with your Client Service Team • Align and strengthen areas in need of improvement
90 DAYS	<ul style="list-style-type: none"> • Site walk of facility with your Client Service Team • Review 90 Day Follow-up Partnership Transition Guide • Check progress and/or completion of key site initiatives
180 DAYS	<ul style="list-style-type: none"> • Business Review: Client, Account Manager, Branch Manager • Confirmation of team exceeding expectations, developing partnership • Review/Update Client Partnership Plan for following season



It is my job to ensure a smooth transition for our Clients and our Team. With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.

David Moss
Associate Branch Manager



**Thank you for the
opportunity to
present our
landscape solution.**

Should you have any questions, please
don't hesitate to reach out.

Heather Motsinger
Business Developer

Heather.Motsinger@BrightView.com

407.247-4566

SECTION 2

floralawn



COMPREHENSIVE
LANDSCAPING
SIMPLIFIED

WILLOWBROOK CDD
October, 2025





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ABOUT US



DESIGN. MAINTAIN. ENHANCE.

At Floralawn, we bring together the expertise of irrigation specialists, horticultural maintenance professionals, and landscape designers to provide an integrated approach to outdoor care. By offering all these services under one roof, we streamline the process for our clients, ensuring seamless communication, efficient project management, and consistent quality across every aspect of your landscape.



MAINTENANCE

Our lawn maintenance division specializes in providing comprehensive maintenance solutions designed for residential communities, homeowners' associations, and shared outdoor spaces. We understand the importance of creating a welcoming, well-maintained environment that reflects the pride and values of the community.



FERTILIZATION

Using the latest techniques and high-quality products, we tailor our approach to the unique needs of each property, considering factors such as soil composition and seasonal requirements. Our team's expertise ensures balanced nutrition for healthy, sustainable landscapes that thrive year-round.

OUR DIFFERENCES



IRRIGATION

Our certified Irrigation professionals specialize in troubleshooting, retrofitting outdated systems, and ensuring compliance with water conservation regulations. Whether maintaining existing systems or implementing new designs, we prioritize efficiency, reliability, and long-term savings for our clients. With a high level of expertise and a commitment to innovation, our irrigation team helps property owners and managers achieve healthier landscapes while conserving valuable resources.



COMMUNICATION

Whether it's through regular updates, meetings, or responsive feedback, we ensure that board members and community members have the information they need to make well-informed choices. Our team is always available to address concerns, offer solutions, and collaborate on initiatives, ensuring that every voice is heard.



MORE THAN A VENDOR—WE'RE A TRUSTED COMMUNITY PARTNER.

We take pride in being more than just a service provider—we actively engage with communities to support local events and fundraising efforts. Whether it's sponsoring neighborhood gatherings, providing landscaping for community events, or partnering on initiatives that benefit local causes, we're committed to contributing to the vibrancy of the communities we serve.

FLORALAWN UNIVERSITY

FloraLawn University is designed to provide consistent, recurring training that ensures our team remains highly skilled and adaptable. This program isn't a one-time event; it's an ongoing process that allows our employees to stay updated on the latest techniques, tools, and industry advancements.

Through regular hands-on sessions, team members continually refine their skills in landscaping, irrigation, fertilization, and customer care. To ensure the training is effectively implemented in the field, we conduct internal follow-ups and evaluations, holding our team accountable for maintaining the highest standards.

This ongoing approach ensures consistent service quality across all

aspects of our work, creating a foundation of excellence that clients can rely on. By fostering a culture of continuous learning and improvement, we empower our team to not only meet but consistently exceed client expectations. Our commitment to growth and accountability drives us to deliver exceptional results, reinforcing our dedication to excellence in every service we provide





“HOLDING OUR TEAM
ACCOUNTABLE. MAINTAINING
THE HIGHEST STANDARDS.”

MAINTENANCE DEPARTMENT

Our in-house maintenance crew is equipped with the latest, state-of-the-art tools and machinery to deliver top-tier service. From precision mowing to detailed trimming and expert pruning, our team brings unmatched skill and attention to detail to every project.

With years of experience and a vast knowledge of industry best practices, our crew understands the intricacies of maintaining a healthy, beautiful landscape. Whether it's ensuring the perfect cut, shaping plants to enhance their beauty, or preserving the health of your greenery, our team consistently exceeds expectations with

their expertise and commitment to excellence.

By combining the latest equipment with unparalleled knowledge, we ensure your landscape is always in the best hands, providing results that set us apart as industry leaders.

**YOUR PROPERTY.
OUR PRIORITY.
EVERYTIME.**



CORE SERVICES

MOWING & TURF CARE

- Precision lawn mowing
- Edging along sidewalks and driveways
- String trimming for hard-to-reach areas
- Blowing off debris for a clean finish
- Sod installation and repair

SEASONAL & STORM CLEANUPS

- Leaf and debris removal
- Post-storm cleanup and fallen branch removal
- Seasonal flower bed cleanouts
- Mulching and ground cover refresh

TREE & SHRUB CARE

- Tree trimming and pruning
- Shrub and hedge maintenance
- Removal of dead or hazardous branches
- Shaping for aesthetics and healthy growth
- Seasonal trimming for optimal plant health

LANDSCAPE ENHANCEMENTS

- Mulch and rock installation
- Seasonal flower planting
- Lawn renovation and regrading

FERTILIZATION DEPARTMENT

GREENER.
HEALTHIER.
HAPPIER.



Our fertilization department is the best in the business, delivering unmatched service with an in-house team of experts. We provide precise, high-quality care for every landscape.

By keeping our services in-house, we maintain complete control over quality, consistency, and responsiveness. Our team takes a scientific approach, utilizing water and soil samples to develop tailored solutions that meet the specific needs of your community. This ensures optimal plant health, effective pest management, and superior landscape care.

This combination of in-house expertise, certified specialists, and customized strategies allows us to provide industry-leading results, setting us apart as the trusted partner for exceptional landscape management.

OUR EXPERTISE

TAILORED FERTILIZATION PROGRAMS

- Nutrient plans for each property
- Seasonal fertilization schedules
- Organic and synthetic fertilizer options
- Soil enrichment and health optimization
- Slow-release and liquid application methods

SOIL & TURF HEALTH MANAGEMENT

- Soil testing and analysis
- pH balancing and soil amendments
- Core aeration to improve nutrient absorption
- Overseeding for thicker, healthier turf
- Compost topdressing for natural enrichment

TREE & SHRUB FERTILIZATION

- Deep root fertilization for trees and shrubs
- Micronutrient applications for plant health
- Seasonal feeding for optimal growth
- Protection against disease and environmental stress

WEED CONTROL & PREVENTION

- Pre-emergent herbicide applications
- Post-emergent weed treatments
- Targeted solutions for broadleaf and grassy weeds
- Organic and eco-friendly weed management options
- Integrated weed control with fertilization plans

PEST & DISEASE MANAGEMENT

- Lawn pest identification and treatment
- Fungicide applications for disease prevention
- Grub and insect control treatments
- Nematode suppression for root protection
- Preventative and curative treatment plans



IRRIGATION DEPARTMENT



SMART.
WATERING.
SOLUTIONS.

Our in-house irrigation team is a recognized leader in the industry, known for its expertise, precision, and commitment to excellence. As a preferred vendor and installer for Baseline systems and Weathermatic Smart Link. We offer advanced, water-efficient irrigation solutions that are tailored to the specific needs of each property.

By managing all irrigation services internally, we maintain complete control over every step—design, installation, and maintenance—ensuring the highest quality results. Our deep knowledge of the irrigation industry enables us to provide efficient, sustainable solutions that maximize water conservation and promote healthy, thriving landscapes.

With our combination of advanced technology, skilled professionals, and attention to detail, we're the trusted choice for reliable irrigation solutions that provide long-term benefits.

PROFESSIONAL SOLUTIONS

HAVE AN OUTDATED IRRIGATION SYSTEM?

We modernize outdated irrigation systems with advanced solutions, improving water efficiency, performance, and reliability. Our updates reduce waste, lower costs, and support healthier landscapes. Trust FloraLawn for smarter, sustainable irrigation.

■ PUMP, WATER SYSTEMS, & ACCESSORIES

Jet pumps, centrifugal pumps, submersible pumps, motors, control boxes, VFD instillation and programming

■ FILTERS, VALVES, & BACK FLOW PREVENTION

Check valves, foot valves, dual check valves, brass gate valves, brass ball valves, filtration systems, pressure vacuum breakers, filters, chemical feed pumps

■ IRRIGATION SYSTEM, PARTS, & ACCESSORIES

All irrigation products from every major manufacturer

■ PIPE, FITTINGS, LANDSCAPE ACCESSORIES

Pipe & fittings, poly tubing, water features, fountains

■ CULVERT, YARD DRAINAGE SYSTEMS

All sizes of culverts, drainage pipe & accessories

■ TANKS, POLYETHYLENE, BULK, STORAGE

Vertical, cone bottom, free standing

■ WELLS

Residential, commercial, agricultural, & industrial

GENERAL HOUSEHOLD PEST



At FloraLawn, we offer comprehensive household pest control services designed to protect your home from a variety of common pests, including ants, spiders, rodents, and termites. Our team is trained to identify potential problem areas and apply safe, effective treatments to eliminate pests while preventing future infestations.

Using eco-friendly products and cutting-edge techniques, we ensure that your home remains a safe, pest-free

environment for you and your family. Whether it's a one-time treatment or ongoing maintenance, our tailored pest control plans are designed to meet the specific needs of your home and provide long-lasting results.

Trust FloraLawn to handle your pest problems with professionalism, care, and an unwavering commitment to your home's well-being.

TREE MAINTENANCE



At FloraLawn, our in-house tree maintenance division is dedicated to maintaining the health, safety, and beauty of your trees. Our experienced arborists use the latest tools and techniques to provide precise trimming and pruning that promotes healthy growth and enhances the overall aesthetics of your landscape.

We handle everything from shaping trees for aesthetic appeal to removing dead or dangerous branches that could

pose a hazard to your property. Our team understands the unique needs of various tree species and customizes each service to ensure long-term tree health and safety.

By keeping tree trimming in-house, we ensure consistency, high-quality results, and attention to detail, making FloraLawn the trusted choice for all your tree care needs.

Landscape Management - South

Service	Monthly	Yearly
Landscape Maintenance	\$2,205.00	\$26,460.00
Shrub Fertilization Program	\$23.13	\$277.56
Monthly Irrigation Inspection	\$276.00	\$3,312.00
Total	\$2,504.13	\$30,049.56

Additional Services - South

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

Service	Qty	Price	Total
Mulch	50 Yards	\$65.00	\$3,250.00
Palm Pruning	Per Palm	\$50.00	\$50.00
Annuals (4x Per Year)	257 4" plants	\$2.50	\$2,570.00

Scope of Services

Turf Care

Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance **42 times** per calendar year (Floritam) and **42 times** per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season **April through October** and every other week during the non-growing season or as needed **November through March**.

Bahia lake and pond banks will be mowed **30 times per year** consistent with **3 times per month May through October** and **2 times per month or as needed November through April**.

Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (**42 times** per year). A soft edge of all bed areas will be performed every other mowing (**21 times** per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

Fertilization

St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer **6 times per year**. Timing of applications will be adjusted to meet horticultural conditions.

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to **4 times** per year between April 1st and October 30th. Pre-Emergent herbicides will be used **2 times** per year specifically targeting difficult to control weeds. Weed control applications are conducive to soil and air temperatures. Floritalawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass, Tropical Signal & Bermuda grass. Due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds can be treated as they appear, at an additional cost, using products like Bayer's Top Choice that offer extended control..

Tree, Shrub, and Groundcover Care

Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **10 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palm fronds will be performed as needed up to 12 feet in height.
4. Ground covers and vines can maintain a neat and uniform appearance.

Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Mechanical or chemical herbicides will be used as control methods. Mechanical weed removal **will only** be used when chemical applications are not applicable.

Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

Irrigation

Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$80.00 per hour**. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

Miscellaneous

Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

CERTIFICATIONS



DESIGN

- Landscape Design & Planning
- Tree and Shrub Placement for Aesthetic and Health
- Soil & Drainage Solutions
- Native Plant Design & Xeriscaping
- Landscape Renovations &
- Reimagining Existing Spaces
- Lighting Design



PEST CONTROL

- General Household Pest Control
- Rodent Control & Exclusion
- Termite Control & Prevention
- Mosquito Control
- Flea & Tick Treatment
- Lawn & Garden Pest Control
- Organic & Non-Toxic Pest Treatments
- Emergency Pest Control Services



MAINTENANCE

- Lawn Mowing & Edging
- Tree Trimming & Pruning
- Shrub & Plant Care
- Weeding & Mulching
- Leaf Removal & Debris Management
- Sod Installation & Lawn Repair
- Seasonal Color



WATER MANAGEMENT

- Florida Waterstar Certified
- Baseline Preferred Vendor/Installer
- Maxicom Software
- Certified Irrigation Designer
- Certified Irrigation Contractor
- Certified Landscape Irrigation Auditor
- Landscape Irrigation Design
- Stormwater Management Practices

CERTIFICATIONS

REFERENCE

QUALIFIER

Stormwater Management Inspector	#16795	FL Dept of Environmental Protection
Maxicom Software		Rain Bird
Best Management Practices	#13188, 9797, 8588	FL Dept of Environmental Protection
Irrigation Contractor License	#CSIR0123	Polk County Building Division
Certified Specialty Contractor	#SCC 131153009	FL Dept of Business & Pro Reg
Landscape Irrigation Design		College of Irrigation Knowledge
Certified Irrigation Designer - Residential	#004041	The Irrigation Association
Certified Irrigation Designer - Commercial	#004041	The Irrigation Association
Certified Irrigation Contractor	#004041	The Irrigation Association
Certified Landscape Irrigation Auditor	#40183	The Irrigation Association
Certified Landscape Water Manager	#004041	The Irrigation Association

INSURANCE



LEASED/RENTED EQUIPMENT

- AGCS Marine Insurance Co
- Policy: #MZ193091427
- Limit: \$100,000



UMBRELLA LIABILITY

- Hartford Casualty Ins Co
- Policy: #21HHUSR2G4R
- Each Occurrence \$2,000,000
- Aggregate \$2,000,000



COMMERICAL GENERAL LIABILITY

- Twin City Fire Insurance
- Policy: #21UENSR2G35
- Each Occurrence \$1,000,000
- Damage to Rented Premises \$300,000
- Med Exp \$5,000
- Personal & Adv Injury \$1,000,000
- General Aggregate \$2,000,000
- Product-Comp/Op AGG \$2,000,000



AUTOMOBILE LIABILITY

- Hartford Insurance Company #916
- Policy: #21UENOL4791
- Combined Single Limit: \$1,000,000
- PIP: \$10,000



GENERAL LICENSURE

- Commercial General Liability
- Automobile Liability
- Umbrella Liability
- Best Management Practices
- Business Tax Receipt
- Polk County
- License: #118675
- Agriculture Product Dealer #699156
- State of Florida Dept of Agriculture
- License: #699156
- Pest Control Operator
- State of Florida Dept of Agriculture
- License: #JB192451



WORKERS COMPENSATION

- Bridgefield Casualty Insurance Company
- Policy: #0196-62488
- Each Accident \$1,000,000
- Disease - EA Employee \$1,000,000
- Disease - Policy Limit \$1,000,000

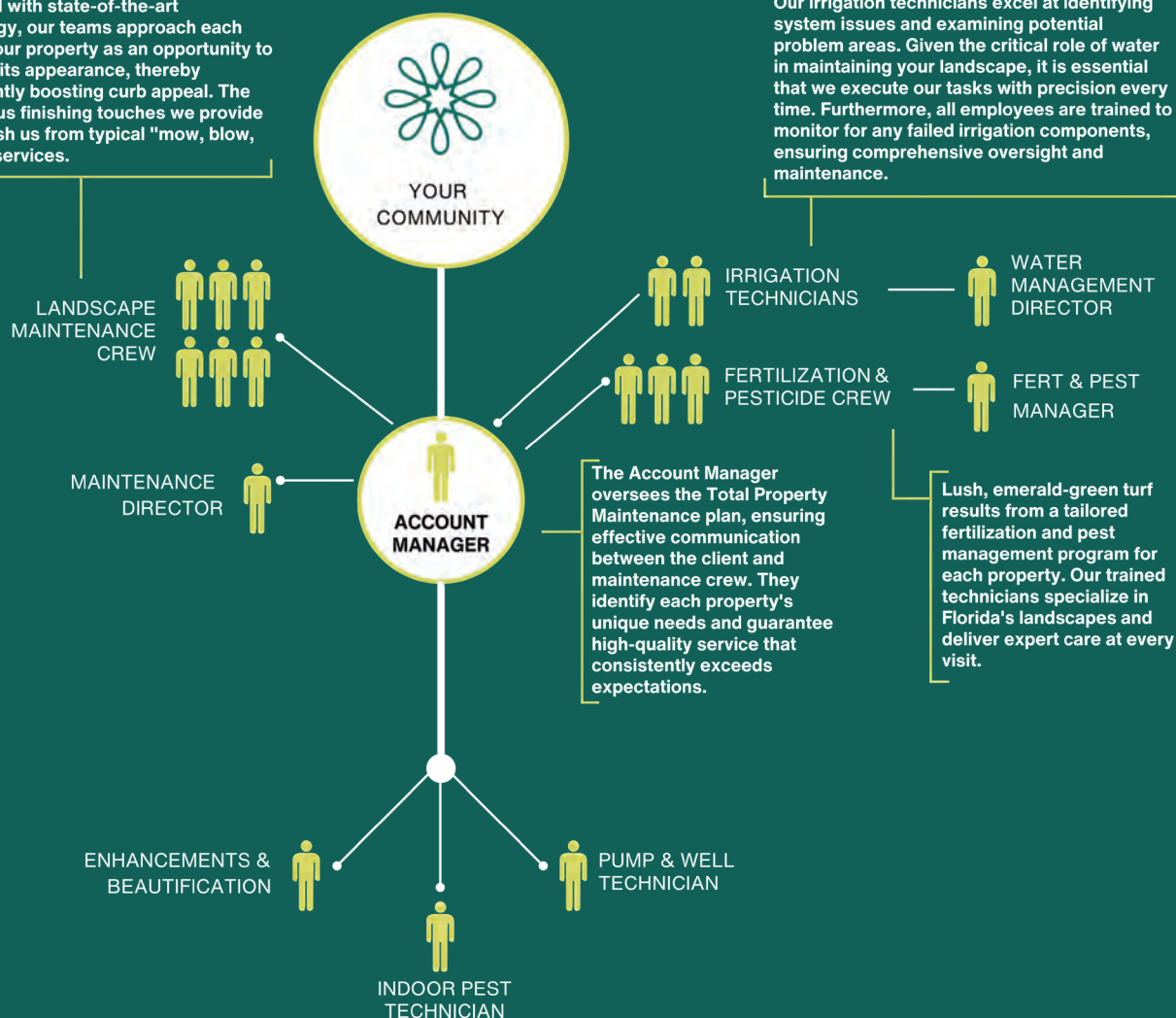


floralawn

COMMUNICATION

Equipped with state-of-the-art technology, our teams approach each visit to your property as an opportunity to enhance its appearance, thereby significantly boosting curb appeal. The meticulous finishing touches we provide distinguish us from typical "mow, blow, and go" services.

Our irrigation technicians excel at identifying system issues and examining potential problem areas. Given the critical role of water in maintaining your landscape, it is essential that we execute our tasks with precision every time. Furthermore, all employees are trained to monitor for any failed irrigation components, ensuring comprehensive oversight and maintenance.

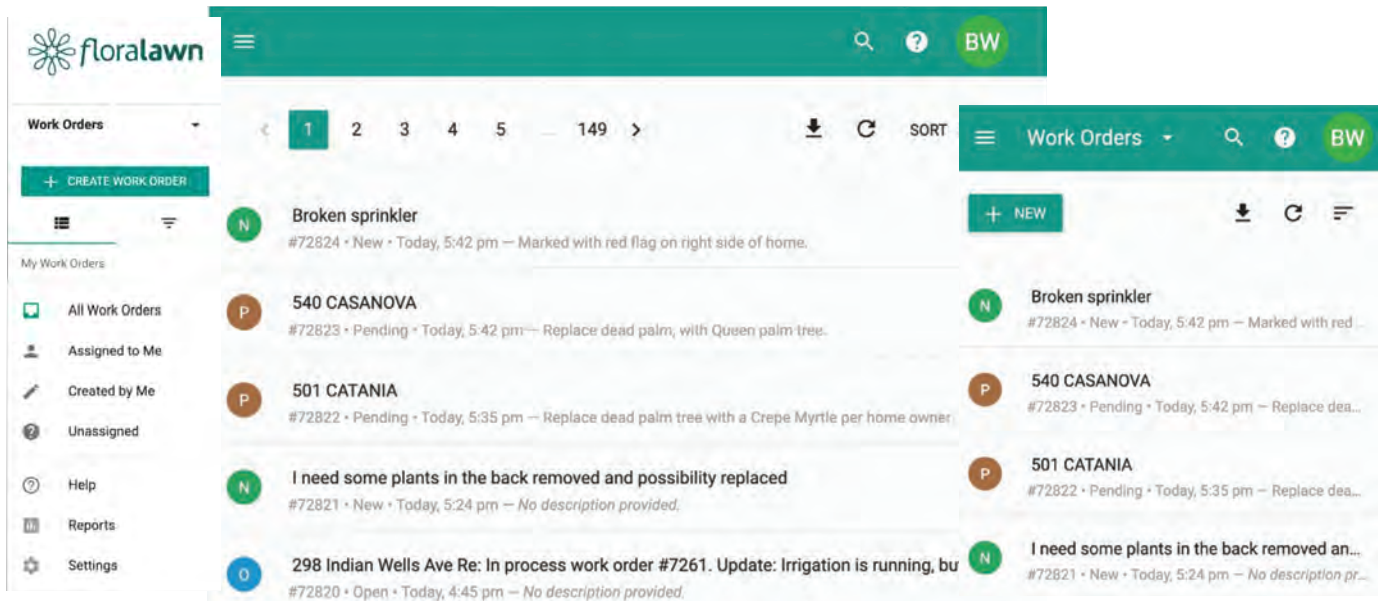


Clear internal communication is essential for promptly addressing concerns, sharing important updates, and ensuring that all members are aligned with community goals and initiatives. It fosters trust, promotes collaboration, and cultivates a sense of unity among all participants.

Total Property Maintenance encompasses numerous components,

with your Account Manager acting as the pivotal element in this system, dedicated to ensuring your complete satisfaction. The Account Manager conducts thorough quality assurance checks, guaranteeing that your property is consistently monitored with care. Should you have any questions or concerns, a single phone call is all that is needed to receive assistance.

WORK ORDER SYSTEM



We emphasize the importance of open and responsive communication among our team, community residents, and board members. Our customized work order system is designed to facilitate effective service delivery while ensuring that feedback and requests from residents and board members are clearly communicated and promptly addressed.

RESIDENT ACCOUNTS

Residents have the ability to create an account and manage their work orders from initiation to completion, depending on various factors.

TRACKABLE RESULTS

Our portal-based work-order system offers residents a streamlined method to report issues requiring attention from Floralawn. This system ensures trackable progress and delivers comprehensive reporting.

COMMUNICATION

Our team members maintain continuous communication through work order status updates and direct messaging.

RESIDENT TRAINING

We conduct regular training sessions for residents on the effective use of the work order system.



“YOUR COMMUNITY’S
WELL-BEING AND SUCCESS
ARE MY TOP PRIORITIES”

MY PROMISE



ROB AVERITT
PRESIDENT

I promise to care for your community with the same dedication and attention I would give to my own home. Every detail, from maintenance to enhancements, will be handled with pride and respect, ensuring your property remains a place of beauty and comfort. Your community's well-being and success are my top priorities, and I am committed to delivering the highest level of service and care every step of the way.



floralawn

P.O. BOX 91597
LAKELAND, FL 33804

863-668-0494
WWW.FLORALAWN.COM

DESIGNED BY: LUXE ART CREATIVE

SECTION 3

[Willowbrook South CDD] Landscape Fee Summary

Contractor: Prince and Sons, Inc
 Address: 200 S. F Street
 Haines City, FL 33844
 Phone: (863) 422-5207
 Contact: Lucas Martin
 Email: Lmartin@princeandsonsinc.com

Property: Willowbrook South CDD
 Address:
 Phone:
 Contact:
 Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D													
(Compnent A) - Mowing/Detailing	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	\$30,000
TURF CARE													
(Component B) Bahia/St Augustine/Zoysia													\$0
TREE/SHRUB CARE													
(Component C) Tree/Shrub Fert	40	40	40	40	40	40	40	40	40	40	40	40	\$480
IRRIGATION MAINT.													
(Component D)	275	275	275	275	275	275	275	275	275	275	275	275	\$3,300
ANNUAL CHANGES - <i>None at this time</i>													
(Component E.1) <i>Per Annual Pricing:</i>	<i>Count:</i>			<i>Count:</i>			<i>Count:</i>			<i>Count:</i>			\$0
BED DRESSING - Estimate mulch yds													
(Component E.2) <i>Per Yard Pricing:</i>					<i>Mulch Yds</i>						<i>Mulch Yds</i>		\$0
PALM TRIMMING													
(Component E.3) <i>Per Palm Price:</i> <i>Palm counts:</i>													\$0
TOTAL FEE PER MONTH:	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$33,780

Flat Fee Schedule	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$33,780
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$33,780
Extra Services Annual Changes, Palm Pruning, Mulch	\$0
TOTAL	\$33,780.00

SECTION 4

Willowbrook Community Development District (South) Landscape Fee Summary

Contractor: Weber

Address: 5935 K Villa Avenue

Phone: 863.364.1864

Contact: James Ambuehl

Email: jambuehl@weberma.com

Property: Willowbrook CDD (South)

Address: 219 E Livingston St

Orlando, FL 32801

Phone:

Contact: Joel Blanco

Email: jblanco@wccdd.com

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing (Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>	\$3,897.50	\$3,897.50	\$3,897.50	\$3,897.50	\$3,897.50	\$3,897.50	\$3,897.50	\$3,897.50	\$3,897.50	\$3,897.50	\$3,897.50	\$3,897.50	\$46,770.00
TURF CARE (Component B) <i>Bahia/St Augustine/Zoysia</i>	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$41.33	\$495.96
TREE/SHRUB CARE Includes OTC if Applicable (Component C) <i>Trees/Shrub Fert/OTC/Drenching</i>	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$324.00
IRRIGATION MAINT. (Component D) <i>Irrigation Inspections</i>	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00	\$3,060.00
ANNUAL CHANGES - (Component E.1) <i>Per Annual Pricing:</i>	<i>None at this time</i>			<i>None at this time</i>			<i>None at this time</i>			<i>None at this time</i>			\$0.00
BED DRESSING - Estimate mulch yds - <i>PINE BARK</i> (Component E.2) <i>(Mulch Type) Per Yard Pricing:</i>					\$3,831.00 <i>50 yds</i>								\$3,831.00
PALM TRIMMING 1x Per Year (Component E.3) <i>Per Palm Price:</i> <i>Palm counts: 7</i>					\$359.00								\$359.00
TOTAL FEE PER MONTH:	\$4,220.83	\$4,220.83	\$4,220.83	\$4,220.83	\$8,410.83	\$4,220.83	\$4,220.83	\$4,220.83	\$4,220.83	\$4,220.83	\$4,220.83	\$4,220.83	\$54,840

Fee Schedule with Extra Services	\$4,570.00	\$4,570.00	\$4,570.00	\$4,570.00	\$4,570.00	\$4,570.00	\$4,570.00	\$4,570.00	\$4,570.00	\$4,570.00	\$4,570.00	\$4,570.00	\$4,570.00
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Fee Schedule Essential Services Only	\$4,221	\$4,221	\$4,221	\$4,221	\$4,221	\$4,221	\$4,221	\$4,221	\$4,221	\$4,221	\$4,221	\$4,221	\$4,221
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$50,649.96
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Extra Services Annual Changes, Palm Pruning, Mulch	\$4,190.00
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TOTAL	\$54,839.96
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**Weber Environmental Services
Landscape Agreement
For Willow Brook North &
Willow Brook South CDD**

Landscape Maintenance





WEBER ENVIRONMENTAL SERVICES, LLC

WINTER HAVEN OFFICE 5935 S.R. 542 WEST, WINTER HAVEN, FL. 33880
CORPORATE OFFICE (863) 551-1820 FAX (863) 551-1639

October 24, 2025

Willow Brook North and South CDD
4224 Lucerne Park Rd
Winter Haven, FL 33880
Attn: Joel Blanco
jblanco@gmscfl.com

Specifications, Proposal, and Contract for Property Located at:

4224 Lucerne Park Rd. Winter Haven, FL 33880

MOWING:

- All turf will be mowed once each week while in the growing season (April 1st to October 31st)
- All turf will be mowed every other week or as conditions warrant, during the dormant season (November 1st through March 31st)
- All embankments and retention ponds will be mowed to the water's edge.
- All accumulations of clippings will be removed.
- Mowing height will depend on the season. Typically, the height will range from 3" to 5".
- Any area too wet for proper mowing will be mowed when the ground is dry enough to allow for it.

EDGING:

- All surrounding turf areas adjacent to paved surfaces or structural edges such as sidewalks, driveways, parking lots, curbs, headers and retaining walls, will be edged with a "blade edger" in order to maintain a clean, crisp, and consistent edge line.
- Bed edges will be kept clean and well-defined around color beds, shrub beds, open beds, and tree trunks, so as to prevent encroachment from lawn but not so frequently that the bed line expands into the turf.

WEEDING:

- Weeding by hand or chemical means of all plant bed areas one time per month to maintain a reasonably weed-free condition commensurate with the season.
- Groundcover beds infested with weeds will be chemically treated.
- Weed control in curbs, ground between plants, joints in walks, decks, and driveways (paved and concrete areas) will be performed using appropriate manual (Hand pulling), mechanical (Spin trimming) and/or chemical (Herbicide) control. Herbicides will be applied with care so as not to injure adjacent desirable plants. Completed on a monthly rotational basis.

PRUNING AND TRIMMING:

- Pruning of all ornamental shrubbery up to a height of **Six (6) feet**.
- Performance of **Twelve (12)** pruning rotations per year performed on a monthly basis.
- Removal of all generated debris from the property.
- Selective pruning will be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and to ensure health and vigor.
- Tree limbs will be trimmed or pruned up to a height of **Eight (8) feet**. Trees will be pruned to an overhead clearance of eight feet for walkways and free of suckers from trunk or base. No limbs larger than 1 ½ inches in diameter will be trimmed or removed.
- Ground covers and vines will be sheared as necessary in a uniform manner to maintain neat clean edges, surfaces, and overall appearance.
- Shrubs and hedges will be sheared and pruned in a consistent manner to maintain optimum shape and size as growth habit dictates according to the individual potential for each species of plant.
- Detailing of planted areas will be performed weekly in a sectional method, each section will represent one-fourth of the entire property during the growing season, and one-eighth of the entire property during the dormant season as defined by seasonal services mentioned above.
- Any ornamental tree that requires trimming where the top of the tree is above 8' and requires specialized equipment to achieve will be proposed as a separate scope of work.

CLEAN UP:

- All trimmings and clippings will be collected and removed from the property.
- All sidewalks will be blown off in order to remove all debris generated during the performance of this contract.
- All lawn areas will be cleared of litter and debris before mowing, so as not to shred or scatter foreign matter.

HORTICULTURAL SERVICES:

- The property will be inspected **Six (6)** times per year to ensure:
- Turf and Plant material is in good health, shows good color, growth habits, and is reasonably free of pests most commonly associated with.
- Soil samples are not the determining factor for this program.
- A pesticide program will be provided as needed to suppress infestations of weeds and insects on all turf areas, plant material, and landscape beds where and when applicable.
- Treatment of the turf and plant materials for disease and fungi require special care on a case-by-case basis and are available under a separate agreement. Note: Fungi is an ever-present soil bound condition with no preventative cause; treatment applied is for post conditions only.
- Any insect infestation will be treated on an as-needed basis.
- IPM: An Integrated Pest Management program will be utilized targeting identified insects, scale and fungi, reducing the chemical footprint and reducing die-off of beneficial insects.
- All St. Augustine, Zoysia, and Bermuda turf shall be fertilized **Four (4)** times per year.
- All plant material will be fertilized **Two (2)** times per year.
- All fertilizers used in our program will be blended to make a balanced nutrient package, including all the necessary minor and trace elements.
- This program is restricted to turf and plant insects and excludes ants, fire ants, fleas, ticks, mosquitos, gnats, and any general household pests.

IRRIGATION INSPECTIONS:

- The activation of the system one time per month for aboveground inspection.
- The reporting of any deficiencies noted in the inspection on the Monthly Inspection Report.
- The adjustment of automatic controllers to establish watering periods appropriate in frequency and duration to prevailing seasonal conditions.
- The adjustment of all functioning spray heads to ensure proper coverage.
- Nozzles that are clogged from broken lines, reclaimed, well and or potable water contamination will be proposed for repair.
- Irrigation heads that are non-functional will be proposed for repair.
- All additional items noted for repair will be proposed for approval and billed separately upon completion.
- Repair work caused by W.E.S., Inc. in the course of our landscape maintenance activity is the responsibility of W.E.S., Inc. and will be repaired at no charge.
- Irrigation heads that do not recess after operation are considered “non-functioning” and damage to heads from mowers are not warranted.
- W.E.S., Inc. assumes no liability beyond its control, disclaims any and all express or implied warranties, and is not responsible for the condition of the landscape or irrigation system due to drought, freeze, irrigation deficiencies, residents turning off timers, storm damage, vandalism, or pedestrian or vehicle damage.

SPECIAL SERVICES:

- An Operations Manager will be assigned to the project, with whom the site manager may communicate on a regular basis, pertaining to the contract services.
- W.E.S., Inc. will supervise and direct the work and its employees to the best of their ability and be solely responsible for all techniques, sequences, procedures, coordination of services and actions of their employees. W.E.S., Inc. service personnel shall maintain neat appearance in suitable clothing with company identification uniform.

ADDITIONAL SERVICES:

- Additional services are optional services, not included in the contract; a customer can request at any time. A proposal will be provided by W.E.S. for the service requested. Before the service request is scheduled and performed, the customer must provide a signed approval of the proposal W.E.S. provided. The service proposal's cost will be billed after the approved service is completed.

- ☐ Annuals
- ☐ Mulch
- ☐ Landscape and sprinkler design
- ☐ New plantings
- ☐ Hand watering
- ☐ Excessive leaf clean up
- ☐ Tree removal
- ☐ Large Tree Trimming
- ☐ Crape Myrtles Trimming
- ☐ Palm Tree Trimming
- ☐ Renovation of existing plant material such as cutting back to reduce overall size.
- ☐ Removal of planted material that has died due to winter freeze, floods, fire or other Acts-of-Nature
- ☐ Irrigation installation, reinstallation, modification, or repair of the system.
- ☐ Major clean up due to storms, hurricanes, tornadoes, or other Acts-of-Nature.

SUMMARY OF CONTRACT SERVICES:

Willow Brook North CDD

Services	Annual	Monthly
Turf Maintenance and Detailing	\$58,143.00	\$4,845.25
Turf Care	\$1,341.96	\$111.83
Tree and Shrub Care	\$303.96	\$25.33
Irrigation Maintenance	\$1,836.00	\$153.00

TOTAL SERVICES	\$61,624.92	\$5,135.41
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Willow Brook South CDD

Services	Annual	Monthly
Turf Maintenance and Detailing	\$46,770.00	\$3,897.50
Turf Care	\$495.96	\$41.33
Tree and Shrub Care	\$324.00	\$27.00
Irrigation Maintenance	\$3,060.00	\$255.00

TOTAL SERVICES	\$50,649.96	\$4,220.83
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*** * CONTRACT FOR GROUNDS MAINTENANCE SERVICE * ***

This agreement is made by and between: **Willow Brook North and South CDD** hereinafter referred to as the "Client" and **Weber Environmental Services LLC**, hereinafter referred to as the "Contractor"

NOW THEREFORE, the parties referenced above herein desire to enter into this agreement to be governed by the following terms, conditions, and stipulations.

Terms: The term of the agreement shall be for twelve (12) months, **commencing on November 3rd 2025, and terminating on the 31st day of October 2026.**

Willow Brook North CDD \$61,242.92 / \$5,135.41

Willow Brook South CDD \$50,649.96 / \$4,220.83

W.E.S., LLC. agrees to provide the work in the manner prescribed in the "Specifications" attached hereto and incorporated herein for the total sum of: **One Hundred Eleven Thousand Eight Hundred Ninety-Two & 88/100 Dollars, (\$111,892.88)** annually, payable in monthly installments of: **Nine Thousand Three Hundred Twenty Four & 40/100 Dollars, (\$9,324.40)**, at the end of the month of service.

Initials: _____ JA

Contract Terms & Conditions

Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by the Customer. If your order is an acceptance of a written proposal, on a form provided by Weber Environmental Services, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Weber Environmental Services' offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Weber Environmental Services shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Weber Environmental Services on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Exclusions From Work. Weber Environmental Services' obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

Payment Terms. All labor, equipment, and material necessary to accomplish the above for the season shall be provided for the sum of the total contract price, payable in 12 equal installments due monthly on the 1st of each month. Customer shall pay Weber Environmental Services' invoices within net thirty (30) days of the invoice date. If payment is not received as required hereby, Weber Environmental Services may suspend performance, and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Weber Environmental Services for all reasonable shutdown, standby and start-up costs as a result of the suspension. A service charge of 1.5% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%. Customer shall pay all costs (including attorneys' fees) incurred by Weber Environmental Services in attempting to collect amounts due and otherwise enforce these terms and conditions.

Payment Remittance: Weber Environmental Services, LLC, 23640 Research Drive, Farmington Hills, MI 48335

Time For Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Weber Environmental Services, all dates provided by Weber Environmental Services or its representatives for commencement, progress or completion are estimates only. While Weber Environmental Services shall use commercially reasonable efforts to meet such estimated dates, Weber Environmental Services shall not be responsible for any damages for its failure to do so.

Access. Weber Environmental Services and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Weber Environmental Services and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Weber Environmental Services' access to correct any emergency conditions shall not be restricted.

Permits And Governmental Fees. Weber Environmental Services shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Weber Environmental Services' subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments, and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Concealed Or Unknown Conditions. In the performance of the Work, if Weber Environmental Services encounters conditions at the Premises that are (I) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Weber Environmental Services shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Weber Environmental Services' cost of, or time required for, performance of any part of the Work, Weber Environmental Services shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Conditions Beyond Control of Parties. If Weber Environmental Services shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Weber Environmental Services' election (I) remain in effect but Weber Environmental Services' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Weber Environmental Services for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Weber Environmental Services the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Weber Environmental Services for all Work furnished to date and all damages sustained by Weber Environmental Services (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Fuel and Materials Cost Volatility: Pricing under this Agreement may be subject to change throughout the term(s) due to the volatility in the fuel and Materials. Continuum will have the opportunity to re-visit pricing annually with the Client in good faith if pricing of fuel or Materials increase by 5% over prevailing local costs on or after April 1st. of each Lawn season. In the event fuel or Material prices increase by 20% or more between April 1st and November 30th of each Lawn season, Continuum will have the right to adjust pricing immediately to recover the additional cost.

Indemnification. Weber Environmental Services and Customer shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential, or punitive damages.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of Weber Environmental Services. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire Agreement between both parties, and this Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Weber Environmental Services is a signatory thereon.

Cancellation: This contract may be canceled with cause upon thirty (30) days written notice. If Weber Environmental Services cannot correct deficiencies within thirty days, this contract will become null, and void and all services rendered will become due and payable within the terms of this contract. Equal monthly installments do not necessarily reflect the cost of services performed. All correspondence regarding cancellation shall be via Certified Mail/Return Receipt Requested to the Account Manager's attention listed on page 1.

As indicated by my signature below, I have read, fully understand, and agree to the terms and conditions in all areas of this contract.

Executed this _____ day of _____, 2025.

Willow Brook North and South CDD

Weber Environmental Services, LLC

BY (X) _____

BY (X) *James Ambuehl*

PRINT NAME _____

PRINT NAME: James Ambuehl

TITLE _____

TITLE: Business Development Specialist

SECTION D

SECTION 1

Willowbrook
Community Development District

Bill to: KRPC Willowbrook LLC

Funding Request #22
July 17, 2025

	Payee	General Fund FY25
1	Governmental Management Services Invoice # 25 - Management Fees - July 2025	\$ 4,039.77
2	Kilinski Van Wyk PLLC Invoice # 12657 - General Counsel - June 2025	\$ 1,549.29
3	Gannett Florida LocaliQ Invoice # 0007198548 - Legal Advertising - June 2025	\$ 335.30
4	Navitas Credit Corp. Contract# 41411712 - Two Months Lump Sum	\$ 3,958.20
5	Supervisor Fees - 06/24/25 McKinzie Terrill Allen Keen Scott Shapiro	\$ 215.30 \$ 215.30 \$ 215.30
6	US Bank Invoice # 7799894 - Series 2024 Trustee Fees	\$ 4,246.25
Total:		\$ 14,774.71

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

Willowbrook
Community Development District

Bill to: KRPC Willowbrook LLC

Funding Request #23
August 1, 2025

	Payee	General Fund FY25	
1	Dibartolomeo, McBee, Hartley & Barnes PA Invoice# 9011417 - Audit Services FYE 2024	\$	3,600.00
2	Supervisor Fees - July 22, 2025 Meeting		
	McKinzie Terrill	\$	215.30
	Allen Keen	\$	215.30
	Hyzen Marc	\$	215.30
	Scott Shapiro	\$	215.30
		Total:	\$ 4,461.20

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

Willowbrook
Community Development District

Bill to: KRPC Willowbrook LLC

Funding Request #24
August 14, 2025

	Payee	General Fund FY25
1	Disclosure Services LLC Invoice# 1 - Amortization Schedule	\$ 250.00
2	Gannett Florida LocaliQ Invoice# 0007249528 - Legal Advertising - July 2025	\$ 4,256.48
3	Governmental Management Services Invoice# 26 - Management Fees - August 2025	\$ 4,012.68
4	TECO July Utility Services	\$ 574.50
5	Navitas Credit Corp. Contract# 41411712 - Two Months Lump Sum	\$ 3,958.20
Total:		\$ 13,051.86

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

Willowbrook
Community Development District

Bill to: KRPC Willowbrook LLC

Funding Request #25
September 18, 2025

	Payee	General Fund FY25	General Fund FY26
1	Egis Insurance & Risk Advisors Invoice# 29058 - FY26 Insurance Policy	\$ -	\$ 5,300.00
2	Governmental Management Services Invoice# 29 - Management Fees - September 2025	\$ 4,076.47	\$ -
3	Kilinski Van Wyk PLLC Invoice # 12976 - General Counsel - July 2025	\$ 3,937.50	\$ -
4	Navitas Credit Corp. Contract# 41411712 - Two Months Lump Sum	\$ 3,958.20	\$ -
		\$ 11,972.17	\$ 5,300.00
		Total:	\$ 17,272.17

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

Willowbrook
Community Development District

Bill to: KRPC Willowbrook LLC

Funding Request #26
October 16, 2025

	Payee	General Fund FY25		General Fund FY26	
1	Florida Department of Commerce Invoice# 93756 - Special District Fee - FY26	\$	-	\$	175.00
2	Egis Insurance & Risk Advisors Invoice# 29941 - FY26 Property Insurance (General Liability was on FR#25)	\$	-	\$	8,251.00
3	Gannett Florida LocalIQ Invoice# 0007352293- Legal Advertising - September 2025	\$	359.25	\$	-
4	Governmental Management Services Invoice# 32 - Assessment Roll Certification - FY26 Invoice# 34 - Management Fees - October 2025	\$	-	\$	6,180.00 4,160.11
5	Kilinski Van Wyk PLLC Invoice # 13189 - General Counsel - August 2025 Invoice # 13411 - General Counsel - September 2025	\$	2,578.00 2,578.90	\$	- -
6	Polk County Property Appraiser Invoice # 4652361 - 1% Admin Fee Maint - FY26 Invoice # 4652360 - 1% Admin Fee Debt - FY26	\$	- -	\$	3,318.82 5,994.62
7	TECO - Tampa Electric Company Account# 221009445596 - Willowbrook PH1 & PH2 Amenity Center - August 2025 Account# 221009445596 - Willowbrook PH1 & PH2 Amenity Center - September 2025 Account# 221009478548 - 1275 Martin Luther King Blvd NE - September 2025	\$	847.19 2,009.75 2,339.87	\$	- - -
Totals:		\$	10,712.96	\$	28,079.55

Total: \$ 38,792.51

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

SECTION 2

Willowbrook
Community Development District

Unaudited Financial Reporting
September 30, 2025



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2	<u>General Fund</u>
3	<u>Series 2024 Debt Service Fund</u>
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5	<u>Series 2024 Capital Projects Fund</u>
6	<u>Series 2025 Capital Projects Fund</u>
7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>

Willowbrook
Community Development District
Combined Balance Sheet
September 30, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 14,444	\$ -	\$ -	\$ 14,444
Series 2024:				
Reserve	\$ -	\$ 624,845	\$ -	\$ 624,845
Interest	\$ -	\$ 106	\$ -	\$ 106
Revenue	\$ -	\$ 313,978	\$ -	\$ 313,978
Prepayment	\$ -	\$ 889,486	\$ -	\$ 889,486
Construction	\$ -	\$ -	\$ 851	\$ 851
Series 2025:				
Reserve	\$ -	\$ 698,068	\$ -	\$ 698,068
Interest	\$ -	\$ 337,956	\$ -	\$ 337,956
Construction	\$ -	\$ -	\$ 8,465,826	\$ 8,465,826
Cost of Issuance	\$ -	\$ -	\$ 100	\$ 100
Due from Developer	\$ 27,985	\$ -	\$ -	\$ 27,985
Prepaid Expense	\$ 2,831	\$ -	\$ -	\$ 2,831
Total Assets	\$ 45,260	\$ 2,864,439	\$ 8,466,777	\$ 11,376,476
Liabilities:				
Accounts Payable	\$ 22,652	\$ -	\$ -	\$ 22,652
Retainage Payable	\$ -	\$ -	\$ 251,457	\$ 251,457
Deferred Revenue	\$ 5,300	\$ -	\$ -	\$ 5,300
Total Liabilities	\$ 27,952	\$ -	\$ 251,457	\$ 279,409
Fund Balance:				
Nonspendable				
Deposits & Prepaid Items	\$ 2,831	\$ -	\$ -	\$ 2,831
Assigned:				
Debt Service - Series 2024	\$ -	\$ 1,828,415	\$ -	\$ 1,828,415
Debt Service - Series 2025	\$ -	\$ 1,036,024	\$ -	\$ 1,036,024
Capital Projects - Series 2024	\$ -	\$ -	\$ (250,607)	\$ (250,607)
Capital Projects - Series 2025	\$ -	\$ -	\$ 8,465,926	\$ 8,465,926
Unassigned	\$ 14,478	\$ -	\$ -	\$ 14,478
Total Fund Balances	\$ 17,309	\$ 2,864,439	\$ 8,215,320	\$ 11,097,067
Total Liabilities & Fund Balance	\$ 45,260	\$ 2,864,439	\$ 8,466,777	\$ 11,376,476

Willowbrook
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<u>Revenues:</u>				
Developer Contributions	\$ 401,310	\$ 401,310	\$ 126,554	\$ (274,756)
Total Revenues	\$ 401,310	\$ 401,310	\$ 126,554	\$ (274,756)
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 12,000	\$ 2,600	\$ 9,400
FICA Expenses	\$ 918	\$ 918	\$ 92	\$ 826
Engineering	\$ 15,000	\$ 15,000	\$ -	\$ 15,000
Attorney	\$ 25,000	\$ 25,000	\$ 25,344	\$ (344)
Audit	\$ 4,000	\$ 4,000	\$ 3,600	\$ 400
Assessment Administration	\$ 6,000	\$ 6,000	\$ 6,000	\$ -
Arbitrage	\$ 900	\$ 900	\$ -	\$ 900
Dissemination	\$ 6,000	\$ 6,000	\$ 5,000	\$ 1,000
Dissemination Software	\$ 1,500	\$ 1,500	\$ 2,500	\$ (1,000)
Trustee Fees	\$ 8,082	\$ 8,082	\$ 1,415	\$ 6,667
Management Fees	\$ 40,000	\$ 40,000	\$ 40,000	\$ 0
Information Technology	\$ 1,890	\$ 1,890	\$ 1,890	\$ -
Website Maintenance	\$ 1,260	\$ 1,260	\$ 1,260	\$ -
Telephone	\$ 300	\$ 300	\$ -	\$ 300
Postage & Delivery	\$ 1,000	\$ 1,000	\$ 799	\$ 201
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 1,000	\$ 1	\$ 999
Legal Advertising	\$ 15,000	\$ 15,000	\$ 4,951	\$ 10,049
Contingency	\$ 5,000	\$ 5,000	\$ 903	\$ 4,097
Office Supplies	\$ 625	\$ 625	\$ 8	\$ 617
Travel Per Diem	\$ 660	\$ 660	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 151,310	\$ 151,310	\$ 101,538	\$ 49,772
<u>Operations & Maintenance</u>				
Field Contingency	\$ 250,000	\$ 250,000	\$ -	\$ 250,000
Electric	\$ -	\$ -	\$ 531	\$ (531)
Streetlights	\$ -	\$ -	\$ 5,184	\$ (5,184)
Playground Expenses	\$ -	\$ -	\$ 18,072	\$ (18,072)
Total Operations & Maintenance	\$ 250,000	\$ 250,000	\$ 23,787	\$ 226,213
Total Expenditures	\$ 401,310	\$ 401,310	\$ 125,326	\$ 275,984
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 1,228	
Fund Balance - Beginning	\$ -		\$ 16,081	
Fund Balance - Ending	\$ -		\$ 17,309	

Willowbrook

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Assessments - Direct	\$ 254,508	\$ 254,508	\$ 247,063	\$ (7,445)
Assessments - Prepayments	\$ -	\$ -	\$ 934,988	\$ 934,988
Assessments - Lot Closings	\$ -	\$ -	\$ 14,761	\$ 14,761
Interest	\$ -	\$ -	\$ 38,816	\$ 38,816
Total Revenues	\$ 254,508	\$ 254,508	\$ 1,235,628	\$ 981,120
Expenditures:				
Interest Expense - 11/1	\$ 213,505	\$ 213,505	\$ 213,505	\$ -
Interest Expense - 5/1	\$ 254,509	\$ 254,509	\$ 254,509	\$ -
Special Call - 08/01	\$ -	\$ -	\$ 50,000	\$ 50,000
Interest Expense - 08/01	\$ -	\$ -	\$ 715	\$ 715
Total Expenditures	\$ 468,014	\$ 468,014	\$ 518,730	\$ 50,715
Excess (Deficiency) of Revenues over Expenditures	\$ (213,507)		\$ 716,898	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ 106	\$ 106
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 106	\$ 106
Net Change in Fund Balance	\$ (213,507)		\$ 717,004	
Fund Balance - Beginning	\$ 469,273		\$ 1,111,411	
Fund Balance - Ending	\$ 255,766		\$ 1,828,415	

Willowbrook

Community Development District

Debt Service Fund Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ -	
Other Financing Sources/(Uses):				
Bond Proceeds	\$ -	\$ -	\$ 1,036,024	\$ 1,036,024
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 1,036,024	\$ 1,036,024
Net Change in Fund Balance	\$ -		\$ 1,036,024	
Fund Balance - Beginning	\$ 469,273		\$ -	
Fund Balance - Ending	\$ 469,273		\$ 1,036,024	

Willowbrook
Community Development District
Capital Projects Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 8,382	\$ 8,382
Developer Contributions	\$ -	\$ -	\$ 9,109,603	\$ 9,109,603
Total Revenues	\$ -	\$ -	\$ 9,117,985	\$ 9,117,985
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 9,308,978	\$ (9,308,978)
Total Expenditures	\$ -	\$ -	\$ 9,308,978	\$ (9,308,978)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (190,993)	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ (106)	\$ (106)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (106)	\$ (106)
Net Change in Fund Balance	\$ -		\$ (191,099)	
Fund Balance - Beginning	\$ -		\$ (59,508)	
Fund Balance - Ending	\$ -		\$ (250,607)	

Willowbrook

Community Development District

Capital Projects Fund Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 398,050	\$ (398,050)
Total Expenditures	\$ -	\$ -	\$ 398,050	\$ (398,050)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (398,050)	
Other Financing Sources/(Uses):				
Bond Proceeds	\$ -	\$ -	\$ 8,863,976	\$ 8,863,976
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 8,863,976	\$ 8,863,976
Net Change in Fund Balance	\$ -		\$ 8,465,926	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 8,465,926	

Willowbrook
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 6,809	\$ 4,125	\$ 7,454	\$ 6,545	\$ 4,915	\$ 12,330	\$ 8,629	\$ 8,797	\$ 11,977	\$ 14,775	\$ 17,513	\$ 22,685	\$ 126,554
Total Revenues	\$ 6,809	\$ 4,125	\$ 7,454	\$ 6,545	\$ 4,915	\$ 12,330	\$ 8,629	\$ 8,797	\$ 11,977	\$ 14,775	\$ 17,513	\$ 22,685	\$ 126,554
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ 800	\$ -	\$ 600	\$ 800	\$ -	\$ -	\$ 2,600
FICA Expenses	\$ -	\$ -	\$ -	\$ -	\$ 31	\$ -	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 786	\$ 1,831	\$ 2,402	\$ 727	\$ 504	\$ 602	\$ 2,516	\$ 1,396	\$ 1,549	\$ 3,938	\$ 6,516	\$ 2,579	\$ 25,344
Audit Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ 3,600
Assessment Administration	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 5,000
Dissemination Software	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,415	\$ -	\$ -	\$ -	\$ 1,415
Management Fees	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 40,000
Information Technology	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 1,890
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 1,260
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 38	\$ 29	\$ 93	\$ 47	\$ 92	\$ 86	\$ 71	\$ 159	\$ 95	\$ 25	\$ 0	\$ 64	\$ 799
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335	\$ 4,256	\$ -	\$ 359	\$ 4,951
Contingency	\$ 22	\$ 22	\$ 22	\$ 22	\$ 189	\$ 138	\$ 63	\$ 60	\$ 288	\$ 38	\$ 38	\$ -	\$ 903
Office Supplies	\$ -	\$ 0	\$ 3	\$ -	\$ 0	\$ 0	\$ 0	\$ 3	\$ 0	\$ 3	\$ 0	\$ 0	\$ 8
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 18,534	\$ 5,895	\$ 6,532	\$ 4,808	\$ 5,229	\$ 4,839	\$ 7,524	\$ 5,631	\$ 8,296	\$ 16,672	\$ 10,567	\$ 7,015	\$ 101,538
<u>Operations & Maintenance</u>													
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 575	\$ (43)	\$ 531
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,184	\$ 5,184
Playground Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,162	\$ 2,014	\$ 1,979	\$ 1,979	\$ 1,979	\$ 2,088	\$ 1,870	\$ 18,072
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,162	\$ 2,014	\$ 1,979	\$ 1,979	\$ 1,979	\$ 2,663	\$ 7,011	\$ 23,787
Total Expenditures	\$ 18,534	\$ 5,895	\$ 6,532	\$ 4,808	\$ 5,229	\$ 11,001	\$ 9,538	\$ 7,610	\$ 10,275	\$ 18,651	\$ 13,229	\$ 14,026	\$ 125,326
Excess (Deficiency) of Revenues over Expenditures	\$ (11,725)	\$ (1,770)	\$ 923	\$ 1,737	\$ (314)	\$ 1,329	\$ (908)	\$ 1,187	\$ 1,702	\$ (3,876)	\$ 4,284	\$ 8,660	\$ 1,228

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	\$624,845	
Reserve Fund Balance	\$624,845	
Bonds Outstanding - 05/20/2024		\$8,900,000
Special Call Expense - 08/01/25		(\$50,000)
Current Bonds Outstanding		\$8,850,000

Series 2025, Special Assessment Revenue Bonds		
Interest Rate:	4.125%, 5.650%, 5.875%	
Maturity Date:	5/1/2056	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$698,068	
Reserve Fund Balance	\$698,068	
Bonds Outstanding - 09/11/2025		\$9,900,000
Current Bonds Outstanding		\$9,900,000