

*Willowbrook
Community Development District*

Meeting Agenda

January 27, 2026

AGENDA

Willowbrook

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

January 27, 2026

Board of Supervisors Meeting Willowbrook Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Willowbrook Community Development District** will be held on **Tuesday, January 27, 2026 at 9:30 AM** at the **Lake Alfred Public Library, 245 N Seminole Ave, Lake Alfred, FL 33850.**

Zoom Video Join Link: <https://us06web.zoom.us/j/82351027620>

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

Meeting ID: 823 5102 7620

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 December 16, 2025 Board of Supervisors Meeting
4. Public Hearing
 - A. Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District
 - i. Consideration of Resolution 2026-05 Adopting Amended and Restated Rules of Procedure for the District
5. Consideration of Resolution 2026-06 Adopting Amended Lakes & Pond Policies
6. Consideration of 2026 Contract Agreement with Polk County Property Appraiser
7. Ratification of Acquisition Package for Willowbrook North Amenity Center & Phase 2 Construction—**ADDED**
8. Ratification of Series 2025 Assessment Area Two Project Requisition #23—**ADDED**
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
10. Other Business
11. Supervisors Requests and Audience Comments
12. 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 on **Thursday, December 16, 2025**, at 9:32 a.m. at the Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida.

Present and constituting a quorum:

McKinzie Terrill	Chairman
Steve Rosser	Vice Chairman
Hyzens Marc	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Grace Rinaldi	District Counsel, Kilinski Van Wyk
Joel Blanco	Field Manager, GMS
Steve Sloan <i>via Zoom</i>	District Engineer, Sloan Engineering

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

Ms. Burns opened the public comment period.

THIRD ORDER OF BUSINESS

Approval of Minutes of the November 13, 2025, Board of Supervisors Meeting

Ms. Burns presented the minutes from the November 13, 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. Rosser, seconded by Mr. Marc, with all in favor, the Minutes of the November 13, 2025, Board of Supervisors Meeting, were approved.
--

FOURTH ORDER OF BUSINESS

Consideration of 2026 Data Sharing and Usage Agreement with Polk County Property Appraiser

Ms. Burns stated that this was an annual agreement they entered into. She added that it was primarily administrative for their office and would not disclose exempt parcels.

On MOTION by Mr. Terrill, seconded by Mr. Rosser, with all in favor, the 2026 Data Sharing and Usage Agreement with Polk County Property Appraiser, was approved.

FIFTH ORDER OF BUSINESS

Ratification of Special Warranty Deed for Tract F-2

Ms. Burns stated that a special warranty deed for Tract F-2 was ratified. She noted that it had already been executed.

On MOTION by Mr. Terrill, seconded by Mr. Rosser, with all in favor, the Special Warranty Deed for Tract F-2, was ratified.

SIXTH ORDER OF BUSINESS

Ratification of Consent to Conveyance of Tract F-1 to the HOA

Ms. Burns stated that this was the second amenity parcel that would be owned and maintained by the HOA.

On MOTION by Mr. Terrill, seconded by Mr. Rosser, with all in favor, the to Conveyance of Tract F-1 to the HOA, was ratified.

SEVENTH ORDER OF BUSINESS

Ratification of Certification of Financial Capability for Perpetual Operations and Maintenance Ethics

Ms. Burns reviewed the Certification of Financial Capability for Perpetual Operations and Maintenance (Ethics) for Willowbrook North and South. Ms. Burns explained that the certification is a required standard form for the operations and maintenance entity, the CDD, and that it had been executed outside the meeting as required.

On MOTION by Mr. Rosser, seconded by Mr. Marc, with all in favor, the Ratification of Certification of Financial Capability for Perpetual Operations and Maintenance Ethics was approved.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Rinaldi gave an update that the use agreement with the city for maintaining the landscaping to be installed on Willowbrook North Tract J had been sent to the city for review. She stated that once the city's feedback was received, it would be circulated to the Chair for execution and then placed on the next Board agenda for ratification. She also gave a final reminder that ethics training was due by December 31st. One Board member confirmed completion of the training, and Ms. Rinaldi offered to resend the training links to those who still needed them.

B. Engineer

Mr. Sloan stated that he didn't have anything specific to report but was happy to answer any questions.

C. Field Manager's Report**i. Consideration of Proposal to Install "Beware of Alligator" Signs**

Mr. Blanco stated that during the transition to the Field Manager's report, a Supervisor asked whether all project permits had been transferred from the developer to the appropriate entities. Mr. Blanco responded that the question likely pertained to Water Management District permits and stated they believed the transfers had been completed. Mr. Blanco agreed to confirm and follow up with the Board by email.

Mr. Blanco reported that inspections had been conducted throughout the District. The new landscaping vendor had begun servicing both the North and South areas, and additional detailing of landscaping beds, particularly at the entrances, had been completed to address prior weed issues. Pond conditions had improved, with reduced vegetation and consistent service. It was also noted that fencing and a gate had been installed at the amenity's main entrance.

Two action items were presented for Board consideration. The first was the installation of "Beware of Alligator" signs at 14 high-traffic ponds, primarily those adjacent to sidewalks and pedestrian areas. The second was a proposal to transition aquatic maintenance for 18 wet ponds from the developer to the CDD. The Board reviewed the aquatic maintenance proposal in relation to the budget and noted that the cost exceeded the budgeted line item and would impact contingency and general repairs and maintenance funds. Mr. Blanco explained that the proposal was consistent with the current scope of services and emphasized the vendor's quality, noting significant improvements in pond

conditions compared to prior service providers. One pond was identified as more challenging due to algae and duckweed, but staff stated the vendor was actively addressing it. The Board discussed the placement and number of alligator warning signs, including whether adjustments should be made based on pond length, proximity to sidewalks, and potential future use of adjacent open space. Mr. Blanco explained that the proposed locations were based on pedestrian traffic rather than the total number of ponds, and the Board agreed to relocate certain signs rather than add additional ones. The Board approved the installation of the alligator warning signs as adjusted and separately approved the aquatic maintenance proposal.

On MOTION by Mr. Terrill, seconded by Mr. Rosser, with all in favor, the Proposal to Install “Beware of Alligator” Signs, was approved.

ii. Consideration of Proposal from Aquatic Weed Management for Pond Maintenance Services *(to be provided under separate cover)*

Mr. Blanco stated that District-wide reviews were completed, and the new landscaping vendor had already begun servicing both the north and south sides of the community. Additional detailing of landscaping beds was requested throughout the district, especially at entrances that had previously shown weed issues. Pond conditions had improved, with less vegetation observed and consistent servicing underway. At the amenity center, the fencing and main entrance gate had been installed. Two action items were brought forward for Board consideration: installing “Beware of Alligator” signs at 14 high-traffic ponds adjacent to sidewalks and transferring aquatic maintenance services for 18 wet ponds from the developer to the CDD. A question was raised about whether Water Management District permits had been transferred out of the developer’s name. Staff believed the transfers had been completed and agreed to confirm and follow up with the board by email. No further questions were asked.

On MOTION by Mr. Terrill, seconded by Mr. Rosser, with all in favor, the Proposal from Aquatic Weed Management for Pond Maintenance Services, was approved.

D. District Manager’s Report

i. Presentation of Funding Requests #27 through #28

Ms. Burns reviewed Funding Request #27 through #28. She noted that they were from the prior fiscal year. She added that she could answer any questions.

On MOTION by Mr. Rosser, seconded by Mr. Marc, with all in favor, Funding Requests #27 through #28, were ratified.

iii. Balance Sheet & Income Statement

Ms. Burns stated that the financial statements were included in the agenda package for review, with no action required by the Board. She noted that she could answer any questions.

A question was raised about why undeveloped lots in the North and South had different O&M amounts. Ms. Burns explained that the difference was due to builder contracts that established different O&M funding levels for each section, not due to development status. They also noted that some undeveloped lots were billed directly rather than placed on the tax roll, and that deficit funding applied when builder caps limited the amount assessed, with the developer covering shortfalls as required. Ms. Burns confirmed that assessments were based on the status of the lots at the time the budget was adopted.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND 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*, as amended (the “**Act**”), and being situated in the City of Winter Haven, Polk County, Florida; and

WHEREAS, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure shall remain in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with the Act.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of January 2026.

ATTEST:

**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A

Amended and Restated Rules of Procedure

**RULES OF PROCEDURE
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF JANUARY 27, 2026

TABLE OF CONTENTS

<u>Rule 1.0</u>	<u>General</u>	2
<u>Rule 1.1</u>	<u>Board of Supervisors; Officers and Voting</u>	3
<u>Rule 1.2</u>	<u>District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination</u>	7
<u>Rule 1.3</u>	<u>Public Meetings, Hearings, and Workshops</u>	10
<u>Rule 1.4</u>	<u>Internal Controls to Prevent Fraud, Waste and Abuse</u>	15
<u>Rule 2.0</u>	<u>Rulemaking Proceedings</u>	16
<u>Rule 3.0</u>	<u>Competitive Purchase</u>	22
<u>Rule 3.1</u>	<u>Procedure Under the Consultants' Competitive Negotiations Act</u>	27
<u>Rule 3.2</u>	<u>Procedure Regarding Auditor Selection</u>	31
<u>Rule 3.3</u>	<u>Purchase of Insurance</u>	35
<u>Rule 3.4</u>	<u>Pre-qualification</u>	37
<u>Rule 3.5</u>	<u>Construction Contracts, Not Design-Build</u>	43
<u>Rule 3.6</u>	<u>Construction Contracts, Design-Build</u>	47
<u>Rule 3.7</u>	<u>Payment and Performance Bonds</u>	52
<u>Rule 3.8</u>	<u>Goods, Supplies, and Materials</u>	53
<u>Rule 3.9</u>	<u>Maintenance Services</u>	57
<u>Rule 3.10</u>	<u>Contractual Services</u>	60
<u>Rule 3.11</u>	<u>Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9</u>	61
<u>Rule 4.0</u>	<u>Effective Date</u>	64

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 their 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 three (3) business days before the meeting/hearing/workshop by contacting the District Manager at (407) 841-5524. 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 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 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, 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, 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 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 Section 120.541(2), *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, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to 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 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 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 protects the public interest and complies with applicable law and 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) Variations 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. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations 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 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, 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 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 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, 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 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, 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, 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, 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, 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 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, 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, 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, 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, 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 Responsible and Responsive 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, 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, 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, , 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, hand delivery, or email with delivery confirmation 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 terms that 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 January 27, 2026, 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 V

RESOLUTION 2026-06

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 Amendment attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. Portions of the *Amenity Policies and Rates* which are not addressed in this Resolution remain in full force and effect. 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 27th day of January 2026.

ATTEST:

WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

Exhibit A: Amendment to *Amenity Policies and Rates*

EXHIBIT A

Amendment to Amenity Policies and Rates

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.
- (3) Boating (motorized and non-motorized), paddleboarding, and other recreational water activities are prohibited in District Lakes. [Boats, paddleboards, and other recreational vessels or devices may not be launched from District property.](#)
- (4) Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- (5) Pets are not allowed in the District Lakes.
- (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.
- (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.
- (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.
- (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.
- (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.
- (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).

- (12)** Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SECTION VI

CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, January 14, 2026 by and between the Willowbrook Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2026 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Willowbrook Community Development District.
3. The term of this Agreement shall commence on January 1, 2026 or the date signed below, whichever is later, and shall run until December 31, 2026, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2026 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 10, 2026**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Tuesday, September 15, 2026**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2026 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2026 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Tuesday, September 15, 2026** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Special District Representative

Print name

Title

Date

Neil Combee
Polk County Property Appraiser
By:



Neil Combee, Property Appraiser

SECTION VII

**WILLOWBROOK
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT AREA TWO PROJECT**

Improvements – Pavers and Fencing

**Work Product – Willowbrook North Amenity Center and Phase 2
Construction**

Series 2025 Bonds

AFFIDAVIT REGARDING COSTS PAID
[WORK PRODUCT - WILLOWBROOK NORTH AMENITY CENTER AND PHASE 2
CONSTRUCTION; IMPROVEMENTS – PAVERS AND FENCING]

STATE OF FLORIDA
COUNTY OF ORANGE

I, Allan Keen, of KRPC Willowbrook, LLC (“**Developer**”), being first duly sworn, do hereby state for my affidavit as follows:

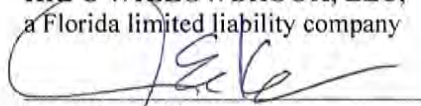
1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Allan Keen, and I am an Authorized Signatory and Representative of the Developer. I have authority to make this affidavit on behalf of the Developer.
3. The Developer is the developer of certain lands within Willowbrook Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. 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, “**Engineer’s Report**”), describes certain improvements and work product related to improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. The Developer has expended funds to complete certain improvements and develop work product described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the improvements work product completed to date and states the amounts that Developer has spent on the improvements and work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 25th day of November 2025.

KRPC WILLOWBROOK, LLC,
a Florida limited liability company



By: Allan E. Keen
Its: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 25th day of November 2025, by Allan Keen, as Manager of KRPC Willowbrook, LLC, and who is personally known to me or produced _____ as identification.

(NOTARY SEAL)



Notary Public Signature

MARCIA ANN BEXLEY
(Name typed, printed or stamped)

Notary Public, State of FLORIDA

Commission No. HH 397859

My Commission Expires: Aug. 15, 2027



EXHIBIT A
Improvements: Fencing and Pavers
Work Product: Willowbrook North Amenity Center and Phase 2 Construction

Fencing and Paver Improvements. Fencing for the dog park and the tot lot, and paver improvements for the shade structure, all located on Tract F of the plat titled Willowbrook South, recorded at Book 211, Pg. 6 et seq., of the Official Records of Polk County, Florida.

Willowbrook North Amenity Center Work Product: Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

Willowbrook North and South, Phase 2 Work Product: Site Planning, Engineering, and Permitting. All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North and South, Phase 2 Improvements.

All as further identified in the invoices below:

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
Furr, Wegman & Banks Architects, P.A.			
	2418.02	1/31/2025	\$9,130
	2418.03	4/29/2025	\$825
	2418.04	7/16/2025	\$550
	2418.05	8/22/2025	\$550
	2418.06	9/15/2025	\$550
	2418.01	12/10/2024	\$4,235
Subtotal:			\$15,840
G.B. Collins Engineering, P.A.			
	15818	01/31/2025	\$6,500
Subtotal:			\$6,500
Daly Design Group			
	42817	02/03/2025	\$975
	43134	05/01/2025	\$1,850
	42581	11/01/2024	\$850
	42622	12/04/2024	\$850
Subtotal:			\$4,525

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
TECO			
	20250526	3/17/2025	\$177,341.64
	20241947	11/26/2024	\$180,849.94
	20241985	12/9/2024	\$190,812.20
		<i>Subtotal:</i>	\$549,003.78
Sloan Engineering			
	12327	1/10/2025	\$427.50
	12326	1/10/2025	\$1,273.42
	12378	2/14/2025	\$1,880.26
	12379	2/15/2025	\$1,679.01
	12456	3/14/2024	\$1,250.75
	12455	3/15/2024	\$1,497
	12378	2/14/2025	\$1,880.26
	12521	4/11/2025	\$897.48
	12522	4/11/2025	\$2,164.94
	12577	5/16/2025	\$1,451.88
	12576	5/17/2025	\$1,521.88
	11832	4/26/2024	\$1,062.50
	11855	5/3/2024	\$503.75
	11856	5/4/2024	\$1,098.75
	12635	6/13/2025	\$2,163.19
	12636	6/13/2025	\$2,054.44
	12690	7/11/2025	\$5,364.90
	12689	7/12/2025	\$1,387.05
	12753	8/15/2025	\$2,819.16
	12754	8/15/2025	\$1,765.97
	12806	9/12/2025	\$517.50
	12805	9/12/2025	\$1,598.36
	11999	7/12/2024	\$422.22
	12000	7/12/2024	\$1,612.22
	12175	10/18/2024	\$552.50
	12174	10/18/2024	\$1,597.50
	12187	10/25/2024	\$1,435.50
	12215	11/8/2024	\$1,300
	12214	11/8/2024	\$1,500
	11496		\$1,030.14
	12228	11/12/2024	\$2,280.06
	12229	11/12/2024	\$1,055.06
	12271	12/6/2024	\$1,584
	12281	12/13/2024	\$896.31
	12280	12/13/2024	\$1,205.06
	12272	12/6/2024	\$1,384
		<i>Subtotal:</i>	\$52,234.26

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
<i>Mike Fence Inc.</i>			
	41625	04/16/2025	\$5,300
	41626	04/16/2025	\$11,800
<i>Subtotal:</i>			<i>\$17,100</i>
<i>Paverscape, Inc.</i>			
	Willowbrook-1	08/21/2025	\$7,955
<i>Subtotal:</i>			<i>\$7,955</i>
<i>TOTAL:</i>			<i>\$653,158.04</i>

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

[WILLOWBROOK NORTH AMENITY CENTER]

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 21st day of November 2025, by **FURR, WEGMAN & BANKS ARCHITECTS, P.A.**, a Florida corporation, with a mailing address of 625 East Orange Street, Lakeland, Florida 33801 (the “Professional”), in favor of the **WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT** (the “District”), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has provided professional services (the “Work Product”) for KRPC Willowbrook, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract with Henkelman Construction, Inc. for construction of the improvements set forth in said Work Product and therefore requires the right to use and rely on said Work Product for the construction of the improvements set forth in said Work Product for the Willowbrook North Amenity Center.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** to the extent caused by the negligence or intentional misconduct of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

[Continued on following page]

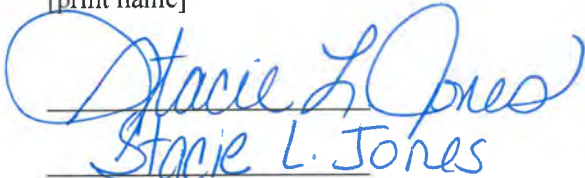
SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST



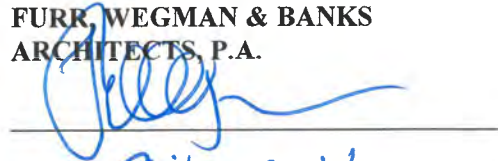
ALLISON KORCAK

[print name]



[print name]

**FURR, WEGMAN & BANKS
ARCHITECTS, P.A.**



By: Philip D. Wegman
Its: Vice President

EXHIBIT A
CONTRACT(S) FOR PROFESSIONAL SERVICES



March 08, 2024

McKinzie Terrill
The Keewin Real Property Company
121 Garland Avenue
Winter Park, FL 32789

Re: Willowbrook North Amenity Center, Winter Haven, FL.

Dear McKinzie,

This letter is to outline our firm's proposal to provide professional services (Structural, Architectural, Mechanical, Electrical and Plumbing) for the above-referenced project. Based on a phone conversation on 02/07/2024, this amenity center is similar to Cypress Park Estates Amenity Center that was previously designed by our firm. We will coordinate with the separately contracted Civil Engineer and Pool Designer, as noted below. Our firm would provide professional services as broken down below:

SCOPE OF SERVICES:

A. **Design Development Phase:** Finalize building requirements, in which a design would be developed for review to include the following:

1. Coordinate Amenity Center with your site plan.
2. Floor Plan of Amenity Center (1,315 SF).
3. Exterior Elevations.
4. Building Section.

We estimate the above phase to take three (3) weeks after your written notice to proceed.

B. **Construction Document Phase:** Based on incorporating review changes and approval of Design Development Documents and payment for services completed, Construction Documents for bidding and permitting would be developed. Architectural Construction Documents include:

1. Building Floor Plan – dimensions and finishes.
2. Exterior Elevations.
3. Roof Plan.
4. Foundation and Roof Framing Plan.
5. Building Cross Section(s).
6. Wall Section(s) and Details.
7. Window/Door Schedules.
8. Interior Finish Schedules (included are finish and color selections by our Interior Designer).
9. Reflected Ceiling Plan.
10. Life Safety Plan.
11. Coordination with Civil and Pool Design Documents.

12. Electrical Power and Data Floor Plan.
13. Plumbing drawings including domestic water, sanitary plans (to 5' outside Amenity Building for connection to site utilities; meter size and backflow preventer by Civil) and riser diagram. Will coordinate with Civil and Pool Designer.
14. Mechanical Floor Plan.
15. Equipment Electrical circuits to be incorporated into the electrical panel within the Construction Documents.

Not included: Any additional Electrical Engineering required by the Electric Company, pool design, landscaping, irrigation, outdoor lighting & Civil Engineering, and storm water design (by others).

We estimate the above phase to take four (4) weeks after our receipt of your comments on our Design Development submission.

C. Bid/Permitting Phase:

1. Owner has confirmed the procurement method used will be to bid the project. We will send an Invitation to Bid to the list of Contractors provided by you to our firm.
2. Assist in bid validation and determination of the successful bid.
3. We will respond to Contractor's Request for Information (RFI's).
4. Consider requests for substitutions and prepare/distribute addenda identifying approved substitutions to all prospective bidders.
5. Attend a pre-bid conference, as necessary, for prospective bidders and provide clarifications and interpretations of the Bidding Documents to all in the form of an addendum.
6. Participate and organize/conduct the opening of bids. Subsequently document and distribute the bidding results, as directed.
7. Signed & sealed drawings will be provided to the AHJ for permitting of the project.

We estimate the above phase to take four-six (4-6) weeks.

D. Construction Administration Phase:

1. Assist General Contractor in conducting a pre-construction conference.
2. Review shop drawings & project material samples submitted by the Contractor as required by the Construction Documents.
3. Assist in Exterior Material Selections at time of shop drawings.
4. Attend monthly construction field meetings on site and inspect the project for general compliance with the Construction Documents.
5. Provide written responses or clarifications to questions from the Contractor.
6. Review Contractor's Applications for Payment.
7. Perform a Substantial Completion Inspection and provide a Punch List for items to be completed by the Contractor.

We estimate the above phase to take six (6) months (to be confirmed by the selected Contractor).

ARCHITECTURAL FIXED FEE: Our fee to perform the above services is as follows:

A. Design Development Phase	\$4,235
B. Construction Document Phase	\$9,130

C. Bid/Permitting Phase:	\$825
D. Construction Administration Phase:	\$3,300
Total Fixed Fee:	\$17,490

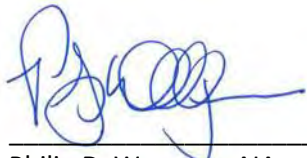
Printing would be a reimbursable expense estimated at \$400.00.

We request geotechnical engineering to be provided by the Owner. This proposal assumes normal soil bearing pressure of 2,000 psi.

Additional services as requested by the Owner and printing expenses (along with other reimbursable expenses), will be billed per the attached Schedule of Hourly Rates & Reimbursable Expenses. We will need the contact information for your office (Project Manager), Civil Engineer & Pool Designer. We request the ability to invoice on a monthly basis for work completed. Construction Administration Phase Fees will be invoiced in equal monthly amounts based upon the Contractor's time schedule for the project.

Thank you for considering Furr, Wegman & Banks Architects, P.A. Once approved, please sign below, and return a copy for our records. If you have any questions, please contact our office. We look forward to continuing our positive collaboration with your firm on this project.

Very truly yours,



Philip D. Wegman, AIA
Principal
Furr, Wegman & Banks Architects, P.A.

Approved and Accepted By:
The Keewin Real Property Company

McKinzie D. Terrill for KRPC Willowbrook, LLC
Name

Manager

Title



Signature and Date



SCHEDULE OF HOURLY RATES & REIMBURSABLE EXPENSES

FURR, WEGMAN & BANKS ARCHITECTS, P. A.
625 East Orange Street
Lakeland, FL 33801

<u>CATEGORY</u>	<u>RATE</u>
Principal Architect	\$270.00
Senior Project Architect	\$180.00
Interior Designer	\$170.00
Project Manager/Architectural Designer	\$135.00
Senior CADD Draftsman	\$105.00
Technical Support/CADD Draftsman	\$100.00
Administrative/Clerical	\$ 80.00

Note: The above fee schedule may be adjusted by mutual written agreement of the parties.

REIMBURSABLE EXPENSES:

Prints (24" x 36") B&W	Actual Expense
B&W Copy/Print (8 ½ x 11)	\$ 0.20 per sheet
Color Copy/Print (8 ½ x 11)	\$ 1.00 per sheet
Shipping/Courier Service	Actual Expense
Mileage (outside of Pasco, Hernando, Hillsborough, & Polk Counties)	\$0.67 per mile
Color Renderings (printed in-house)	
8 ½" x 11"	\$ 5.00 each
11" x 17"	\$ 10.00 each
12" x 18"	\$ 12.00 each
Thumb Drive (8 GB)	\$ 10.00 each

**EXHIBIT B
DESCRIPTION OF WORK PRODUCT**

Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

All as further identified in the invoices below:

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
Furr, Wegman & Banks Architects, P.A.			
	2418.02	1/31/2025	\$9,130
	2418.03	4/29/2025	\$825
	2418.04	7/16/2025	\$550
	2418.05	8/22/2025	\$550
	2418.06	9/15/2025	\$550
	2418.01	12/10/2024	\$4,235
Total:			\$15,840

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

[WILLOWBROOK NORTH AMENITY CENTER - POOL]

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of November 2025, by **G.B. COLLINS ENGINEERING, P.A.**, a Florida corporation, with a mailing address of 32707 US Highway 19 N., Palm Harbor, Florida 34684 (the “Professional”), in favor of the **WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT** (the “District”), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has provided professional construction administration services (the “Work Product”) for KRPC Willowbrook, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has assumed or entered into a construction contract with Henkelman Construction, Inc. for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

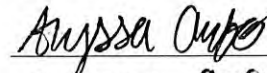
SECTION 4. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

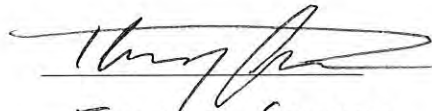
[Continued on following page]

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST




ALYSSA ORFEO
[print name]



THOMAS SKINNER
[print name]

G.B. COLLINS ENGINEERING, P.A.



By: SAMUEL A. LIBERATORE
Its: PRESIDENT

EXHIBIT A
CONTRACT(S) FOR PROFESSIONAL SERVICES

G.B. COLLINS ENGINEERING P.A.
AQUATIC ENGINEERING CONSULTANTS

March 14th, 2024

McKinzie D. Terrill
The Keewin Real Property Company
121 Garfield Avenue
Winter Park, Florida 32789

Page | 1

Re: **Willowbrook Amenity – Zero Entry Swimming Pool
Proposal for Engineering Services**

Dear Mr. Terrill,

Thank you for your request for a proposal for the Willowbrook Amenity pool project.

I have a fee schedule and scope of services enclosed with this cover letter for your review. The fee schedule includes the cost and services to prepare the construction documents for permitting and provide optional construction services during the build. This proposal and fee schedule is valid for 30 days.

G.B. Collins is fully licensed and has a two-million-dollar professional liability insurance policy.

We will proceed with this project upon receipt of the signed fee schedule sheet, agreeing to the scope of services. The project must begin within 6 months of the date of the proposal or be subject to market adjustments. If you have any questions, please feel free to contact us.

Sincerely,

Zachary J. Orfeo

Zachary J. Orfeo
Project Manager

Enc.

Willowbrook Amenity Zero Entry Swimming Pool
FEE SCHEDULE
SCOPE OF SERVICES
March 14, 2024

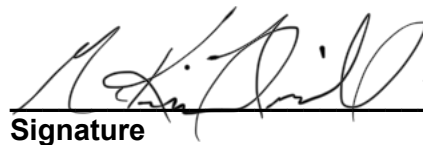
I. **Swimming Pool Design**

A. Schematic Design Phase	\$ 1,500
B. Design Development Phase (DD Plans).....	\$ 2,500
C. Construction Documents (CD Plans)	\$ 2,500

Swimming Pool Total **\$ 6,500**

II. **Construction Services** **\$ 1,000**

TOTAL PROPOSED ENGINEERING FEE **\$ 7,500**

 for KRPC Willowbrook, LLC
Signature

03/14/24
Date

McKinzie D. Terrill for KRPC Willowbrook, LLC
Print Name

Willowbrook Amenity Zero Entry Swimming Pool

FEE SCHEDULE
SCOPE OF SERVICES
March 14, 2024

I. Swimming Pool Design

A. Schematic Design Phase \$ 1,500

- Develop a pool layout that will be code compliant with coordination from architect. Providing (1) one schematic drawing defining code requirements. Additional schematic drawing will be charged at \$500 per plan.
- Volume calculations, flow rate design, and collector tank.
- The design development plans will incorporate the layout of one (1) Scum Gutter pool (approximately 3,000 sf). The custom pool will range in depth from 3'-0" to 5'-0" and will include a zero entry.
- All necessary CAD drawings are to be provided by the client for schematic drawing to be generated (all base maps, building layouts, bathroom plans, and location maps).
- All necessary site information needs to be provided (site address, owner's name, address, phone number).

B. Design Development Phase (DD) \$ 2,500

Design Development Documents will be based on finalized schematic drawings that have been approved by the client. Prepared construction documents to be submitted to the building department and will include:

- Cover Sheet
- Pool Information Sheet including Notes and Specifications
- Site Plan (site plan will detail the Pool Area)
- Pool Plumbing Plan
- Pool Layout Plan
- Feature Plan with details
- Pool Profiles
- Pool Details
- Pool Filter and Equipment Details
- Pool Bonding Plan

Willowbrook Amenity Zero Entry Swimming Pool

FEE SCHEDULE
SCOPE OF SERVICES
March 14, 2024

C. Construction Documents (CD) \$ 2,500

Construction Documents will be based on finalized DD drawings that have been approved by the client. Prepared construction documents to be submitted to the building department and will include:

- Cover Sheet
 - Notes and Specifications
 - Site Plan (site plan will detail the Pool Area)
 - Pool Plumbing Plan
 - Pool Layout Plan
 - Feature Plan with details
 - Pool Profiles
 - Pool Details
 - Pool Filter and Equipment Details.
 - Pool Bonding Plan
 - Complete DOH 4159 forms for application submittal.
 - Provide esealed plans of fullset and individual sheets and base CAD file.
- ❖ Paper copies of final plans are NOT included and will be an additional \$50/set. Please refer to your specific County to determine if hard copies are required.
- ❖ Site electrical and deck design are not included with this fee and any application fee is also NOT included.

Willowbrook Amenity Zero Entry Swimming Pool
FEE SCHEDULE
SCOPE OF SERVICES
March 14, 2024

I. Additional Services TBD

Additional Services Items not included (but not limited to) are:

- Site Inspections or Site Meetings \$ TBD
- Shop Drawing Review \$ 1,000/ per submittal
- Equipment Room Design \$ 1,500
- Slides \$ 5,000
- Spas \$ TBD
- Fountain/ Water Feature Design \$ 2,500
- Interactive Water Features (IWF's) \$ 4,000
- Wade Pools \$ 4,000
- Deck design \$ 4,000
- Lighting Certification \$ 2,500
- Piling Design \$ 5,000
- Variance applications \$ 2,500
- Safety Plans TBD
- Site grading and drainage TBD
- Survey TBD
- Borings TBD
- Site permitting TBD
- Geotechnical Engineering TBD
- Fencing TBD
- Utility Design TBD
(ex. Storm sewer, sanitary sewer, water, tele-communications)
- Structural Design TBD
- Architectural Services TBD
- Equipment Modifications TBD
- Electrical Engineering TBD

ATTACHMENT - TERMS & CONDITIONS

The terms and conditions contained herein are attached and incorporated into the agreement for Professional Services "Agreement" between the Client and GB Collins Engineering.

1. Payment Provisions: Payment of GB Collins invoices is due within thirty (30) days of receipt invoice. Balances unpaid after sixty (60) days shall be charged interest at the rate of 1.5% per month until paid in full. If client objects to any portion of an invoice, client shall notify GB Collins Engineering in writing by certified U.S. Mail, return receipt requested, within 15 calendar days of the invoice date, or any objection shall be deemed waived, and the invoice shall be paid in full.

2. Changed Conditions: GB Collins Engineering reserves the right to renegotiate the fee if the work exceeds the scope of services defined in the agreement.

3. Client's Responsibilities:

(a) Client agrees to provide GB Collins Engineering with all the information, survey's, reports, and professional recommendations and any other related items requested by GB Collins Engineering in order to provide its professional services. GB Collins Engineering may rely on the accuracy and completeness of these items. Client shall furnish the services of the following consultants: Civil Engineering, Geotechnical Engineers, Surveyors, Structural Engineers (as necessary), Architectural and Environmental Engineering. Client agrees to advise GB Collins Engineering of any known or suspected contaminants at the Project (as such termed in the agreement) Client shall be solely responsible for all surface and subsurface soil conditions. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the project. Client agrees to provide the items described in the paragraph and to render decisions in a timely manner so as not to delay the orderly and sequential progress of GB Collins Engineering Services.

(b) Hourly Rates for additional services:

Professional Engineer	=\$300.00/hr
Project Manager	=\$200.00/hr
Designer/Drafter	=\$150.00/hr
Construction Inspector	=\$100.00/hr
Clerical/Office	=\$ 75.00/hr

(c) Reimbursable Expenses including; Postage, Federal Express, Printing Supplies, Mileage Reimbursement (\$0.63/mile), Travel (Hotel, Air Fare, Meals), Printing (\$50/set-24"x36"), Color Copies (\$1.50/sheet-8.5"x11"). Please estimate \$300 for reimbursables.

4. Use and Ownership of GB Collins Engineering's Documents: Upon the parties signing this agreement, GB Collins grants Client a nonexclusive license to use the drawings, specifications, renderings, conceptual plans, blueprints and other documents prepared by GB Collins Engineering for Client "Documents", provided that client performs in accordance with the terms of this Agreement. No other license is implied or granted under this agreement. All instruments of Professional Service prepared by GB Collins Engineering, including the documents, are of the property of, and shall remain the exclusive property of GB Collins Engineering. Originals shall remain with GB Collins Engineering with client retaining a duplicate set. Client has the right to

reproduce drawings or reasonable facsimiles, artist renditions or the like of said documents for marketing purposes. These documents shall not be reused on other projects by Client or sold or assigned to third parties without GB Collins Engineering's prior written permission, which may be withheld in its sole discretion. GB Collins Engineering retains all rights, including copy rights, in such documents, drawings, and concepts.

5. Site Observation: The client recognizes that site observation/review is a vital element of GB Collins Engineering's service and includes design and drawing modifications based on changing site conditions during construction. Should the Client, for any reason, including non-payment, not retain GB Collins Engineering to review the site, or should the client restrict GB Collins Engineering from viewing the site during construction, the Client waives any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans, or specifications developed by GB Collins Engineering. The Client also agrees to compensate GB Collins Engineering for time and expenses in the defense of any such claim. The site visits performed by GB Collins Engineering in no way constitute a guarantee that construction deficiencies may not exist or occur. Additionally, any changes to the design that are deemed necessary by the engineer or building official are the owner's responsibility to compensate.

6. Termination: Either Client, or GB Collins Engineering may terminate this agreement upon seven (7) day's written notice to the other party. If terminated, Client agrees to pay GB Collins Engineering for all Basic and Additional Services rendered and Reimbursable and Direct Expenses (As such terms are defined in the fee schedule) incurred to the date of termination. Upon not less than seven (7) days' written notice, GB Collins Engineering may suspend the performance of its services if Client fails to pay GB Collins Engineering in full for services rendered or expenses incurred. GB Collins Engineering shall have no liability because of such suspension of services or termination due to Client's nonpayment.

7. Miscellaneous Provisions:

- (a) This agreement is governed by the Laws of the State of Florida without regard to the principles of laws. Any cause of action under this agreement shall be adjudicated in the appropriate court located in the County and State where the project is located.
- (b) This Agreement is the entire and integrated Agreement between Client and GB Collins Engineering and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both parties.
- (c) In the event that any term or provision of this Agreement is found to be enforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and any unenforceable or invalid term or provision shall be amended to the minimum extent required to make or provision enforceable and valid.
- (d) Neither Client nor GB Collins Engineering shall assign this agreement without prior written consent of the other.
- (e) Irrespective of any other term in this Agreement, GB Collins Engineering shall not control or be responsible for construction means, methods, techniques, schedules, sequences, or procedures for the Project; or for construction safety or any other related programs; or for any other parties' errors or omissions or for another parties' failure to complete their work or services in accordance with GB Collins Engineering's Documents.
- (f) Client agrees to indemnify, defend and hold GB Collins Engineering harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses including, but not limited to, reasonable attorney's fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or other legal entities on account to any legal damages or losses to property or persons including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that GB Collins Engineering shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by GB Collins Engineering's negligent or willful errors or omissions. The provisions of this paragraph shall survive the expiration/termination of this Agreement.

- (g) Should any legal proceedings be commenced between the parties to this Agreement seeking to enforce any of its provisions. Including but not limited to, fee provisions, the prevailing party in such proceedings shall be entitled, in addition to such other relief as may be granted, to all costs and attorneys' and expert witnesses' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "Prevailing Party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action of proceeding.
- (h) Client and GB Collins Engineering waive consequential damages for any claims, disputes, or other matters in question arising out of or relating to this agreement. GB Collins Engineering's waiver of consequential damages is contingent upon the Clients requiring contractor and its subcontractors to waive all consequential damages against GB Collins Engineering for claims or other matters in question arising out of or relating to this project.
- (i) To the extent damages are covered by property insurance during construction, Client and GB Collins Engineering waive all rights against each other and against the contractors, agents, and employees of the other for such damages. Client or GB Collins Engineering, as appropriate, shall require of the contractors, consultants, agents (and their employees) similar waivers in favor of the other parties described in this paragraph.
- (j) Client acknowledges and agrees that proper Project maintenance is required after the project is complete. A lack of, or improper maintenance in areas may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- (k) Nothing in this Agreement shall create a contractual relationship for any third party.
- (l) It is the express intention of the parties that GB Collins Engineering is an Independent Contractor and not an employee, agent, joint venture, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and GB Collins Engineering or any employee or agent of GB Collins Engineering. Both parties acknowledge that GB Collins Engineering is not an employee for state or federal tax purposes.

G.B. COLLINS ENGINEERING P.A.
AQUATIC ENGINEERING CONSULTANTS

(m) It is the intention of the parties hereto that no person or entity other than a party hereto shall be entitled to bring any action to enforce any provision of this Agreement against the other party hereto, and that the covenants, undertakings, and agreements set forth in this agreement shall, unless provided otherwise, be solely for the benefit of, and shall be enforceable only by the parties hereto and their respective successors and permitted assigns.

Page | 10

**EXHIBIT B
DESCRIPTION OF WORK PRODUCT**

Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center pool.

All as further identified in the invoices below:

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
G.B. Collins Engineering, P.A.			
	15818	01/31/2025	\$6,500
Total:			\$6,500

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

WILLOWBROOK NORTH AMENITY CENTER AND PHASE 2 CONSTRUCTION

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of November 2025, by **SLOAN ENGINEERING GROUP, INC.**, with a mailing address of P.O. Box 253, Bartow, Florida 33831 (the “Professional”), in favor of the **WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT** (the “District”), a local unit of special-purpose government situated in Polk County, Florida, with offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has provided professional services (the “Work Product”) for KRPC Willowbrook, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract with Jon M Hall Company, LLC for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

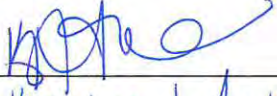
[Signature Page Follows]

ATTEST



ANDRES MEDINA

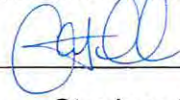
[print name]



Hendra J Andrews

[print name]

SLOAN ENGINEERING GROUP, INC.



By: **Stephen Sloan**

Its: **President**

EXHIBIT A
CONTRACT(S) FOR PROFESSIONAL SERVICES

May 1, 2024

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook North Amenity Area
SEG Project No. 2701-6**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: WILLOWBROOK NORTH AMENITY AREA

The scope of our services under this task shall be as follows:

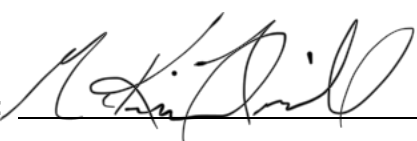
- Prepare plans for Amenity Area based on information provided by CLIENT.
- Prepare permit application packages for submission to:
 - City of Winter Haven – Civil Engineering Construction Plans
- Provide timely response to typical agency questions relating to the assumptions, completeness, and correctness of the submitted information.

Compensation: SEG will perform Task One for a lump sum fee of **Six Thousand Dollars (\$6,000.00)**. If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: 05/01/2024



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



May 1, 2024

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook South Amenity Area
SEG Project No. 2701-5**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: WILLOWBROOK SOUTH AMENITY AREA

The scope of our services under this task shall be as follows:

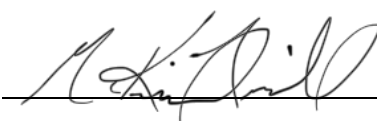
- Prepare plans for Amenity Area based on information provided by CLIENT.
- Prepare permit application packages for submission to:
 - City of Winter Haven – Civil Engineering Construction Plans
- Provide timely response to typical agency questions relating to the assumptions, completeness, and correctness of the submitted information.

Compensation: SEG will perform Task One for a lump sum fee of **Five Thousand Two Hundred Dollars (\$5,200.00)**. If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: 05/01/24



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



April 8, 2024

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook North Phase 1 Construction Management
SEG Project No. 2701-3**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: CONSTRUCTION MANAGEMENT

The scope of our services under this task shall be as follows:

- Respond to Requests for Information (RFI's) from site contractor.
- Coordinate with electric, cable, and phone providers if requested by CLIENT.
- Attend City required Pre-Construction meetings.
- Review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples.
- Attend routine site meetings w/ CLIENT, Contractor and governmental authorities as needed to certify constructed improvements.
- Review Contractor Pay Applications (if requested by CLIENT) and confirm that payments of contractor invoices are warranted.
- Coordinate as necessary with lender's engineer.
- Attend pressure test for potable water line.
- Attend pressure test for the sanitary sewer force main.
- Attend lift station start-up.
- Conduct observations w/ contractor to determine Substantial Completion and if necessary, prepare punch list of observed deficiencies.
- Conduct pre-final walkthrough with County and City.
- Prepare Record Drawings of project improvements based on as-built survey provided by contractor or as obtained via separate agreement.
- Upon Substantial completion, prepare, execute & promptly issue all certificates required by various governmental authorities & provide closure to required permits.



Compensation: SEG will perform Task One in accordance with the attached Hourly Rate Schedule at a cost Not-to-Exceed of **Thirty-Five Thousand Dollars (\$35,000.00) without additional approval by CLIENT.** If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: 04/23/2024



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



April 8, 2024

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook South Phase 1 Construction Management
SEG Project No. 2701-4**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: CONSTRUCTION MANAGEMENT

The scope of our services under this task shall be as follows:

- Respond to Requests for Information (RFI's) from site contractor.
- Coordinate with electric, cable, and phone providers if requested by CLIENT.
- Attend City required Pre-Construction meetings.
- Review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples.
- Attend routine site meetings w/ CLIENT, Contractor and governmental authorities as needed to certify constructed improvements.
- Review Contractor Pay Applications (if requested by CLIENT) and confirm that payments of contractor invoices are warranted.
- Coordinate as necessary with lender's engineer.
- Attend pressure test for potable water line.
- Attend pressure test for the sanitary sewer force main.
- Attend lift station start-up.
- Conduct observations w/ contractor to determine Substantial Completion and if necessary, prepare punch list of observed deficiencies.
- Conduct pre-final walkthrough with County and City.
- Prepare Record Drawings of project improvements based on as-built survey provided by contractor or as obtained via separate agreement.
- Upon Substantial completion, prepare, execute & promptly issue all certificates required by various governmental authorities & provide closure to required permits.




Compensation: SEG will perform Task One in accordance with the attached Hourly Rate Schedule at a cost Not -to-Exceed of **Thirty-Five Thousand Dollars (\$35,000.00) without additional approval by CLIENT.** If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: 04/23/2024



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



October 23, 2025

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook South Phase 2 Construction Management
SEG Project No. 2701-8**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: CONSTRUCTION MANAGEMENT

The scope of our services under this task shall be as follows:

- Respond to Requests for Information (RFI's) from site contractor.
- Coordinate with electric, cable, and phone providers if requested by CLIENT.
- Attend City required Pre-Construction meetings.
- Review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples.
- Attend routine site meetings w/ CLIENT, Contractor and governmental authorities as needed to certify constructed improvements.
- Review Contractor Pay Applications (if requested by CLIENT) and confirm that payments of contractor invoices are warranted.
- Coordinate as necessary with lender's engineer.
- Attend pressure test for potable water line.
- Attend pressure test for the sanitary sewer force main.
- Attend lift station start-up.
- Conduct observations w/ contractor to determine Substantial Completion and if necessary, prepare punch list of observed deficiencies.
- Conduct pre-final walkthrough with County and City.
- Prepare Record Drawings of project improvements based on as-built survey provided by contractor or as obtained via separate agreement.
- Upon Substantial completion, prepare, execute & promptly issue all certificates required by various governmental authorities & provide closure to required permits.

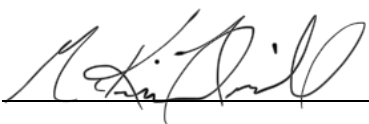


Compensation: SEG will perform Task One in accordance with the attached Hourly Rate Schedule at a cost Not -to-Exceed of **Thirty-Five Thousand Dollars (\$35,000.00) without additional approval by CLIENT.** If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: Oct. 23, 2025



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



October 23, 2025

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook North Phase 3/4 Construction Management
SEG Project No. 2701-7**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: CONSTRUCTION MANAGEMENT

The scope of our services under this task shall be as follows:

- Respond to Requests for Information (RFI's) from site contractor.
- Coordinate with electric, cable, and phone providers if requested by CLIENT.
- Attend City required Pre-Construction meetings.
- Review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples.
- Attend routine site meetings w/ CLIENT, Contactor and governmental authorities as needed to certify constructed improvements.
- Review Contractor Pay Applications (if requested by CLIENT) and confirm that payments of contractor invoices are warranted.
- Coordinate as necessary with lender's engineer.
- Attend pressure test for potable water line.
- Attend pressure test for the sanitary sewer force main.
- Attend lift station start-up.
- Conduct observations w/ contractor to determine Substantial Completion and if necessary, prepare punch list of observed deficiencies.
- Conduct pre-final walkthrough with County and City.
- Prepare Record Drawings of project improvements based on as-built survey provided by contractor or as obtained via separate agreement.
- Upon Substantial completion, prepare, execute & promptly issue all certificates required by various governmental authorities & provide closure to required permits.

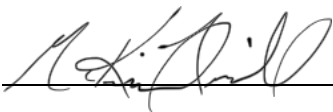


Compensation: SEG will perform Task One in accordance with the attached Hourly Rate Schedule at a cost Not-to-Exceed of **Thirty-Five Thousand Dollars (\$35,000.00) without additional approval by CLIENT.** If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: Oct. 23, 2025



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



**EXHIBIT B
DESCRIPTION OF WORK PRODUCT**

Willowbrook North Amenity Center Work Product: Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

Willowbrook North and South, Phase 2 Work Product: Site Planning, Engineering, and Permitting. All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North and South, Phase 2 Improvements.

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
<i>Sloan Engineering</i>			
	12327	1/10/2025	\$427.50
	12326	1/10/2025	\$1,273.42
	12378	2/14/2025	\$1,880.26
	12379	2/15/2025	\$1,679.01
	12456	3/14/2024	\$1,250.75
	12455	3/15/2024	\$1,497
	12378	2/14/2025	\$1,880.26
	12521	4/11/2025	\$897.48
	12522	4/11/2025	\$2,164.94
	12577	5/16/2025	\$1,451.88
	12576	5/17/2025	\$1,521.88
	11832	4/26/2024	\$1,062.50
	11855	5/3/2024	\$503.75
	11856	5/4/2024	\$1,098.75
	12635	6/13/2025	\$2,163.19
	12636	6/13/2025	\$2,054.44
	12690	7/11/2025	\$5,364.90
	12689	7/12/2025	\$1,387.05
	12753	8/15/2025	\$2,819.16
	12754	8/15/2025	\$1,765.97
	12806	9/12/2025	\$517.50
	12805	9/12/2025	\$1,598.36
	11999	7/12/2024	\$422.22

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
	12000	7/12/2024	\$1,612.22
	12175	10/18/2024	\$552.50
	12174	10/18/2024	\$1,597.50
	12187	10/25/2024	\$1,435.50
	12215	11/8/2024	\$1,300
	12214	11/8/2024	\$1,500
	11496		\$1,030.14
	12228	11/12/2024	\$2,280.06
	12229	11/12/2024	\$1,055.06
	12271	12/6/2024	\$1,584
	12281	12/13/2024	\$896.31
	12280	12/13/2024	\$1,205.06
	12272	12/6/2024	\$1,384
		Total:	\$52,234.26

DISTRICT ENGINEER'S CERTIFICATE

**WORK PRODUCT - WILLOWBROOK NORTH AMENITY CENTER AND PHASE 2
CONSTRUCTION; IMPROVEMENTS – PAVERS AND FENCING**

November ____, 2025

Board of Supervisors
Willowbrook Community Development District

Re: Willowbrook Community Development District (Polk County, Florida)
Acquisition of Work Product

Ladies and Gentlemen:


The undersigned, a representative of Sloan Engineering Group, Inc., ("**District Engineer**"), as District Engineer for Willowbrook Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from KRPC Willowbrook, LLC, ("**Developer**") of certain work product ("**Work Product**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, and other documents.
2. The Work Product is within the scope of 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 ("**Engineer's Report**"), specially benefits the property within the District as further described in the Engineer's Report.
3. There are no known defects in the Work Product.
4. The total costs associated with the Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product, and (ii) the reasonable fair market value of the Work Product.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

[CONTINUED ON NEXT PAGE]

FURTHER AFFIANT SAYETH NOT.

Sloan Engineering Group, Inc.




Stephen L. Sloan P.E.
Its: President
Florida Registration No. 58766
District Engineer

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of November 2025, by Stephen L. Sloan P.E., and President of Sloan Engineering Group, Inc., who is personally known to me or who has produced _____ as identification, and did or did not take the oath.





Notary Public, State of Florida
Print Name: Kendra Andrews
Commission No.: HH 690785
My Commission Expires: Aug 29 2029

BILL OF SALE
[WORK PRODUCT - WILLOWBROOK NORTH AMENITY CENTER AND PHASE 2
CONSTRUCTION; IMPROVEMENTS – PAVERS AND FENCING]

KNOW ALL MEN BY THESE PRESENTS, that KRPC Willowbrook, LLC, a Florida Limited Liability Company, (“**SELLER**”) for good and valuable consideration paid by Willowbrook Community Development District, a unit of special purpose local government located in Polk County, Florida (“**BUYER**”), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered to the BUYER, its successors, heirs, executors, administrators and assigns forever, the improvements (“**IMPROVEMENTS**”) and work product (“**WORK PRODUCT**”) identified in **Exhibit A** attached hereto and incorporated herein by reference, to have and to hold the same unto the BUYER, its executors, administrators and assigns forever.

SELLER hereby covenants with BUYER, its successors and assigns, that (i) SELLER is the lawful owner of the IMPROVEMENTS and WORK PRODUCT, (ii) the IMPROVEMENTS and WORK PRODUCT are free from all encumbrances, (iii) SELLER is unaware of any liens or encumbrances and covenants to timely address any such liens or encumbrances if and when filed, (iv) SELLER has good right to sell the IMPROVEMENTS and WORK PRODUCT, and (v) the SELLER will warrant and defend the sale of the IMPROVEMENTS and WORK PRODUCT hereby made unto the BUYER, its successors and assigns, against the lawful claims and demands of all persons whosoever.

SELLER represents that, without independent investigation, it has no knowledge of any defects in the IMPROVEMENTS and WORK PRODUCT, and hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused any defects. SELLER further confirms that this Bill of Sale includes the conveyance to the BUYER of all right, title, interest, and benefit of SELLER, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, given heretofore and with respect to the construction and/or creation of the IMPROVEMENTS and WORK PRODUCT.

By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of BUYER’s limitations on liability provided in Section 768.28, *Florida Statutes*.

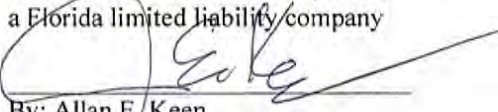
As consideration for the sale of the IMPROVEMENTS and WORK PRODUCT, and subject to (and without intending to alter) the provisions of that certain *Agreement Regarding the Acquisition of Work Product, Improvements & Real Property*, dated September 25, 2025, among any other applicable acquisition agreements related to future bond series, the BUYER shall make payment for the cost of the IMPROVEMENTS and WORK PRODUCT up to the amounts set forth in **Exhibit A** from the proceeds of any applicable current or future series of bonds, should such funds be or become available.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this 25th day of November 2025.

Signed, sealed and delivered by:

KRPC WILLOWBROOK, LLC,
a Florida limited liability company



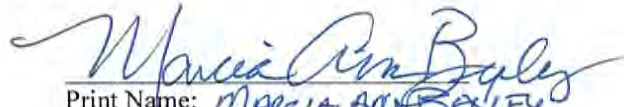
By: Allan E. Keen
Its: Manager

STATE OF FLORIDA)
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 25th day of November 2025 before me by means of physical presence or online notarization appeared Allan Keen, who acting on behalf of KRPC Willowbrook, LLC signed the foregoing instrument and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and did or did not take an oath.



(NOTARIAL SEAL)



Print Name: MARCIA ANN BEXLEY
Notary Public, State of Florida
My Commission No.: HH 397859
My Commission Expires: Aug 15, 2027

Exhibit A – Description of Work Product

EXHIBIT A

**Improvements: Fencing and Pavers
Work Product: Willowbrook North Amenity Center and Phase 2 Construction**

Fencing and Paver Improvements. Fencing for the dog park and the tot lot, and paver improvements for the shade structure, all located on Tract F of the plat titled Willowbrook South, recorded at Book 211, Pg. 6 et seq., of the Official Records of Polk County, Florida.

Willowbrook North Amenity Center Work Product: Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

Willowbrook North and South, Phase 2 Work Product: Site Planning, Engineering, and Permitting. All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North and South, Phase 2 Improvements.

All as further identified in the invoices below:

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
Furr, Wegman & Banks Architects, P.A.			
	2418.02	1/31/2025	\$9,130
	2418.03	4/29/2025	\$825
	2418.04	7/16/2025	\$550
	2418.05	8/22/2025	\$550
	2418.06	9/15/2025	\$550
	2418.01	12/10/2024	\$4,235
		<i>Subtotal:</i>	<i>\$15,840</i>
G.B. Collins Engineering, P.A.			
	15818	01/31/2025	\$6,500
		<i>Subtotal:</i>	<i>\$6,500</i>
Daly Design Group			
	42817	02/03/2025	\$975
	43134	05/01/2025	\$1,850
	42581	11/01/2024	\$850
	42622	12/04/2024	\$850
		<i>Subtotal:</i>	<i>\$4,525</i>

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
TECO			
	20250526	3/17/2025	\$177,341.64
	20241947	11/26/2024	\$180,849.94
	20241985	12/9/2024	\$190,812.20
		<i>Subtotal:</i>	\$549,003.78
Sloan Engineering			
	12327	1/10/2025	\$427.50
	12326	1/10/2025	\$1,273.42
	12378	2/14/2025	\$1,880.26
	12379	2/15/2025	\$1,679.01
	12456	3/14/2024	\$1,250.75
	12455	3/15/2024	\$1,497
	12378	2/14/2025	\$1,880.26
	12521	4/11/2025	\$897.48
	12522	4/11/2025	\$2,164.94
	12577	5/16/2025	\$1,451.88
	12576	5/17/2025	\$1,521.88
	11832	4/26/2024	\$1,062.50
	11855	5/3/2024	\$503.75
	11856	5/4/2024	\$1,098.75
	12635	6/13/2025	\$2,163.19
	12636	6/13/2025	\$2,054.44
	12690	7/11/2025	\$5,364.90
	12689	7/12/2025	\$1,387.05
	12753	8/15/2025	\$2,819.16
	12754	8/15/2025	\$1,765.97
	12806	9/12/2025	\$517.50
	12805	9/12/2025	\$1,598.36
	11999	7/12/2024	\$422.22
	12000	7/12/2024	\$1,612.22
	12175	10/18/2024	\$552.50
	12174	10/18/2024	\$1,597.50
	12187	10/25/2024	\$1,435.50
	12215	11/8/2024	\$1,300
	12214	11/8/2024	\$1,500
	11496		\$1,030.14
	12228	11/12/2024	\$2,280.06
	12229	11/12/2024	\$1,055.06
	12271	12/6/2024	\$1,584
	12281	12/13/2024	\$896.31
	12280	12/13/2024	\$1,205.06
	12272	12/6/2024	\$1,384
<i>Subtotal:</i>			\$52,234.26

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
<i>Mike Fence Inc.</i>			
	41625	04/16/2025	\$5,300
	41626	04/16/2025	\$11,800
<i>Subtotal:</i>			<i>\$17,100</i>
<i>Paverscape, Inc.</i>			
	Willowbrook-1	08/21/2025	\$7,955
<i>Subtotal:</i>			<i>\$7,955</i>
<i>TOTAL:</i>			<i>\$653,158.04</i>

SECTION VIII

WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2025
(ASSESSMENT AREA TWO PROJECT)
(Acquisition and Construction)

The undersigned, a Responsible Officer of the Willowbrook Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of May 1, 2024, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2025 (collectively, the "Assessment Area Two Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area Two Indenture):

- (A) Requisition Number: 23
- (B) Identify Acquisition Agreement, if applicable; *Agreement Regarding the Acquisition of Work Product, Improvements & Real Property*, dated September 25, 2025
- (C) Name of payee pursuant to Acquisition Agreement: KRPC Willowbrook, LLC
- (D) Amount Payable: \$653,158.04
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Improvements and soft costs related to Assessment Area Two Project.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Assessment Area Two Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District and have not previously been paid,
2. each disbursement set forth above is a proper charge against the Assessment Area Two Acquisition and Construction Account of the Acquisition and Construction Fund; and
3. each disbursement set forth above was incurred in connection with:

the Costs of the Assessment Area Two Project.

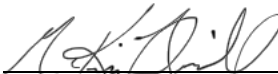
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g., deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.


**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

By:  as Chairperson
Responsible Officer

Date: Dec. 11, 2025

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement from the Assessment Area Two Acquisition and Construction Account is for a Cost of the Assessment Area Two Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area Two Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area Two Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 12/11/2025

**WILLOWBROOK
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT AREA TWO PROJECT**

Improvements – Pavers and Fencing

**Work Product – Willowbrook North Amenity Center and Phase 2
Construction**

Series 2025 Bonds

AFFIDAVIT REGARDING COSTS PAID
[WORK PRODUCT - WILLOWBROOK NORTH AMENITY CENTER AND PHASE 2
CONSTRUCTION; IMPROVEMENTS – PAVERS AND FENCING]

STATE OF FLORIDA
COUNTY OF ORANGE

I, Allan Keen, of KRPC Willowbrook, LLC (“**Developer**”), being first duly sworn, do hereby state for my affidavit as follows:

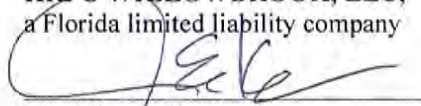
1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Allan Keen, and I am an Authorized Signatory and Representative of the Developer. I have authority to make this affidavit on behalf of the Developer.
3. The Developer is the developer of certain lands within Willowbrook Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. 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, “**Engineer’s Report**”), describes certain improvements and work product related to improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. The Developer has expended funds to complete certain improvements and develop work product described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the improvements work product completed to date and states the amounts that Developer has spent on the improvements and work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 25th day of November 2025.

KRPC WILLOWBROOK, LLC,
a Florida limited liability company



By: Allan E. Keen
Its: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 25th day of November 2025, by Allan Keen, as Manager of KRPC Willowbrook, LLC, and who is personally known to me or produced _____ as identification.

(NOTARY SEAL)



Notary Public Signature

MARCIA ANN BEXLEY
(Name typed, printed or stamped)

Notary Public, State of FLORIDA

Commission No. #A 397859

My Commission Expires: Aug. 15, 2027



EXHIBIT A
Improvements: Fencing and Pavers
Work Product: Willowbrook North Amenity Center and Phase 2 Construction

Fencing and Paver Improvements. Fencing for the dog park and the tot lot, and paver improvements for the shade structure, all located on Tract F of the plat titled Willowbrook South, recorded at Book 211, Pg. 6 et seq., of the Official Records of Polk County, Florida.

Willowbrook North Amenity Center Work Product: Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

Willowbrook North and South, Phase 2 Work Product: Site Planning, Engineering, and Permitting. All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North and South, Phase 2 Improvements.

All as further identified in the invoices below:

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
Furr, Wegman & Banks Architects, P.A.			
	2418.02	1/31/2025	\$9,130
	2418.03	4/29/2025	\$825
	2418.04	7/16/2025	\$550
	2418.05	8/22/2025	\$550
	2418.06	9/15/2025	\$550
	2418.01	12/10/2024	\$4,235
		Subtotal:	\$15,840
G.B. Collins Engineering, P.A.			
	15818	01/31/2025	\$6,500
		Subtotal:	\$6,500
Daly Design Group			
	42817	02/03/2025	\$975
	43134	05/01/2025	\$1,850
	42581	11/01/2024	\$850
	42622	12/04/2024	\$850
		Subtotal:	\$4,525

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
TECO			
	20250526	3/17/2025	\$177,341.64
	20241947	11/26/2024	\$180,849.94
	20241985	12/9/2024	\$190,812.20
Subtotal:			\$549,003.78
Sloan Engineering			
	12327	1/10/2025	\$427.50
	12326	1/10/2025	\$1,273.42
	12378	2/14/2025	\$1,880.26
	12379	2/15/2025	\$1,679.01
	12456	3/14/2024	\$1,250.75
	12455	3/15/2024	\$1,497
	12378	2/14/2025	\$1,880.26
	12521	4/11/2025	\$897.48
	12522	4/11/2025	\$2,164.94
	12577	5/16/2025	\$1,451.88
	12576	5/17/2025	\$1,521.88
	11832	4/26/2024	\$1,062.50
	11855	5/3/2024	\$503.75
	11856	5/4/2024	\$1,098.75
	12635	6/13/2025	\$2,163.19
	12636	6/13/2025	\$2,054.44
	12690	7/11/2025	\$5,364.90
	12689	7/12/2025	\$1,387.05
	12753	8/15/2025	\$2,819.16
	12754	8/15/2025	\$1,765.97
	12806	9/12/2025	\$517.50
	12805	9/12/2025	\$1,598.36
	11999	7/12/2024	\$422.22
	12000	7/12/2024	\$1,612.22
	12175	10/18/2024	\$552.50
	12174	10/18/2024	\$1,597.50
	12187	10/25/2024	\$1,435.50
	12215	11/8/2024	\$1,300
	12214	11/8/2024	\$1,500
	11496		\$1,030.14
	12228	11/12/2024	\$2,280.06
	12229	11/12/2024	\$1,055.06
	12271	12/6/2024	\$1,584
	12281	12/13/2024	\$896.31
	12280	12/13/2024	\$1,205.06
	12272	12/6/2024	\$1,384
Subtotal:			\$52,234.26

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
<i>Mike Fence Inc.</i>			
	41625	04/16/2025	\$5,300
	41626	04/16/2025	\$11,800
<i>Subtotal:</i>			<i>\$17,100</i>
<i>Paverscape, Inc.</i>			
	Willowbrook-1	08/21/2025	\$7,955
<i>Subtotal:</i>			<i>\$7,955</i>
<i>TOTAL:</i>			<i>\$653,158.04</i>

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

[WILLOWBROOK NORTH AMENITY CENTER]

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 21st day of November 2025, by **FURR, WEGMAN & BANKS ARCHITECTS, P.A.**, a Florida corporation, with a mailing address of 625 East Orange Street, Lakeland, Florida 33801 (the “Professional”), in favor of the **WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT** (the “District”), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has provided professional services (the “Work Product”) for KRPC Willowbrook, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract with Henkelman Construction, Inc. for construction of the improvements set forth in said Work Product and therefore requires the right to use and rely on said Work Product for the construction of the improvements set forth in said Work Product for the Willowbrook North Amenity Center.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** to the extent caused by the negligence or intentional misconduct of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

[Continued on following page]

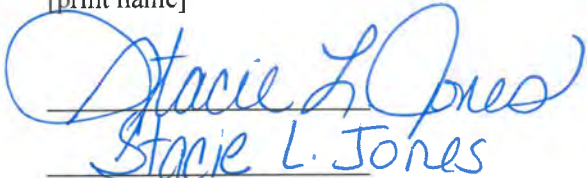
SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST



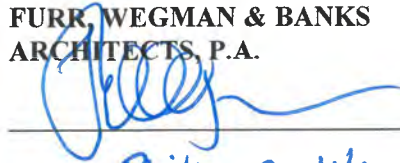
ALLISON KORCAK

[print name]



[print name]

**FURR, WEGMAN & BANKS
ARCHITECTS, P.A.**



By: Philip D. Wegman

Its: Vice President

EXHIBIT A
CONTRACT(S) FOR PROFESSIONAL SERVICES



March 08, 2024

McKinzie Terrill
The Keewin Real Property Company
121 Garland Avenue
Winter Park, FL 32789

Re: Willowbrook North Amenity Center, Winter Haven, FL.

Dear McKinzie,

This letter is to outline our firm's proposal to provide professional services (Structural, Architectural, Mechanical, Electrical and Plumbing) for the above-referenced project. Based on a phone conversation on 02/07/2024, this amenity center is similar to Cypress Park Estates Amenity Center that was previously designed by our firm. We will coordinate with the separately contracted Civil Engineer and Pool Designer, as noted below. Our firm would provide professional services as broken down below:

SCOPE OF SERVICES:

A. **Design Development Phase:** Finalize building requirements, in which a design would be developed for review to include the following:

1. Coordinate Amenity Center with your site plan.
2. Floor Plan of Amenity Center (1,315 SF).
3. Exterior Elevations.
4. Building Section.

We estimate the above phase to take three (3) weeks after your written notice to proceed.

B. **Construction Document Phase:** Based on incorporating review changes and approval of Design Development Documents and payment for services completed, Construction Documents for bidding and permitting would be developed. Architectural Construction Documents include:

1. Building Floor Plan – dimensions and finishes.
2. Exterior Elevations.
3. Roof Plan.
4. Foundation and Roof Framing Plan.
5. Building Cross Section(s).
6. Wall Section(s) and Details.
7. Window/Door Schedules.
8. Interior Finish Schedules (included are finish and color selections by our Interior Designer).
9. Reflected Ceiling Plan.
10. Life Safety Plan.
11. Coordination with Civil and Pool Design Documents.

12. Electrical Power and Data Floor Plan.
13. Plumbing drawings including domestic water, sanitary plans (to 5' outside Amenity Building for connection to site utilities; meter size and backflow preventer by Civil) and riser diagram. Will coordinate with Civil and Pool Designer.
14. Mechanical Floor Plan.
15. Equipment Electrical circuits to be incorporated into the electrical panel within the Construction Documents.

Not included: Any additional Electrical Engineering required by the Electric Company, pool design, landscaping, irrigation, outdoor lighting & Civil Engineering, and storm water design (by others).

We estimate the above phase to take four (4) weeks after our receipt of your comments on our Design Development submission.

C. Bid/Permitting Phase:

1. Owner has confirmed the procurement method used will be to bid the project. We will send an Invitation to Bid to the list of Contractors provided by you to our firm.
2. Assist in bid validation and determination of the successful bid.
3. We will respond to Contractor's Request for Information (RFI's).
4. Consider requests for substitutions and prepare/distribute addenda identifying approved substitutions to all prospective bidders.
5. Attend a pre-bid conference, as necessary, for prospective bidders and provide clarifications and interpretations of the Bidding Documents to all in the form of an addendum.
6. Participate and organize/conduct the opening of bids. Subsequently document and distribute the bidding results, as directed.
7. Signed & sealed drawings will be provided to the AHJ for permitting of the project.

We estimate the above phase to take four-six (4-6) weeks.

D. Construction Administration Phase:

1. Assist General Contractor in conducting a pre-construction conference.
2. Review shop drawings & project material samples submitted by the Contractor as required by the Construction Documents.
3. Assist in Exterior Material Selections at time of shop drawings.
4. Attend monthly construction field meetings on site and inspect the project for general compliance with the Construction Documents.
5. Provide written responses or clarifications to questions from the Contractor.
6. Review Contractor's Applications for Payment.
7. Perform a Substantial Completion Inspection and provide a Punch List for items to be completed by the Contractor.

We estimate the above phase to take six (6) months (to be confirmed by the selected Contractor).

ARCHITECTURAL FIXED FEE: Our fee to perform the above services is as follows:

A. Design Development Phase	\$4,235
B. Construction Document Phase	\$9,130

C. Bid/Permitting Phase:	\$825
D. Construction Administration Phase:	\$3,300
Total Fixed Fee:	\$17,490

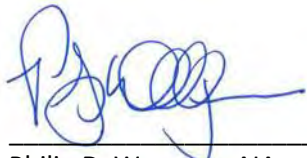
Printing would be a reimbursable expense estimated at \$400.00.

We request geotechnical engineering to be provided by the Owner. This proposal assumes normal soil bearing pressure of 2,000 psi.

Additional services as requested by the Owner and printing expenses (along with other reimbursable expenses), will be billed per the attached Schedule of Hourly Rates & Reimbursable Expenses. We will need the contact information for your office (Project Manager), Civil Engineer & Pool Designer. We request the ability to invoice on a monthly basis for work completed. Construction Administration Phase Fees will be invoiced in equal monthly amounts based upon the Contractor's time schedule for the project.

Thank you for considering Furr, Wegman & Banks Architects, P.A. Once approved, please sign below, and return a copy for our records. If you have any questions, please contact our office. We look forward to continuing our positive collaboration with your firm on this project.

Very truly yours,



Philip D. Wegman, AIA
Principal
Furr, Wegman & Banks Architects, P.A.

Approved and Accepted By:
The Keewin Real Property Company

McKinzie D. Terrill for KRPC Willowbrook, LLC
Name

Manager

Title



Signature and Date



SCHEDULE OF HOURLY RATES & REIMBURSABLE EXPENSES

FURR, WEGMAN & BANKS ARCHITECTS, P. A.
625 East Orange Street
Lakeland, FL 33801

<u>CATEGORY</u>	<u>RATE</u>
Principal Architect	\$270.00
Senior Project Architect	\$180.00
Interior Designer	\$170.00
Project Manager/Architectural Designer	\$135.00
Senior CADD Draftsman	\$105.00
Technical Support/CADD Draftsman	\$100.00
Administrative/Clerical	\$ 80.00

Note: The above fee schedule may be adjusted by mutual written agreement of the parties.

REIMBURSABLE EXPENSES:

Prints (24" x 36") B&W	Actual Expense
B&W Copy/Print (8 ½ x 11)	\$ 0.20 per sheet
Color Copy/Print (8 ½ x 11)	\$ 1.00 per sheet
Shipping/Courier Service	Actual Expense
Mileage (outside of Pasco, Hernando, Hillsborough, & Polk Counties)	\$0.67 per mile
Color Renderings (printed in-house)	
8 ½" x 11"	\$ 5.00 each
11" x 17"	\$ 10.00 each
12" x 18"	\$ 12.00 each
Thumb Drive (8 GB)	\$ 10.00 each

2/2/2024

**EXHIBIT B
DESCRIPTION OF WORK PRODUCT**

Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

All as further identified in the invoices below:

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
Furr, Wegman & Banks Architects, P.A.			
	2418.02	1/31/2025	\$9,130
	2418.03	4/29/2025	\$825
	2418.04	7/16/2025	\$550
	2418.05	8/22/2025	\$550
	2418.06	9/15/2025	\$550
	2418.01	12/10/2024	\$4,235
Total:			\$15,840

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

[WILLOWBROOK NORTH AMENITY CENTER - POOL]

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of November 2025, by **G.B. COLLINS ENGINEERING, P.A.**, a Florida corporation, with a mailing address of 32707 US Highway 19 N., Palm Harbor, Florida 34684 (the “Professional”), in favor of the **WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT** (the “District”), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has provided professional construction administration services (the “Work Product”) for KRPC Willowbrook, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has assumed or entered into a construction contract with Henkelman Construction, Inc. for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

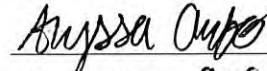
SECTION 4. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

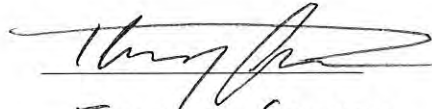
[Continued on following page]

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST




ALYSSA ORFEO
[print name]



THOMAS SKINNER
[print name]

G.B. COLLINS ENGINEERING, P.A.



By: SAMUEL A. LIBERATORE
Its: PRESIDENT

EXHIBIT A
CONTRACT(S) FOR PROFESSIONAL SERVICES

G.B. COLLINS ENGINEERING P.A.
AQUATIC ENGINEERING CONSULTANTS

March 14th, 2024

McKinzie D. Terrill
The Keewin Real Property Company
121 Garfield Avenue
Winter Park, Florida 32789

Page | 1

Re: **Willowbrook Amenity – Zero Entry Swimming Pool
Proposal for Engineering Services**

Dear Mr. Terrill,

Thank you for your request for a proposal for the Willowbrook Amenity pool project.

I have a fee schedule and scope of services enclosed with this cover letter for your review. The fee schedule includes the cost and services to prepare the construction documents for permitting and provide optional construction services during the build. This proposal and fee schedule is valid for 30 days.

G.B. Collins is fully licensed and has a two-million-dollar professional liability insurance policy.

We will proceed with this project upon receipt of the signed fee schedule sheet, agreeing to the scope of services. The project must begin within 6 months of the date of the proposal or be subject to market adjustments. If you have any questions, please feel free to contact us.

Sincerely,

Zachary J. Orfeo

Zachary J. Orfeo
Project Manager

Enc.

Willowbrook Amenity Zero Entry Swimming Pool
FEE SCHEDULE
SCOPE OF SERVICES
March 14, 2024

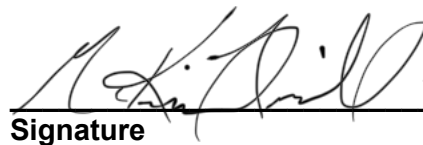
I. **Swimming Pool Design**

A. Schematic Design Phase	\$ 1,500
B. Design Development Phase (DD Plans).....	\$ 2,500
C. Construction Documents (CD Plans)	\$ 2,500

Swimming Pool Total \$ 6,500

II. **Construction Services** **\$ 1,000**

TOTAL PROPOSED ENGINEERING FEE \$ 7,500

 for KRPC Willowbrook, LLC
Signature

03/14/24
Date

McKinzie D. Terrill for KRPC Willowbrook, LLC
Print Name

Willowbrook Amenity Zero Entry Swimming Pool

FEE SCHEDULE
SCOPE OF SERVICES
March 14, 2024

I. Swimming Pool Design

A. Schematic Design Phase \$ 1,500

- Develop a pool layout that will be code compliant with coordination from architect. Providing (1) one schematic drawing defining code requirements. Additional schematic drawing will be charged at \$500 per plan.
- Volume calculations, flow rate design, and collector tank.
- The design development plans will incorporate the layout of one (1) Scum Gutter pool (approximately 3,000 sf). The custom pool will range in depth from 3'-0" to 5'-0" and will include a zero entry.
- All necessary CAD drawings are to be provided by the client for schematic drawing to be generated (all base maps, building layouts, bathroom plans, and location maps).
- All necessary site information needs to be provided (site address, owner's name, address, phone number).

B. Design Development Phase (DD) \$ 2,500

Design Development Documents will be based on finalized schematic drawings that have been approved by the client. Prepared construction documents to be submitted to the building department and will include:

- Cover Sheet
- Pool Information Sheet including Notes and Specifications
- Site Plan (site plan will detail the Pool Area)
- Pool Plumbing Plan
- Pool Layout Plan
- Feature Plan with details
- Pool Profiles
- Pool Details
- Pool Filter and Equipment Details
- Pool Bonding Plan

Willowbrook Amenity Zero Entry Swimming Pool

FEE SCHEDULE
SCOPE OF SERVICES
March 14, 2024

C. Construction Documents (CD) \$ 2,500

Construction Documents will be based on finalized DD drawings that have been approved by the client. Prepared construction documents to be submitted to the building department and will include:

- Cover Sheet
 - Notes and Specifications
 - Site Plan (site plan will detail the Pool Area)
 - Pool Plumbing Plan
 - Pool Layout Plan
 - Feature Plan with details
 - Pool Profiles
 - Pool Details
 - Pool Filter and Equipment Details.
 - Pool Bonding Plan
 - Complete DOH 4159 forms for application submittal.
 - Provide esealed plans of fullset and individual sheets and base CAD file.
-
- ❖ Paper copies of final plans are NOT included and will be an additional \$50/set. Please refer to your specific County to determine if hard copies are required.
 - ❖ Site electrical and deck design are not included with this fee and any application fee is also NOT included.

Willowbrook Amenity Zero Entry Swimming Pool
 FEE SCHEDULE
 SCOPE OF SERVICES
 March 14, 2024

I. Additional Services TBD

Additional Services Items not included (but not limited to) are:

- Site Inspections or Site Meetings \$ TBD
- Shop Drawing Review \$ 1,000/ per submittal
- Equipment Room Design \$ 1,500
- Slides \$ 5,000
- Spas \$ TBD
- Fountain/ Water Feature Design \$ 2,500
- Interactive Water Features (IWF's) \$ 4,000
- Wade Pools \$ 4,000
- Deck design \$ 4,000
- Lighting Certification \$ 2,500
- Piling Design \$ 5,000
- Variance applications \$ 2,500
- Safety Plans TBD
- Site grading and drainage TBD
- Survey TBD
- Borings TBD
- Site permitting TBD
- Geotechnical Engineering TBD
- Fencing TBD
- Utility Design TBD
 (ex. Storm sewer, sanitary sewer, water, tele-communications)
- Structural Design TBD
- Architectural Services TBD
- Equipment Modifications TBD
- Electrical Engineering TBD

ATTACHMENT - TERMS & CONDITIONS

The terms and conditions contained herein are attached and incorporated into the agreement for Professional Services "Agreement" between the Client and GB Collins Engineering.

1. Payment Provisions: Payment of GB Collins invoices is due within thirty (30) days of receipt invoice. Balances unpaid after sixty (60) days shall be charged interest at the rate of 1.5% per month until paid in full. If client objects to any portion of an invoice, client shall notify GB Collins Engineering in writing by certified U.S. Mail, return receipt requested, within 15 calendar days of the invoice date, or any objection shall be deemed waived, and the invoice shall be paid in full.

2. Changed Conditions: GB Collins Engineering reserves the right to renegotiate the fee if the work exceeds the scope of services defined in the agreement.

3. Client's Responsibilities:

(a) Client agrees to provide GB Collins Engineering with all the information, survey's, reports, and professional recommendations and any other related items requested by GB Collins Engineering in order to provide its professional services. GB Collins Engineering may rely on the accuracy and completeness of these items. Client shall furnish the services of the following consultants: Civil Engineering, Geotechnical Engineers, Surveyors, Structural Engineers (as necessary), Architectural and Environmental Engineering. Client agrees to advise GB Collins Engineering of any known or suspected contaminants at the Project (as such termed in the agreement) Client shall be solely responsible for all surface and subsurface soil conditions. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the project. Client agrees to provide the items described in the paragraph and to render decisions in a timely manner so as not to delay the orderly and sequential progress of GB Collins Engineering Services.

(b) Hourly Rates for additional services:

Professional Engineer	=\$300.00/hr
Project Manager	=\$200.00/hr
Designer/Drafter	=\$150.00/hr
Construction Inspector	=\$100.00/hr
Clerical/Office	=\$ 75.00/hr

(c) Reimbursable Expenses including; Postage, Federal Express, Printing Supplies, Mileage Reimbursement (\$0.63/mile), Travel (Hotel, Air Fare, Meals), Printing (\$50/set-24"x36"), Color Copies (\$1.50/sheet-8.5"x11"). Please estimate \$300 for reimbursables.

4. Use and Ownership of GB Collins Engineering's Documents: Upon the parties signing this agreement, GB Collins grants Client a nonexclusive license to use the drawings, specifications, renderings, conceptual plans, blueprints and other documents prepared by GB Collins Engineering for Client "Documents", provided that client performs in accordance with the terms of this Agreement. No other license is implied or granted under this agreement. All instruments of Professional Service prepared by GB Collins Engineering, including the documents, are of the property of, and shall remain the exclusive property of GB Collins Engineering. Originals shall remain with GB Collins Engineering with client retaining a duplicate set. Client has the right to

reproduce drawings or reasonable facsimiles, artist renditions or the like of said documents for marketing purposes. These documents shall not be reused on other projects by Client or sold or assigned to third parties without GB Collins Engineering's prior written permission, which may be withheld in its sole discretion. GB Collins Engineering retains all rights, including copy rights, in such documents, drawings, and concepts.

5. Site Observation: The client recognizes that site observation/review is a vital element of GB Collins Engineering's service and includes design and drawing modifications based on changing site conditions during construction. Should the Client, for any reason, including non-payment, not retain GB Collins Engineering to review the site, or should the client restrict GB Collins Engineering from viewing the site during construction, the Client waives any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans, or specifications developed by GB Collins Engineering. The Client also agrees to compensate GB Collins Engineering for time and expenses in the defense of any such claim. The site visits performed by GB Collins Engineering in no way constitute a guarantee that construction deficiencies may not exist or occur. Additionally, any changes to the design that are deemed necessary by the engineer or building official are the owner's responsibility to compensate.

6. Termination: Either Client, or GB Collins Engineering may terminate this agreement upon seven (7) day's written notice to the other party. If terminated, Client agrees to pay GB Collins Engineering for all Basic and Additional Services rendered and Reimbursable and Direct Expenses (As such terms are defined in the fee schedule) incurred to the date of termination. Upon not less than seven (7) days' written notice, GB Collins Engineering may suspend the performance of its services if Client fails to pay GB Collins Engineering in full for services rendered or expenses incurred. GB Collins Engineering shall have no liability because of such suspension of services or termination due to Client's nonpayment.

7. Miscellaneous Provisions:

- (a) This agreement is governed by the Laws of the State of Florida without regard to the principles of laws. Any cause of action under this agreement shall be adjudicated in the appropriate court located in the County and State where the project is located.
- (b) This Agreement is the entire and integrated Agreement between Client and GB Collins Engineering and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both parties.
- (c) In the event that any term or provision of this Agreement is found to be enforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and any unenforceable or invalid term or provision shall be amended to the minimum extent required to make or provision enforceable and valid.
- (d) Neither Client nor GB Collins Engineering shall assign this agreement without prior written consent of the other.
- (e) Irrespective of any other term in this Agreement, GB Collins Engineering shall not control or be responsible for construction means, methods, techniques, schedules, sequences, or procedures for the Project; or for construction safety or any other related programs; or for any other parties' errors or omissions or for another parties' failure to complete their work or services in accordance with GB Collins Engineering's Documents.
- (f) Client agrees to indemnify, defend and hold GB Collins Engineering harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses including, but not limited to, reasonable attorney's fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or other legal entities on account to any legal damages or losses to property or persons including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that GB Collins Engineering shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by GB Collins Engineering's negligent or willful errors or omissions. The provisions of this paragraph shall survive the expiration/termination of this Agreement.

- (g) Should any legal proceedings be commenced between the parties to this Agreement seeking to enforce any of its provisions. Including but not limited to, fee provisions, the prevailing party in such proceedings shall be entitled, in addition to such other relief as may be granted, to all costs and attorneys' and expert witnesses' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "Prevailing Party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action of proceeding.
- (h) Client and GB Collins Engineering waive consequential damages for any claims, disputes, or other matters in question arising out of or relating to this agreement. GB Collins Engineering's waiver of consequential damages is contingent upon the Clients requiring contractor and its subcontractors to waive all consequential damages against GB Collins Engineering for claims or other matters in question arising out of or relating to this project.
- (i) To the extent damages are covered by property insurance during construction, Client and GB Collins Engineering waive all rights against each other and against the contractors, agents, and employees of the other for such damages. Client or GB Collins Engineering, as appropriate, shall require of the contractors, consultants, agents (and their employees) similar waivers in favor of the other parties described in this paragraph.
- (j) Client acknowledges and agrees that proper Project maintenance is required after the project is complete. A lack of, or improper maintenance in areas may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- (k) Nothing in this Agreement shall create a contractual relationship for any third party.
- (l) It is the express intention of the parties that GB Collins Engineering is an Independent Contractor and not an employee, agent, joint venture, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and GB Collins Engineering or any employee or agent of GB Collins Engineering. Both parties acknowledge that GB Collins Engineering is not an employee for state or federal tax purposes.

G.B. COLLINS ENGINEERING P.A.
AQUATIC ENGINEERING CONSULTANTS

(m) It is the intention of the parties hereto that no person or entity other than a party hereto shall be entitled to bring any action to enforce any provision of this Agreement against the other party hereto, and that the covenants, undertakings, and agreements set forth in this agreement shall, unless provided otherwise, be solely for the benefit of, and shall be enforceable only by the parties hereto and their respective successors and permitted assigns.

Page | 10

**EXHIBIT B
DESCRIPTION OF WORK PRODUCT**

Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center pool.

All as further identified in the invoices below:

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
G.B. Collins Engineering, P.A.			
	15818	01/31/2025	\$6,500
Total:			\$6,500

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

WILLOWBROOK NORTH AMENITY CENTER AND PHASE 2 CONSTRUCTION

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of November 2025, by **SLOAN ENGINEERING GROUP, INC.**, with a mailing address of P.O. Box 253, Bartow, Florida 33831 (the “Professional”), in favor of the **WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT** (the “District”), a local unit of special-purpose government situated in Polk County, Florida, with offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has provided professional services (the “Work Product”) for KRPC Willowbrook, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract with Jon M Hall Company, LLC for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

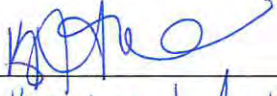
[Signature Page Follows]

ATTEST



ANDRES MEDINA

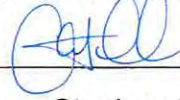
[print name]



Hendra J. Andrews

[print name]

SLOAN ENGINEERING GROUP, INC.



By: **Stephen Sloan**

Its: **President**

EXHIBIT A
CONTRACT(S) FOR PROFESSIONAL SERVICES

May 1, 2024

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook North Amenity Area
SEG Project No. 2701-6**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: WILLOWBROOK NORTH AMENITY AREA

The scope of our services under this task shall be as follows:

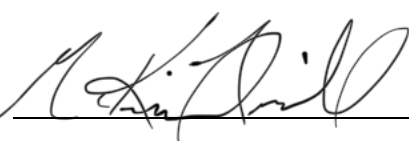
- Prepare plans for Amenity Area based on information provided by CLIENT.
- Prepare permit application packages for submission to:
 - City of Winter Haven – Civil Engineering Construction Plans
- Provide timely response to typical agency questions relating to the assumptions, completeness, and correctness of the submitted information.

Compensation: SEG will perform Task One for a lump sum fee of **Six Thousand Dollars (\$6,000.00)**. If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: 05/01/2024



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



May 1, 2024

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook South Amenity Area
SEG Project No. 2701-5**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: WILLOWBROOK SOUTH AMENITY AREA

The scope of our services under this task shall be as follows:

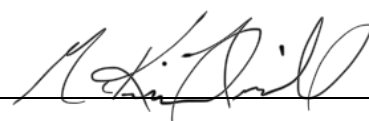
- Prepare plans for Amenity Area based on information provided by CLIENT.
- Prepare permit application packages for submission to:
 - City of Winter Haven – Civil Engineering Construction Plans
- Provide timely response to typical agency questions relating to the assumptions, completeness, and correctness of the submitted information.

Compensation: SEG will perform Task One for a lump sum fee of **Five Thousand Two Hundred Dollars (\$5,200.00)**. If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: 05/01/24



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



April 8, 2024

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook North Phase 1 Construction Management
SEG Project No. 2701-3**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: CONSTRUCTION MANAGEMENT

The scope of our services under this task shall be as follows:

- Respond to Requests for Information (RFI's) from site contractor.
- Coordinate with electric, cable, and phone providers if requested by CLIENT.
- Attend City required Pre-Construction meetings.
- Review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples.
- Attend routine site meetings w/ CLIENT, Contractor and governmental authorities as needed to certify constructed improvements.
- Review Contractor Pay Applications (if requested by CLIENT) and confirm that payments of contractor invoices are warranted.
- Coordinate as necessary with lender's engineer.
- Attend pressure test for potable water line.
- Attend pressure test for the sanitary sewer force main.
- Attend lift station start-up.
- Conduct observations w/ contractor to determine Substantial Completion and if necessary, prepare punch list of observed deficiencies.
- Conduct pre-final walkthrough with County and City.
- Prepare Record Drawings of project improvements based on as-built survey provided by contractor or as obtained via separate agreement.
- Upon Substantial completion, prepare, execute & promptly issue all certificates required by various governmental authorities & provide closure to required permits.



Compensation: SEG will perform Task One in accordance with the attached Hourly Rate Schedule at a cost Not-to-Exceed of **Thirty-Five Thousand Dollars (\$35,000.00) without additional approval by CLIENT.** If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: 04/23/2024



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



April 8, 2024

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook South Phase 1 Construction Management
SEG Project No. 2701-4**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: CONSTRUCTION MANAGEMENT

The scope of our services under this task shall be as follows:

- Respond to Requests for Information (RFI's) from site contractor.
- Coordinate with electric, cable, and phone providers if requested by CLIENT.
- Attend City required Pre-Construction meetings.
- Review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples.
- Attend routine site meetings w/ CLIENT, Contractor and governmental authorities as needed to certify constructed improvements.
- Review Contractor Pay Applications (if requested by CLIENT) and confirm that payments of contractor invoices are warranted.
- Coordinate as necessary with lender's engineer.
- Attend pressure test for potable water line.
- Attend pressure test for the sanitary sewer force main.
- Attend lift station start-up.
- Conduct observations w/ contractor to determine Substantial Completion and if necessary, prepare punch list of observed deficiencies.
- Conduct pre-final walkthrough with County and City.
- Prepare Record Drawings of project improvements based on as-built survey provided by contractor or as obtained via separate agreement.
- Upon Substantial completion, prepare, execute & promptly issue all certificates required by various governmental authorities & provide closure to required permits.




Compensation: SEG will perform Task One in accordance with the attached Hourly Rate Schedule at a cost Not -to-Exceed of **Thirty-Five Thousand Dollars (\$35,000.00) without additional approval by CLIENT.** If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: 04/23/2024



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



October 23, 2025

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook South Phase 2 Construction Management
SEG Project No. 2701-8**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: CONSTRUCTION MANAGEMENT

The scope of our services under this task shall be as follows:

- Respond to Requests for Information (RFI's) from site contractor.
- Coordinate with electric, cable, and phone providers if requested by CLIENT.
- Attend City required Pre-Construction meetings.
- Review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples.
- Attend routine site meetings w/ CLIENT, Contractor and governmental authorities as needed to certify constructed improvements.
- Review Contractor Pay Applications (if requested by CLIENT) and confirm that payments of contractor invoices are warranted.
- Coordinate as necessary with lender's engineer.
- Attend pressure test for potable water line.
- Attend pressure test for the sanitary sewer force main.
- Attend lift station start-up.
- Conduct observations w/ contractor to determine Substantial Completion and if necessary, prepare punch list of observed deficiencies.
- Conduct pre-final walkthrough with County and City.
- Prepare Record Drawings of project improvements based on as-built survey provided by contractor or as obtained via separate agreement.
- Upon Substantial completion, prepare, execute & promptly issue all certificates required by various governmental authorities & provide closure to required permits.

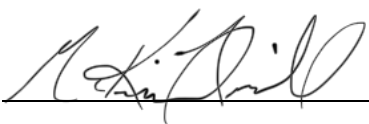


Compensation: SEG will perform Task One in accordance with the attached Hourly Rate Schedule at a cost Not -to-Exceed of **Thirty-Five Thousand Dollars (\$35,000.00) without additional approval by CLIENT.** If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: Oct. 23, 2025



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



October 23, 2025

Steve Rosser
KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789

**RE: Willowbrook North Phase 3/4 Construction Management
SEG Project No. 2701-7**

Dear Steve,

Thank you for the opportunity for Sloan Engineering Group, Inc. (SEG) to provide you with a proposal for professional services with respect to the above-referenced project. For purposes of this Agreement, KRPC Willowbrook, LLC will be referred to as the CLIENT.

TASK ONE: CONSTRUCTION MANAGEMENT

The scope of our services under this task shall be as follows:

- Respond to Requests for Information (RFI's) from site contractor.
- Coordinate with electric, cable, and phone providers if requested by CLIENT.
- Attend City required Pre-Construction meetings.
- Review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples.
- Attend routine site meetings w/ CLIENT, Contactor and governmental authorities as needed to certify constructed improvements.
- Review Contractor Pay Applications (if requested by CLIENT) and confirm that payments of contractor invoices are warranted.
- Coordinate as necessary with lender's engineer.
- Attend pressure test for potable water line.
- Attend pressure test for the sanitary sewer force main.
- Attend lift station start-up.
- Conduct observations w/ contractor to determine Substantial Completion and if necessary, prepare punch list of observed deficiencies.
- Conduct pre-final walkthrough with County and City.
- Prepare Record Drawings of project improvements based on as-built survey provided by contractor or as obtained via separate agreement.
- Upon Substantial completion, prepare, execute & promptly issue all certificates required by various governmental authorities & provide closure to required permits.

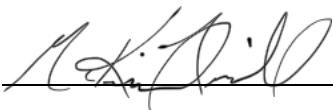


Compensation: SEG will perform Task One in accordance with the attached Hourly Rate Schedule at a cost Not-to-Exceed of **Thirty-Five Thousand Dollars (\$35,000.00) without additional approval by CLIENT.** If the preceding items are satisfactory to you, please sign the following as your approval of its content and return one copy.

Sincerely,
SLOAN ENGINEERING GROUP, INC.



Steve Sloan, P.E.
President

Accepted By:  _____

Date: Oct. 23, 2025



ATTACHMENT "A"

SLOAN ENGINEERING GROUP HOURLY RATES & DIRECT EXPENSES

HOURLY RATE SCHEDULE BY CLASSIFICATION

1.	Professional Engineer	\$170.00
2.	Senior Project Manager	\$135.00
3.	Project Manager	\$110.00
4.	Sr. Design Technician	\$95.00
5.	Design Technician III	\$80.00
6.	Design Technician II	\$65.00
7.	Design Technician I	\$50.00
8.	Construction Manager	\$95.00
9.	Administrative Support/Clerical	\$45.00

DIRECT EXPENSES

1.	Prints (24" x 36")	\$2.00
2.	Copy Machine	\$0.10 per Copy
3.	Copy Machine	\$0.35 per Color Copy
4.	Federal Express/UPS	Based on Weight
5.	Mileage	Current IRS rate
6.	Parking/tolls	Cost



**EXHIBIT B
DESCRIPTION OF WORK PRODUCT**

Willowbrook North Amenity Center Work Product: Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

Willowbrook North and South, Phase 2 Work Product: Site Planning, Engineering, and Permitting. All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North and South, Phase 2 Improvements.

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
<i>Sloan Engineering</i>			
	12327	1/10/2025	\$427.50
	12326	1/10/2025	\$1,273.42
	12378	2/14/2025	\$1,880.26
	12379	2/15/2025	\$1,679.01
	12456	3/14/2024	\$1,250.75
	12455	3/15/2024	\$1,497
	12378	2/14/2025	\$1,880.26
	12521	4/11/2025	\$897.48
	12522	4/11/2025	\$2,164.94
	12577	5/16/2025	\$1,451.88
	12576	5/17/2025	\$1,521.88
	11832	4/26/2024	\$1,062.50
	11855	5/3/2024	\$503.75
	11856	5/4/2024	\$1,098.75
	12635	6/13/2025	\$2,163.19
	12636	6/13/2025	\$2,054.44
	12690	7/11/2025	\$5,364.90
	12689	7/12/2025	\$1,387.05
	12753	8/15/2025	\$2,819.16
	12754	8/15/2025	\$1,765.97
	12806	9/12/2025	\$517.50
	12805	9/12/2025	\$1,598.36
	11999	7/12/2024	\$422.22

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
	12000	7/12/2024	\$1,612.22
	12175	10/18/2024	\$552.50
	12174	10/18/2024	\$1,597.50
	12187	10/25/2024	\$1,435.50
	12215	11/8/2024	\$1,300
	12214	11/8/2024	\$1,500
	11496		\$1,030.14
	12228	11/12/2024	\$2,280.06
	12229	11/12/2024	\$1,055.06
	12271	12/6/2024	\$1,584
	12281	12/13/2024	\$896.31
	12280	12/13/2024	\$1,205.06
	12272	12/6/2024	\$1,384
		Total:	\$52,234.26

DISTRICT ENGINEER'S CERTIFICATE

**[WORK PRODUCT - WILLOWBROOK NORTH AMENITY CENTER AND PHASE 2
CONSTRUCTION; IMPROVEMENTS – PAVERS AND FENCING]**

November ____, 2025

Board of Supervisors
Willowbrook Community Development District

Re: Willowbrook Community Development District (Polk County, Florida)
Acquisition of Work Product

Ladies and Gentlemen:


The undersigned, a representative of Sloan Engineering Group, Inc., ("**District Engineer**"), as District Engineer for Willowbrook Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from KRPC Willowbrook, LLC, ("**Developer**") of certain work product ("**Work Product**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, and other documents.
2. The Work Product is within the scope of 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 ("**Engineer's Report**"), specially benefits the property within the District as further described in the Engineer's Report.
3. There are no known defects in the Work Product.
4. The total costs associated with the Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product, and (ii) the reasonable fair market value of the Work Product.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

[CONTINUED ON NEXT PAGE]

FURTHER AFFIANT SAYETH NOT.

Sloan Engineering Group, Inc.




Stephen L. Sloan P.E.
Its: President
Florida Registration No. 58766
District Engineer

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of November 2025, by Stephen L. Sloan P.E., and President of Sloan Engineering Group, Inc., who is personally known to me or who has produced _____ as identification, and did or did not take the oath.





Notary Public, State of Florida
Print Name: Kendra Andrews
Commission No.: HH 690785
My Commission Expires: Aug 29 2029

BILL OF SALE
[WORK PRODUCT - WILLOWBROOK NORTH AMENITY CENTER AND PHASE 2
CONSTRUCTION; IMPROVEMENTS – PAVERS AND FENCING]

KNOW ALL MEN BY THESE PRESENTS, that KRPC Willowbrook, LLC, a Florida Limited Liability Company, (“**SELLER**”) for good and valuable consideration paid by Willowbrook Community Development District, a unit of special purpose local government located in Polk County, Florida (“**BUYER**”), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered to the BUYER, its successors, heirs, executors, administrators and assigns forever, the improvements (“**IMPROVEMENTS**”) and work product (“**WORK PRODUCT**”) identified in **Exhibit A** attached hereto and incorporated herein by reference, to have and to hold the same unto the BUYER, its executors, administrators and assigns forever.

SELLER hereby covenants with BUYER, its successors and assigns, that (i) SELLER is the lawful owner of the IMPROVEMENTS and WORK PRODUCT, (ii) the IMPROVEMENTS and WORK PRODUCT are free from all encumbrances, (iii) SELLER is unaware of any liens or encumbrances and covenants to timely address any such liens or encumbrances if and when filed, (iv) SELLER has good right to sell the IMPROVEMENTS and WORK PRODUCT, and (v) the SELLER will warrant and defend the sale of the IMPROVEMENTS and WORK PRODUCT hereby made unto the BUYER, its successors and assigns, against the lawful claims and demands of all persons whosoever.

SELLER represents that, without independent investigation, it has no knowledge of any defects in the IMPROVEMENTS and WORK PRODUCT, and hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused any defects. SELLER further confirms that this Bill of Sale includes the conveyance to the BUYER of all right, title, interest, and benefit of SELLER, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, given heretofore and with respect to the construction and/or creation of the IMPROVEMENTS and WORK PRODUCT.

By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of BUYER’s limitations on liability provided in Section 768.28, *Florida Statutes*.

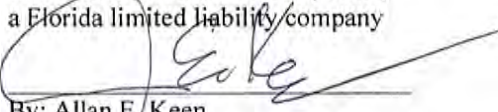
As consideration for the sale of the IMPROVEMENTS and WORK PRODUCT, and subject to (and without intending to alter) the provisions of that certain *Agreement Regarding the Acquisition of Work Product, Improvements & Real Property*, dated September 25, 2025, among any other applicable acquisition agreements related to future bond series, the BUYER shall make payment for the cost of the IMPROVEMENTS and WORK PRODUCT up to the amounts set forth in **Exhibit A** from the proceeds of any applicable current or future series of bonds, should such funds be or become available.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this 25th day of November 2025.

Signed, sealed and delivered by:

KRPC WILLOWBROOK, LLC,
a Florida limited liability company



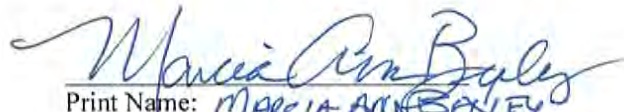
By: Allan E. Keen
Its: Manager

STATE OF FLORIDA)
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 25th day of November 2025 before me by means of physical presence or online notarization appeared Allan Keen, who acting on behalf of KRPC Willowbrook, LLC signed the foregoing instrument and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and did or did not take an oath.



(NOTARIAL SEAL)



Print Name: MARCIA ANN BEXLEY
Notary Public, State of Florida
My Commission No.: HH 397859
My Commission Expires: Aug 15, 2027

Exhibit A – Description of Work Product

EXHIBIT A

**Improvements: Fencing and Pavers
Work Product: Willowbrook North Amenity Center and Phase 2 Construction**

Fencing and Paver Improvements. Fencing for the dog park and the tot lot, and paver improvements for the shade structure, all located on Tract F of the plat titled Willowbrook South, recorded at Book 211, Pg. 6 et seq., of the Official Records of Polk County, Florida.

Willowbrook North Amenity Center Work Product: Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

Willowbrook North and South, Phase 2 Work Product: Site Planning, Engineering, and Permitting. All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North and South, Phase 2 Improvements.

All as further identified in the invoices below:

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
Furr, Wegman & Banks Architects, P.A.			
	2418.02	1/31/2025	\$9,130
	2418.03	4/29/2025	\$825
	2418.04	7/16/2025	\$550
	2418.05	8/22/2025	\$550
	2418.06	9/15/2025	\$550
	2418.01	12/10/2024	\$4,235
		<i>Subtotal:</i>	<i>\$15,840</i>
G.B. Collins Engineering, P.A.			
	15818	01/31/2025	\$6,500
		<i>Subtotal:</i>	<i>\$6,500</i>
Daly Design Group			
	42817	02/03/2025	\$975
	43134	05/01/2025	\$1,850
	42581	11/01/2024	\$850
	42622	12/04/2024	\$850
		<i>Subtotal:</i>	<i>\$4,525</i>

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
TECO			
	20250526	3/17/2025	\$177,341.64
	20241947	11/26/2024	\$180,849.94
	20241985	12/9/2024	\$190,812.20
Subtotal:			\$549,003.78
Sloan Engineering			
	12327	1/10/2025	\$427.50
	12326	1/10/2025	\$1,273.42
	12378	2/14/2025	\$1,880.26
	12379	2/15/2025	\$1,679.01
	12456	3/14/2024	\$1,250.75
	12455	3/15/2024	\$1,497
	12378	2/14/2025	\$1,880.26
	12521	4/11/2025	\$897.48
	12522	4/11/2025	\$2,164.94
	12577	5/16/2025	\$1,451.88
	12576	5/17/2025	\$1,521.88
	11832	4/26/2024	\$1,062.50
	11855	5/3/2024	\$503.75
	11856	5/4/2024	\$1,098.75
	12635	6/13/2025	\$2,163.19
	12636	6/13/2025	\$2,054.44
	12690	7/11/2025	\$5,364.90
	12689	7/12/2025	\$1,387.05
	12753	8/15/2025	\$2,819.16
	12754	8/15/2025	\$1,765.97
	12806	9/12/2025	\$517.50
	12805	9/12/2025	\$1,598.36
	11999	7/12/2024	\$422.22
	12000	7/12/2024	\$1,612.22
	12175	10/18/2024	\$552.50
	12174	10/18/2024	\$1,597.50
	12187	10/25/2024	\$1,435.50
	12215	11/8/2024	\$1,300
	12214	11/8/2024	\$1,500
	11496		\$1,030.14
	12228	11/12/2024	\$2,280.06
	12229	11/12/2024	\$1,055.06
	12271	12/6/2024	\$1,584
	12281	12/13/2024	\$896.31
	12280	12/13/2024	\$1,205.06
	12272	12/6/2024	\$1,384
Subtotal:			\$52,234.26

<u>Professional/Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
<i>Mike Fence Inc.</i>			
	41625	04/16/2025	\$5,300
	41626	04/16/2025	\$11,800
<i>Subtotal:</i>			<i>\$17,100</i>
<i>Paverscape, Inc.</i>			
	Willowbrook-1	08/21/2025	\$7,955
<i>Subtotal:</i>			<i>\$7,955</i>
<i>TOTAL:</i>			<i>\$653,158.04</i>

SECTION IX

SECTION C

Willowbrook - CDD

Field Management Report – Photo Supplement

Installation of “Beware of Alligator” Signs



Photo Description:

(14) “Beware of Alligator” sign was installed throughout the district.

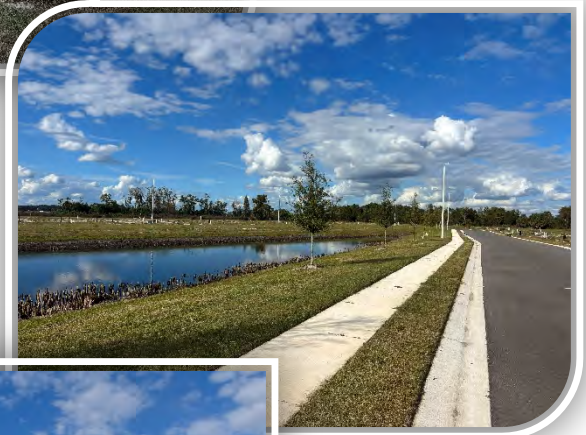


Landscape & Pond Review



Photo Description:

Both landscaping and ponds have been maintained and regularly serviced.



Willowbrook CDD Field Management Action Items List

<i>Description</i>	<i>Vendor</i>	<i>Status</i>	<i>Proposal \$</i>	<i>Completion</i>	<i>Notes</i>
Installation of "Beware of Alligator" Signs	Maintenance Staff	Completed		January 2026	Previously approved "Beware of Alligator" signs have been installed in front of designated ponds throughout North & South.

SECTION D

SECTION 1

Willowbrook Community Development District

Summary of Checks

December 19, 2025 to January 19, 2026

Bank	Date	Check No.'s	Amount
General Fund	12/22/25	122-128	\$ 26,441.25
	12/29/25	129	\$ 1,775.00
	1/12/26	130-132	\$ 196,016.00
		Total:	\$ 224,232.25
General Fund		Autodrafts	\$ 19,959.02
		Total:	\$ 19,959.02
			\$ 244,191.27

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/22/25	00034	10/30/25	20596	202510	320-53800-47000			AQUATIC MAINTENANCE-OCT25	*	1,775.00		
								AQUATIC WEED MANAGEMENT, INC.			1,775.00	000122
12/22/25	00001	12/01/25	37	202512	310-51300-34000			MANAGEMENT FEES-DEC25	*	3,433.33		
		12/01/25	37	202512	310-51300-35200			WEBSITE ADMIN-DEC25	*	108.17		
		12/01/25	37	202512	310-51300-35100			INFORMATION TECH-DEC25	*	162.25		
		12/01/25	37	202512	310-51300-31300			DISSEMINATION SVCS-DEC25	*	512.50		
		12/01/25	37	202512	310-51300-51000			OFFICE SUPPLIES-DEC25	*	2.77		
		12/01/25	37	202512	310-51300-42000			POSTAGE-DEC25	*	6.66		
								GOVERNMENTAL MANAGEMENT SERVICES-CF			4,225.68	000123
12/22/25	00008	12/16/25	12162025	202512	310-51300-11000			SUPERVISOR FEE-12.16.25	*	200.00		
								HYZENS MARC			200.00	000124
12/22/25	00005	12/17/25	13797	202511	310-51300-31500			ATTORNEY SVCS-NOV25	*	2,776.20		
								KILINSKI VAN WYK PLLC			2,776.20	000125
12/22/25	00007	12/16/25	12162025	202512	310-51300-11000			SUPERVISOR FEE-12.16.25	*	200.00		
								MCKINZIE D TERRILL			200.00	000126
12/22/25	00033	12/12/25	12122025	202512	320-53800-43200			586 JACK DR-DEPOSIT	*	309.13		
		12/12/25	12122025	202512	320-53800-43200			232 MEREDITH BLVD-DEPOSIT	*	1,717.78		
		12/12/25	12122025	202512	320-53800-43200			2618 ADELINE AVE-DEPOSIT	*	1,454.10		
		12/12/25	12122025	202512	320-53800-43200			2719 ADELINE AVE-DEPOSIT	*	535.95		
		12/12/25	12122025	202512	320-53800-43200			2818 ADELINE AVE-DEPOSIT	*	8,654.18		
		12/12/25	12122025	202512	320-53800-43200			881 ANDREW ST-DEPOSIT	*	2,860.23		
		12/12/25	12122025	202512	320-53800-43200			1020 LUKE AVE-DEPOSIT	*	285.63		
		12/12/25	12122025	202512	320-53800-43200			1004 LUKE AVE-DEPOSIT	*	285.63		
								WINTER HAVEN WATER DEPARTMENT			16,102.63	000127
								WBRK WILLOWBROOK BOH				

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/22/25	00033	12/05/25	3001-11. 1004 LUKE AVE-NOV25	202511	320	53800	43200			*	35.79		
		12/05/25	4001-11. 881 ANDREW ST-NOV25	202511	320	53800	43200			*	1,113.04		
		12/05/25	6001-11. 1020 LUKE AVE-NOV25	202511	320	53800	43200			*	12.91		
WINTER HAVEN WATER DEPARTMENT												1,161.74	000128
12/29/25	00034	12/22/25	20860 AQUATIC MAINTENANCE-DEC25	202512	320	53800	47000			*	1,775.00		
AQUATIC WEED MANAGEMENT, INC.												1,775.00	000129
1/12/26	00004	12/31/25	00075058 NOT OF RULE DEV 12.23.25	202512	310	51300	48000			*	387.99		
		12/31/25	00075058 NOT OF RULEMAKE 12.30.25	202512	310	51300	48000			*	637.07		
GANNETT MEDIA CORP												1,025.06	000130
1/12/26	00023	1/12/26	01122026 DEBT SVC TSFR S2024 AA1	202601	300	20700	10000			*	190,682.02		
WILLOWBROOK CDD C/O US BANK												190,682.02	000131
1/12/26	00033	1/02/26	3001-12. 1004 LUKE AVE TCT E-DEC25	202512	320	53800	43200			*	40.74		
		1/02/26	4001-12. 881 ANDREW ST TCT F-DEC25	202512	320	53800	43200			*	1,187.17		
		1/02/26	5001-12. 232 MEREDITH BLVD-DEC25	202512	320	53800	43200			*	638.46		
		1/02/26	6001-12. 1020 LUKE AVE TCT B-DEC25	202512	320	53800	43200			*	19.62		
		1/02/26	7001-12. 2818 ADELINE AVE IR-DEC25	202512	320	53800	43200			*	2,025.45		
		1/02/26	7001-12. 586 JACK DR TCT H-DEC25	202512	320	53800	43200			*	78.52		
		1/02/26	8001-12. 2719 ADELINE AVE IR-DEC25	202512	320	53800	43200			*	139.99		
		1/02/26	9001-12. 2618 ADELINE AVE IR-DEC25	202512	320	53800	43200			*	178.97		
WINTER HAVEN WATER DEPARTMENT												4,308.92	000132
TOTAL FOR BANK A											224,232.25		

WBRK WILLOWBROOK BOH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/23/25	00031	12/04/25 1712-12.	202512 320-53800-48400		CONTRACT#41411712-DEC25 NAVITAS CREDIT CORP.	*	1,979.10	1,979.10 080003
12/23/25	00030	10/23/25 1945-10.	202510 320-53800-43100		1275 MARTIN LUTHER-OCT25 TECO	*	3,045.46	3,045.46 080004
12/23/25	00030	10/23/25 1952-10.	202510 320-53800-43100		WILLOWBROOK PH1&2-OCT25 TECO	*	1,997.04	1,997.04 080005
12/23/25	00030	11/21/25 1952-11.	202511 320-53800-43100		WILLOWBROOK PH1&2-NOV25 TECO	*	2,027.00	2,027.00 080006
12/23/25	00030	11/21/25 2181-11.	202511 320-53800-43000		2719 ADELINE AVE-NOV25 TECO	*	293.68	293.68 080007
12/23/25	00030	11/21/25 1945-11.	202511 320-53800-43100		1275 MARTIN LUTHER-NOV25 TECO	*	3,091.14	3,091.14 080008
12/23/25	00030	11/21/25 2140-11.	202511 320-53800-43000		2818 ADELINE AVE-NOV25 TECO	*	292.87	292.87 080009
1/09/26	00031	1/04/26 1712-01.	202601 320-53800-48400		CONTRACT#41411712-JAN26 NAVITAS CREDIT CORP.	*	1,979.10	1,979.10 080010
1/09/26	00030	12/23/25 1945-12.	202512 320-53800-43100		1275 MARTIN LUTHER-DEC25 TECO	*	3,137.51	3,137.51 080011
1/09/26	00030	12/23/25 1952-12.	202512 320-53800-43100		WILLOWBROOK PH1&2-DEC25 TECO	*	2,057.40	2,057.40 080012
1/09/26	00030	12/23/25 2140-12.	202512 320-53800-43000		2818 ADELINE AVE-DEC25 TECO	*	29.36	29.36 080013
1/09/26	00030	12/23/25 2181-12.	202512 320-53800-43000		2719 ADELINE AVE-DEC25 TECO	*	29.36	29.36 080014
TOTAL FOR BANK Z							19,959.02	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
TOTAL FOR REGISTER							244,191.27	

SECTION 2

Willowbrook
Community Development District

Unaudited Financial Reporting
December 31, 2025



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Series 2024 Debt Service Fund</u>
5	<u>Series 2025 Debt Service Fund</u>
6	<u>Series 2024 Capital Projects Fund</u>
7	<u>Series 2025 Capital Projects Fund</u>
8-9	<u>Month to Month</u>
10	<u>Long Term Debt Report</u>
11	<u>Assessment Receipt Schedule</u>

Willowbrook
Community Development District
Combined Balance Sheet
December 31, 2025

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 400,326	\$ -	\$ -	\$ 400,326
Series 2024:				
Reserve	\$ -	\$ 278,869	\$ -	\$ 278,869
Revenue	\$ -	\$ 293,709	\$ -	\$ 293,709
Prepayment	\$ -	\$ 5,285	\$ -	\$ 5,285
Series 2025:				
Reserve	\$ -	\$ 698,068	\$ -	\$ 698,068
Interest	\$ -	\$ 281,630	\$ -	\$ 281,630
Revenue	\$ -	\$ 2,248	\$ -	\$ 2,248
Construction	\$ -	\$ -	\$ 2,917,096	\$ 2,917,096
Cost of Issuance	\$ -	\$ -	\$ 104	\$ 104
Due from General	\$ -	\$ 190,682	\$ -	\$ 190,682
Total Assets	\$ 400,326	\$ 1,750,490	\$ 2,917,200	\$ 5,068,016
Liabilities:				
Accounts Payable	\$ 10,588	\$ -	\$ -	\$ 10,588
Due to Debt Service	\$ 190,682	\$ -	\$ -	\$ 190,682
Retainage Payable	\$ -	\$ -	\$ 77,230	\$ 77,230
Total Liabilities	\$ 201,270	\$ -	\$ 77,230	\$ 278,500
Fund Balance:				
Assigned:				
Debt Service - Series 2024	\$ -	\$ 768,545	\$ -	\$ 768,545
Debt Service - Series 2025	\$ -	\$ 981,945	\$ -	\$ 981,945
Capital Projects - Series 2024	\$ -	\$ -	\$ -	\$ -
Capital Projects - Series 2025	\$ -	\$ -	\$ 2,839,970	\$ 2,839,970
Unassigned	\$ 199,057	\$ -	\$ -	\$ 199,057
Total Fund Balances	\$ 199,057	\$ 1,750,490	\$ 2,839,970	\$ 4,789,516
Total Liabilities & Fund Balance	\$ 400,326	\$ 1,750,490	\$ 2,917,200	\$ 5,068,016

Willowbrook
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2025

	Adopted Budget	Prorated Budget Thru 12/31/25	Actual Thru 12/31/25	Variance
Revenues:				
Assessments - On Roll	\$ 308,651	\$ 232,078	\$ 232,078	\$ -
Assessments - Direct	\$ 58,624	\$ 29,312	\$ 29,312	\$ -
Developer Contributions	\$ 38,530	\$ 37,626	\$ 37,626	\$ -
Interest Income	\$ -	\$ -	\$ 0	\$ 0
Total Revenues	\$ 405,805	\$ 299,017	\$ 299,017	\$ 0
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 12,000	\$ 3,000	\$ 800	\$ 2,200
FICA Expenses	\$ 918	\$ 230	\$ -	\$ 230
Engineering	\$ 7,500	\$ 1,875	\$ -	\$ 1,875
Attorney	\$ 20,000	\$ 5,000	\$ 6,040	\$ (1,040)
Audit	\$ 2,950	\$ -	\$ -	\$ -
Assessment Administration	\$ 6,180	\$ 6,180	\$ 6,180	\$ -
Arbitrage	\$ 900	\$ -	\$ -	\$ -
Reamortization	\$ -	\$ -	\$ 500	\$ (500)
Dissemination	\$ 6,150	\$ 1,538	\$ 1,454	\$ 83
Dissemination Software	\$ 2,500	\$ 2,500	\$ 1,500	\$ 1,000
Trustee Fees	\$ 8,890	\$ 2,831	\$ 2,831	\$ -
Management Fees	\$ 41,200	\$ 10,300	\$ 10,300	\$ 0
Information Technology	\$ 1,947	\$ 487	\$ 487	\$ (0)
Website Maintenance	\$ 1,298	\$ 324	\$ 325	\$ (0)
Postage & Delivery	\$ 500	\$ 125	\$ 62	\$ 63
Insurance	\$ 5,000	\$ 5,000	\$ 5,300	\$ (300)
Printing & Binding	\$ 500	\$ 125	\$ -	\$ 125
Legal Advertising	\$ 5,000	\$ 1,250	\$ 1,351	\$ (101)
Contingency	\$ 1,500	\$ 375	\$ 115	\$ 260
Office Supplies	\$ 625	\$ 156	\$ 6	\$ 151
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 125,733	\$ 41,470	\$ 37,424	\$ 4,046

Willowbrook
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2025

	Adopted Budget	Prorated Budget Thru 12/31/25	Actual Thru 12/31/25	Variance
<i>Operations & Maintenance</i>				
Property Insurance	\$ 7,500	\$ 7,500	\$ 7,839	\$ (339)
Field Management	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Landscape Maintenance	\$ 65,182	\$ 16,296	\$ 13,000	\$ 3,296
Landscape Replacement	\$ 12,500	\$ 3,125	\$ -	\$ 3,125
Streetlights	\$ 27,566	\$ 6,892	\$ 15,356	\$ (8,464)
Electric	\$ 5,000	\$ 1,250	\$ 645	\$ 605
Water & Sewer	\$ 35,000	\$ 8,750	\$ 29,968	\$ (21,218)
Aquatic Maintenance	\$ 6,500	\$ 1,625	\$ 5,325	\$ (3,700)
Irrigation Repairs	\$ 7,500	\$ 1,875	\$ -	\$ 1,875
General Repairs and Maintenance	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Field Contingency	\$ 7,500	\$ 1,875	\$ -	\$ 1,875
Subtotal Operations & Maintenance	\$ 204,248	\$ 56,687	\$ 72,133	\$ (15,446)
<i>Amenity Expenditures</i>				
Amenity - Electric	\$ 8,228	\$ 2,057	\$ -	\$ 2,057
Amenity - Water	\$ 7,472	\$ 1,868	\$ -	\$ 1,868
Playground Expenses	\$ 23,749	\$ 5,937	\$ 5,937	\$ (0)
Internet	\$ 833	\$ 208	\$ -	\$ 208
Pest Control	\$ 240	\$ 60	\$ -	\$ 60
Janitorial Service	\$ 4,902	\$ 1,225	\$ -	\$ 1,225
Amenity Management	\$ 4,167	\$ 1,042	\$ -	\$ 1,042
Security Services	\$ 12,500	\$ 3,125	\$ -	\$ 3,125
Pool Maintenance	\$ 7,900	\$ 1,975	\$ -	\$ 1,975
Amenity Repairs & Maintenance	\$ 3,333	\$ 833	\$ -	\$ 833
Contingency	\$ 2,500	\$ 625	\$ -	\$ 625
Subtotal Amenity Expenditures	\$ 75,824	\$ 18,956	\$ 5,937	\$ 13,019
Total Expenditures	\$ 405,805	\$ 117,113	\$ 115,494	\$ 1,619
Excess (Deficiency) of Revenues over Expenditures	\$ 0		\$ 183,523	
Fund Balance - Beginning	\$ -		\$ 15,534	
Fund Balance - Ending	\$ 0		\$ 199,057	

Willowbrook

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/25	Thru 12/31/25	Variance
Revenues:				
Assessments	\$ 628,550	\$ 419,192	\$ 419,192	\$ -
Interest	\$ 20,813	\$ 1,734	\$ 12,885	\$ 11,151
Total Revenues	\$ 649,363	\$ 420,926	\$ 432,077	\$ 11,151
Expenditures:				
Interest Expense - 11/1	\$ 254,509	\$ 253,079	\$ 253,079	\$ -
Special Call Expense - 11/1	\$ -	\$ -	\$ 960,000	\$ 960,000
Principal Expense - 5/1	\$ 120,000	\$ -	\$ -	\$ -
Interest Expense - 5/1	\$ 254,509	\$ -	\$ -	\$ -
Total Expenditures	\$ 629,019	\$ 253,079	\$ 1,213,079	\$ 960,000
Excess (Deficiency) of Revenues over Expenditures	\$ 20,344		\$ (781,002)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (278,869)	\$ (278,869)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (278,869)	\$ (278,869)
Net Change in Fund Balance	\$ 20,344		\$ (1,059,871)	
Fund Balance - Beginning	\$ 371,608		\$ 1,828,415	
Fund Balance - Ending	\$ 391,952		\$ 768,545	

Willowbrook

Community Development District

Debt Service Fund Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2025

	Adopted Budget	-	Prorated Budget Thru 12/31/25	-	Actual Thru 12/31/25	Variance
Revenues:						
Interest	\$	-	\$	-	\$ 7,215	\$ 7,215
Total Revenues	\$	-	\$	-	\$ 7,215	\$ 7,215
Expenditures:						
Interest Expense - 11/1	\$	-	\$	-	\$ 56,326	\$ 56,326
Total Expenditures	\$	-	\$	-	\$ 56,326	\$ 56,326
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$ (49,111)	
Other Financing Sources/(Uses):						
Transfer In/(Out)	\$	-	\$	-	\$ (4,968)	\$ (4,968)
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$ (4,968)	\$ (4,968)
Net Change in Fund Balance	\$	-			\$ (54,078)	
Fund Balance - Beginning	\$	469,273			\$ 1,036,024	
Fund Balance - Ending	\$	469,273			\$ 981,945	

Willowbrook

Community Development District Capital Projects Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending December 31, 2025

	Adopted	Prorated Budget	Actual		Variance
	Budget	Thru 12/31/25	Thru 12/31/25		
Revenues:					
Interest	\$ -	\$ -	\$ 204		\$ 204
Developer Contributions	\$ -	\$ -	\$ 1,389		\$ 1,389
Total Revenues	\$ -	\$ -	\$ 1,593		\$ 1,593
Expenditures:					
Capital Outlay	\$ -	\$ -	\$ 2,444		\$ (2,444)
Total Expenditures	\$ -	\$ -	\$ 2,444		\$ (2,444)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (851)		
Other Financing Sources/(Uses):					
Transfer In/(Out)	\$ -	\$ -	\$ 278,869		\$ 278,869
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 278,869		\$ 278,869
Net Change in Fund Balance	\$ -		\$ 278,018		
Fund Balance - Beginning	\$ -		\$ (278,018)		
Fund Balance - Ending	\$ -		\$ -		

Willowbrook

Community Development District Capital Projects Fund Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending December 31, 2025

	Adopted Budget	-	Prorated Budget Thru 12/31/25	-	Actual Thru 12/31/25	Variance
Revenues:						
Interest	\$	-	\$	-	\$ 49,962	\$ 49,962
Total Revenues	\$	-	\$	-	\$ 49,962	\$ 49,962
Expenditures:						
Capital Outlay	\$	-	\$	-	\$ 2,696,768	\$ (2,696,768)
Total Expenditures	\$	-	\$	-	\$ 2,696,768	\$ (2,696,768)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$ (2,646,806)	
Other Financing Sources/(Uses):						
Transfer In/(Out)	\$	-	\$	-	\$ 4,968	\$ 4,968
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$ 4,968	\$ 4,968
Net Change in Fund Balance	\$	-			\$ (2,641,838)	
Fund Balance - Beginning	\$	-			\$ 5,481,808	
Fund Balance - Ending	\$	-			\$ 2,839,970	

Willowbrook
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - On Roll	\$ -	\$ 883	\$ 231,195	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 232,078
Assessments - Direct	\$ 29,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,312
Developer Contributions	\$ 33,380	\$ 4,247	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,626
Interest Income	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Total Revenues	\$ 62,692	\$ 5,130	\$ 231,195	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 299,017
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 400	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
FICA Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 3,264	\$ 2,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,040
Audit Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 6,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,180
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reamortization	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Dissemination	\$ 429	\$ 513	\$ 513	\$ -	\$ 429	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,454
Dissemination Software	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
Trustee Fees	\$ 2,831	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,831
Management Fees	\$ 3,433	\$ 3,433	\$ 3,433	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,300
Information Technology	\$ 162	\$ 162	\$ 162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 487
Website Maintenance	\$ 108	\$ 108	\$ 108	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325
Postage & Delivery	\$ 27	\$ 28	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62
Insurance	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ 326	\$ 1,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,351
Contingency	\$ 38	\$ 38	\$ 38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115
Office Supplies	\$ 0	\$ 3	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 22,448	\$ 9,287	\$ 5,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,424

Willowbrook
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operations & Maintenance</i>													
Property Insurance	\$ 7,839	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,839
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,000
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ -	\$ 587	\$ 59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 645
Streetlights	\$ 5,043	\$ 5,118	\$ 5,195	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,356
Water & Sewer	\$ 8,394	\$ 1,162	\$ 20,412	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,968
Aquatic Maintenance	\$ 1,775	\$ 1,775	\$ 1,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,325
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operations & Maintenance	\$ 36,051	\$ 8,641	\$ 27,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,133
<i>Amenity Expenditures</i>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Expenses	\$ 1,979	\$ 1,979	\$ 1,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,937
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Amenity Expenditures	\$ 1,979	\$ 1,979	\$ 1,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,937
Total Expenditures	\$ 60,478	\$ 19,908	\$ 35,108	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,494
Excess (Deficiency) of Revenues over Expenditures	\$ 4,193	\$ (12,799)	\$ 198,066	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 183,523

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	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$278,869	
Reserve Fund Balance	\$278,869	
Bonds Outstanding - 05/20/2024		\$8,900,000
Special Call Expense - 08/01/25		(\$50,000)
Special Call Expense - 11/01/25		(\$960,000)
Current Bonds Outstanding		\$7,890,000

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

WILLOWBROOK
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2026

ON ROLL ASSESSMENTS

Gross Assessments \$ 331,881.84 \$ 599,461.95 \$ 931,343.79
Net Assessments \$ 308,650.11 \$ 557,499.61 \$ 866,149.72

35.63% 64.37% 100.00%

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	General Fund	2024 AA1 Debt Service	Total
11/26/25	11/08-11/15/25	\$2,634.41	(\$105.37)	(\$50.58)	\$0.00	\$2,478.46	\$883.19	\$1,595.27	\$2,478.46
12/08/25	11/16-11/25/25	\$384,623.86	(\$15,384.02)	(\$7,384.80)	\$0.00	\$361,855.04	\$128,946.06	\$232,908.98	\$361,855.04
12/08/25	INV# 4652360 & 4652361	(\$9,313.44)	\$0.00	\$0.00	\$0.00	(\$9,313.44)	(\$3,318.82)	(\$5,994.62)	(\$9,313.44)
12/19/25	11/26-11/30/25	\$2,634.41	(\$105.37)	(\$50.58)	\$0.00	\$2,478.46	\$883.19	\$1,595.27	\$2,478.46
12/31/25	12/01-12/15/25	\$312,257.44	(\$12,490.72)	(\$5,995.33)	\$0.00	\$293,771.39	\$104,684.64	\$189,086.75	\$293,771.39
TOTAL		\$ 692,836.68	\$ (28,085.48)	\$ (13,481.29)	\$ -	\$ 651,269.91	\$ 232,078.26	\$ 419,191.65	\$ 651,269.91

75%	Net Percent Collected
\$214,879.81	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

KRPC WILLOWBROOK 2026-01						Net Assessments	\$ 58,624.03	\$ 58,624.03
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Amt Received General Fund			
10/8/25	10/1/25	5247	\$ 29,312.01	\$ 29,312.01	\$ 29,312.01			
	2/1/26		\$ 14,656.01		\$ -			
	5/1/26		\$ 14,656.01		\$ -			
			\$ 58,624.03	\$ 29,312.01	\$ 29,312.01			