

*Willow Creek II*  
*Community Development District*

*Agenda*

*August 12, 2025*

# AGENDA

# *Willow Creek II*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

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

### **UPDATED AGENDA**

August 5, 2025

Board of Supervisors  
Willow Creek II  
Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Willow Creek II Community Development District will be held **Tuesday, August 12, 2025 at 1:30 p.m. at the Willow Creek Amenity Center, 1756 Pecorino Ct., Titusville, FL 32780**. Following is the advance agenda for the meeting:

#### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Consideration of Resolution 2025-36 Appointing District Manager
  - B. Consideration of Resolution 2025-37 Re-Designating Primary Administrative Office, Principal Headquarters and District Records Office
  - C. Consideration of Resolution 2025-38 Re-Designating Registered Agent and Office
  - D. Consideration of Resolution 2025-39 Removing and Appointing Officers
4. Approval of Minutes of the May 13, 2025 Board of Supervisors Meeting
5. Public Hearings
  - A. Public Hearing on the Adoption of the Fiscal Year 2025 Budget
  - B. Public Hearing on the Adoption of the Fiscal Year 2026 Budget
    - i. Consideration of Resolution 2025-40 Adopting the Fiscal Year 2025 and Fiscal Year 2026 Budgets and Relating to the Annual Appropriations
    - ii. Consideration of Fiscal Year 2025 and Fiscal Year 2026 Developer Funding Agreement
6. District Goals and Objectives
  - A. Adoption of Fiscal Year 2025 Goals and Objectives
  - B. Adoption of Fiscal Year 2026 Goals and Objectives
7. Ratification of Acquisition of Verona Village C Phase 1 - Roads, Sewer, and Stormwater Improvements
8. **Ratification of Acquisition of Verona Village C Phase 1 - Potable Water Improvements – ADDED**
9. **Ratification of Acquisition Agreement with KB Home Orlando, LLC – ADDED**
10. Appointment of Audit Committee and Chairman

11. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report – ADDED**
    - i. Consideration of Proposals for Pressure Washing**
      - 1. Beacon Cleaning**
      - 2. Cape Coast Pressure Cleaning**
      - 3. Kenneth Horn's Roof Cleaning & Pressure Cleaning Services**
    - ii. Consideration of Proposal for Fountain Replacement from SOLitude Lake Management**
    - iii. Consideration of Proposal for Tree Trimming from Weber Environmental Services**
  - D. District Manager's Report
    - i. Approval of Fiscal Year 2026 Meeting Schedule
12. Financial Reports
  - A. Approval of Funding Requests #5-8
  - B. Balance Sheet and Income Statement
13. Supervisor's Requests
14. Adjournment

#### **Audit Committee Meeting**

1. Roll Call
2. Public Comment Period
3. Audit Services
  - A. Approval of Request for Proposals and Selection Criteria
  - B. Approval of Notice of Request for Proposals for Audit Services
  - C. Public Announcement of Opportunity to Provide Audit Services
4. Adjournment

Sincerely,

*Jeremy LeBrun*

Jeremy LeBrun  
District Manager



# BOARD OF SUPERVISORS MEETING

## SECTION 3

# SECTION A

**RESOLUTION 2025-36**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT APPOINTING A DISTRICT MANAGER; APPOINTING A METHODOLOGY CONSULTANT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 190.007(1), *Florida Statutes*, the Board of Supervisors of the District (the “Board”) desires to employ and fix compensation of a District Manager; and

**WHEREAS**, the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

**WHEREAS**, the Board has determined that the appointment of a Methodology Consultant is necessary, appropriate and in the District’s best interests; and

**WHEREAS**, the Board desires to appoint a District Manager and Methodology Consultant and to provide compensation for their services.

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

**SECTION 1.** Governmental Management Services – Central Florida, LLC is appointed as District Manager and Methodology Consultant and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A**, which is hereby approved.

**SECTION 2.** This authorization shall be continuing in nature until revoked by the District.

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

**PASSED AND ADOPTED** this 12<sup>th</sup> day of August 2025.

ATTEST:

**WILLOW CREEK II COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chairperson / Vice Chairperson,  
Board of Supervisors

**Exhibit A:**  
District Manager Agreement

## **AGREEMENT FOR DISTRICT MANAGEMENT SERVICES**

This Agreement for District Management Services (“**Agreement**”) is effective as of May 1, 2025 (“**Effective Date**”), by and between:

**WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Titusville, Florida whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”); and

**GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL FLORIDA, LLC**, a Florida limited liability company, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 (“**Manager**” or “**GMS-CF**,” together with District, “**Parties**”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted in the City of Titusville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District and Governmental Management Services-South Florida, LLC (“**GMS-SF**”), previously entered into an agreement for the provision of district management services, dated January 14, 2025 (“**Original Agreement**”); and

**WHEREAS**, this Agreement supersedes and replaces, in its entirety, the Original Agreement, which **GMS-CF** has acknowledged in its Acknowledgement attached hereto; and

**WHEREAS**, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (“**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

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

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

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

**SECTION 2. SCOPE OF SERVICES.** Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

### SECTION 3. FEES AND TERMS OF SERVICES; TERM.

A. All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

B. The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget ("**Annual Budget**") approved by the Board of Supervisors of the District ("**Board**"). All invoices are due and payable when received.

C. The initial term of this Agreement commences on May 1, 2025, and continues until September 30, 2025, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30<sup>th</sup> of the following year) of the District, unless otherwise terminated by either Party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Annual Budget.

### SECTION 4. INDEMNIFICATION.

A. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

B. The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the Manager's failure to perform under this Agreement or at law, or the negligent, reckless, or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

**SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 6. TERMINATION.**

**A.** This Agreement may be terminated as follows: (1) By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any reason, upon 60 days written notice.

**B.** Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager; and (2) the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

**SECTION 7. SUCCESSORS; ASSIGNMENT.** The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 8. NOTICES.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

**A. If to District:** Willow Creek II Community Development District  
c/o Governmental Management Services-Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager, Jeremy LeBrun  
[JLeBrun@gmscfl.com](mailto:JLeBrun@gmscfl.com)

**With a copy to:** Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel, Jennifer Kilinski  
[jennifer@cddlwayers.com](mailto:jennifer@cddlwayers.com)  
&  
Patrick Collins  
[patrick@cddlwayers.com](mailto:patrick@cddlwayers.com)



**B. If to Manager:** Governmental Management Services-Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager, Jeremy LeBrun  
[JLeBrun@gmscfl.com](mailto:JLeBrun@gmscfl.com)

**With copies to:** Governmental Management Services-Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: President, Darrin Mossing  
[DMossing@gmstnn.com](mailto:DMossing@gmstnn.com)

Governmental Management Services-Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: Chief Operating Officer, Keith Nelson  
[KNelson@gmscfl.com](mailto:KNelson@gmscfl.com)

Governmental Management Services-Central Florida,  
LLC  
699 North Federal Highway, Suite 300  
Fort Lauderdale, Florida 33304  
Attn: Kurt Zimmerman, Registered Agent  
[kurt@zimmermanlaw.com](mailto:kurt@zimmermanlaw.com)

**SECTION 9. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Brevard County, Florida.

**SECTION 10. E-VERIFY REQUIREMENTS.** The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does

not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 11. SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

**SECTION 12. AMENDMENTS.** Any amendment or change to this Agreement shall be in writing and executed by all Parties.

**SECTION 13. ACKNOWLEDGEMENT.** The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

**SECTION 14. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. The Parties hereby acknowledges that the Original Agreement is terminated and replaced in its entirety by the execution of this Agreement. **GMS-SF** also acknowledges that the Original Agreement is terminated and replaced in its entirety by the execution of this Agreement pursuant to its Acknowledgement attached hereto.

**SECTION 15. INSURANCE.** The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) *	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
<i>Covering owned, non-owned, and hired</i>	

*vehicles*

*\*Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insured, on a primary non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Manager, Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Manager acknowledges that, pursuant to Section 287.058(c), Florida Statutes, the District may unilaterally cancel this Agreement if the Manager refuses to allow public access to all documents, papers, letters, or other material made or received by the Manager in conjunction with this Agreement, unless such records are exempt under Florida law. Manager acknowledges that the designated Public Records Custodian for the District is **Jeremy LeBrun**.

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 344-4844, INFO@GMSFCL.COM WITH A COPY TO**

**JLEBRUN@GMSCFL.COM, 219 E. LIVINGSTON STREET,  
ORLANDO, FLORIDA 32801.**

**SECTION 17. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 20. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 21. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** If applicable, the Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 22. SCRUTINIZED COMPANIES STATEMENT.** In accordance with Section 287.135, Florida Statutes, Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, Florida Statutes, and in the event such status changes, Manager shall immediately notify the District. If Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that

Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Manager agrees to execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with section 787.06(13), *Florida Statutes*.


**SECTION 24. MUNICIPAL ADVISOR STATEMENT.** The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the Effective Date.

**Attest:**

**WILLOW CREEK II COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
  
87D38659F55A4C5...  
Secretary / Assistant Secretary  
Board Of Supervisors

Andressa Hinz Philippi  
Print Name

Signed by:  
  
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By: \_\_\_\_\_

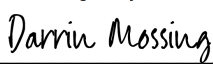
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Its: Chair  
Chairperson/Vice Chairperson,  
Board of Supervisors

**GOVERNMENTAL MANAGEMENT  
SERVICES-CENTRAL FLORIDA, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

DocuSigned by:  
  
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By: \_\_\_\_\_

Print: Darrin Mossing

Its: President

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit

**ACKNOWLEDGMENT OF GOVERNMENTAL MANAGEMENT SERVICES-SOUTH  
FLORIDA, LLC SIGNATURE PAGE**

The undersigned hereby acknowledges that the District Management Agreement, dated January 14, 2025, each by and between the Willow Creek II Community Development District (the “**District**”) and the undersigned (collectively, the “**Original Agreement**”), is terminated and replaced in its entirety upon the execution of the Agreement for District Management Services by and between the District and Governmental Management Services-Central Florida, LLC, dated the Effective Date thereof (“**Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings as defined in the Agreement.

**GOVERNMENTAL MANAGEMENT  
SERVICES-SOUTH FLORIDA, LLC**

\_\_\_\_\_  
Witness

DocuSigned by:  
By: *Darrin Mossing*  
3CA8C8D20A734E6...  
Darrin Mossing, President

Date: 2025-05-19

**EXHIBIT A**  
**SCOPE OF SERVICES**

**GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING  
SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

**Meetings, Hearings, Workshops, Etc.**

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

**Records**

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.

**District Operations**

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.



- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
  - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
  - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  - Provide the regular meeting schedule of the Board to County.
  - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
  - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
  - Transmit Public Facilities Report and related updates to appropriate agencies.
  - Prepare and file annual public depositor report.

#### **Accounting and Reporting**

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.

#### **Audits**

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

### **Budgeting**

- The Manager will prepare and provide for a proposed budget for Board approval and submission to the City and County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

### **Capital Program Administration**

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

### **Maintenance Contract Administration**

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A. The parties further understand and recognize that the scope and number of contracts to be administered under said fee may be limited and/or multiple fees may be required. Any Maintenance Contract Administration shall be by separate agreement between the parties.

## **FINANCIAL SERVICES**

### **Assessments & Revenue Collection**

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.

- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

### **DISTRICT RESPONSIBILITIES**

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

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**EXHIBIT B**  
**SCHEDULE OF FEES**

**STANDARD ON-GOING SERVICES (“SERVICES”):** These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

**1. DISTRICT MANAGEMENT SERVICES:**

Services Description	Fiscal Year 2025 GMS Fees **
<b>Management, Administrative, and Accounting Services</b> <ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments (plus reimbursables)</li> <li>Our Agreement contemplates up to 12 meetings and 1 workshop annually</li> </ul>	<b>\$36,000</b>
<b>Annual Assessment Administration</b> <ul style="list-style-type: none"> <li>(Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector)</li> </ul>	<b>\$2,500</b>
<b>Information Technology Fees, Computer System Rental, &amp; Annual Website Maintenance</b> <ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments</li> <li>(Does not include cost of creation of ADA compliant website, if applicable)</li> </ul>	<b>\$3,000</b>
<b>Dissemination Agent Services</b> <ul style="list-style-type: none"> <li>Annual Fee for 1st Bond Issuance (\$1,000 for each additional series of Bonds)</li> </ul>	<b>\$2,500</b>
<b>Field Operations Management</b> <ul style="list-style-type: none"> <li>The Field Operations Manager is an onsite part-time position.</li> <li>Monthly On-Site Inspections and Vendor Coordination.</li> <li>Annual Fee paid in equal monthly payments.</li> </ul>	<b>\$13,000</b>
<b>Fiscal Year 2025 GMS Fees</b>	<b>\$57,000</b>

**2. OTHER FEES SCHEDULE:**

<b>Item</b>	<b>Cost</b>
<b>Agenda Package Hardcopy (if Applicable)</b>	<b>\$2.50 per regular Agenda Mtg.</b>
<b>Copy</b>	<b>\$0.15 / black and white page</b>
<b>Binders, Envelopes, Storage Boxes, and other Office Supplies</b>	<b>Actual Cost</b>
<b>USPS / FedEx / UPS</b>	<b>Actual Cost</b>
<b>Conference Calls</b>	<b>Actual Cost</b>
<b>Offsite Physical Records Storage and Archival</b>	<b>\$50.00 / Month</b>
<b>Additional Services Available:</b>	<b>Cost</b>
<b>Other Services **</b> <ul style="list-style-type: none"> <li>• New Bond Issuance Cost (per bond issue)</li> <li>• Refinance Bond Issuance Cost (per bond issue)</li> <li>• Debt Service Assessment Methodology Preparation</li> <li>• SERC Preparation &amp; Assistance w/ Petition</li> <li>• Prepaid Estoppel Letter – One Lot</li> <li>• Prepaid Estoppel Letter – Multiple Lots</li> <li>• Prepaid Estoppel Letter – Partial Payoffs</li> <li>• Annual Construction Accounting Fee (while active)</li> </ul>	<b>\$25,000</b> <b>\$15,000</b> <b>\$20,000</b> <b>\$5,000</b> <b>\$100</b> <b>\$250</b> <b>\$500</b> <b>\$2,500</b>
<b>Extended or Extra Board Meetings:</b> <ul style="list-style-type: none"> <li>• Any extra meeting(s) or meeting duration exceeding a 3-hour duration may be charged a meeting overage fee.</li> </ul>	<b>\$250/hr.</b>
<b>Additional Services:</b> <ul style="list-style-type: none"> <li>• All other requested items not specifically denoted in Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District.</li> </ul>	<b>To Be Negotiated</b>

Item	Cost
<p><b>Standard Hourly Rates:</b></p> <ul style="list-style-type: none"> <li>The Hourly rate for the District Manager is \$175/Hour.</li> <li>The Hourly rate for the District Accountant is \$125/Hour.</li> <li>The Hourly rate for the Field Supervisor is \$100/Hour.</li> <li>The Hourly rate for the District Administrative Assistant is \$80/Hour.</li> </ul>	<p><b>As Defined</b></p>
<p><b>Out-of-Pocket Reimbursable Expenses</b></p> <ul style="list-style-type: none"> <li>Reimbursable expenses to be itemized on invoicing each month.</li> <li>Written pre-approval from the District Manager or District must be included for any recruiting or other reimbursable expenses over \$2,000.00 a month.</li> </ul>	<p><b>At GMS Standard Rate or Costs</b></p>
<p><b>Public Records Requests:</b></p> <ul style="list-style-type: none"> <li>Public Records request will be charged to the person making the request at fees allowable by law. These amounts will be reimbursed to GMS-CF by the District at the same rate.</li> </ul>	<p><b>As Defined</b></p>
<p><b>** For Fiscal Year 2025, with dates effective October 1st, 2024, through September 30th, 2025, the GMS fees are reflected in the Adopted 2025 Budget.</b></p>	

## EXHIBIT C

### CERTIFICATE OF INSURANCE

ACORD		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)		
				04/24/2025		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>						
<p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
<b>PRODUCER</b> Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220		<b>CONTACT NAME:</b> Holly Howe <b>PHONE (A/C, No, Ext):</b> (904) 262-8080 <b>FAX (A/C, No):</b> (904) 262-1444 <b>E-MAIL ADDRESS:</b> holly@zelenrisk.com				
<b>INSURED</b> Governmental Management Services-Central Florida, LLC 1001 Bradford Way Kingston TN 37763-3146		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>		
		<b>INSURER A:</b> Northfield Insurance Company				
		<b>INSURER B:</b>				
		<b>INSURER C:</b>				
		<b>INSURER D:</b>				
<b>INSURER E:</b>						
<b>INSURER F:</b>						
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
<b>INSR LTR</b>	<b>TYPE OF INSURANCE</b>	<b>ADDL SUBR INSR WVD</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF (MM/DD/YYYY)</b>	<b>POLICY EXP (MM/DD/YYYY)</b>	<b>LIMITS</b>
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		WS623406	09/02/2024	09/02/2025	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					
	DED <input type="checkbox"/> RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</b> Certificate holder is additional insured with respect to the general liability when required by written contract.						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
Willow Creek II CDD 219 E Livingston St  Orlando, FL 32801			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Vicky M. Zelen</i> <HH>			
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**EXHIBIT D**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, Kelly Adams, as Director of Human Resources, on behalf of Governmental Management Services – Central Florida, LLC (the "Manager"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

**Manager: Governmental Management Services –  
Central Florida LLC**

By: Kelly Adams

Name: Kelly Adams

Title Director of Human Resources:

Date: 12/6/2024

STATE OF ~~FLORIDA~~ Tennessee  
COUNTY OF Roane

SWORN TO AND SUBSCRIBED before me ☒ physical presence or ☐ remote notarization by  
Amanda Jones, as \_\_\_\_\_, of \_\_\_\_\_, who is ☒  
personally known to me or ☐ who produced \_\_\_\_\_ as identification this 6 day of  
December, 2024.

(Notary Seal)

Amanda Jones  
Notary Public



## SECTION B

## **RESOLUTION 2025-37**

### **A RESOLUTION BY THE BOARD OF SUPERVISORS OF WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; RE-DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the District also desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

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

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 219 E. Livingston Street, Orlando, Florida 32801.

**SECTION 2.** The District’s principal headquarters for the purpose of establishing proper venue are in Brevard County, Florida.

**SECTION 3.** The District’s local records office shall be located at 1756 Pecorino Court, Titusville, Florida 32780.

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

*[Signatures on following page]*

**PASSED AND ADOPTED** this 12<sup>th</sup> day of August 2025.

ATTEST:

**WILLOW CREEK II COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson / Vice Chairperson  
Board of Supervisors

# SECTION C

**RESOLUTION 2025-38**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Willow Creek II Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within The City of Titusville, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Governmental Management Services – Central Florida, LLC is hereby designated as the Registered Agent for the Willow Creek II Community Development District.

**SECTION 2.** The District’s Registered Office shall be located at 219 E. Livingston Street, Orlando, Florida 32801.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Brevard County and the Florida Department of Commerce.

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

**PASSED AND ADOPTED** this 12<sup>th</sup> day of August 2025.

ATTEST:

**WILLOW CREEK II COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson / Vice Chairperson  
Board of Supervisors

# SECTION D

**RESOLUTION 2025-39**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Willow Creek II Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Titusville, Florida; and

**WHEREAS**, in connection with the appointment of a new District Manager, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

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

**SECTION 1.** The following are appointed as Officers of the District:

**District Manager Officers:**

<u>Patti Powers</u>	<u>is appointed Treasurer;</u>
<u>Jill Burns</u>	<u>is appointed Assistant Treasurer;</u>
<u>Jeremy LeBrun</u>	<u>is appointed Secretary; and</u>
<u>George Flint</u>	<u>are appointed Assistant Secretaries.</u>

**Board Member Officers:**

<u>Steve McConn</u>	<u>is appointed Chairperson;</u>
<u>Casey Dare</u>	<u>is appointed Vice Chairperson;</u>
<u>Jeff Myers</u>	<u>is appointed Assistant Secretary;</u>
<u>Stephen White</u>	<u>is appointed Assistant Secretary; and</u>
<u>Paul Thomas</u>	<u>is appointed Assistant Secretary.</u>

**SECTION 2.** Any Officer who is a past or present employee of Governmental Management Services – South Florida, LLC, is removed without further action of the Board.

**SECTION 3.** This Resolution supersedes any prior appointments made by the Board.

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

**PASSED AND ADOPTED** this 12<sup>th</sup> day of August 2025.

ATTEST:

**WILLOW CREEK II COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson / Vice Chairperson  
Board of Supervisors



## SECTION 4

**MINUTES OF MEETING  
WILLOW CREEK II  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Willow Creek II Community Development District was held on Tuesday, May 13, 2025 at 1:30 p.m. at the Willow Creek Amenity Center, 1756 Pecorino Court, Titusville, Florida.

Present and constituting a quorum were:

Stephen White  
Jeff Myers  
Paul Thomas

Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Jeremy LeBrun  
Nicole Corbin  
Andressa Hinz Philippi  
Rodney Honeycutt  
Patrick Collins  
Lauren Gentry  
Several Residents

District Manager  
Governmental Management Services  
Governmental Management Services (by phone)  
District Engineer  
District Counsel (by phone)  
District Counsel (by phone)

**FIRST ORDER OF BUSINESS**

**Oath of Office for Mr. Casey Dare**

Mr. LeBrun: Mr. Dare is not here today so we cannot administer the oath of office.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Mr. LeBrun called the meeting to order and called the roll.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the  
March 11, 2025 Meeting**

Mr. LeBrun: Next you have the approval of the minutes of the March 11, 2025 meeting and those were circulated in your agenda packages, I'll be happy to take any questions or revisions, if not, we just need a motion to approve.

On MOTION by Mr. Myers seconded by Mr. Thomas with all in favor, the Minutes of the March 11, 2025 Meeting were approved.
--

**FOURTH ORDER OF BUSINESS****Consideration of:****A. Resolution #2025-35 Approving the Proposed Fiscal Year 2025/2026 Budget and Setting the Public Hearing**

Mr. LeBrun: That brings us down to item No. 4A, resolution #2025-35 approving the proposed fiscal year 2025/2026 budget and setting the public hearing. So, this resolution is having the Board approve a proposed budget for fiscal year 2026 and it sets that hearing. Staff would recommend setting the hearing date for your August meeting which is August 12th, at the same time and same location, if that's ok with the Board that's the suggestion. Then similar to the last Board meeting that most of the Board members were in, I'll just go through the budget for Willow Creek II, and if you have any questions or comments, I'll be happy to answer any those and staff is on the call as well. If you go to page 1 of the budget which is page 25 of your PDF, you'll see you have your revenues, you see there the revenues that are anticipated for the District with the developer contribution and the interlocal agreement, revenue as projected from Willow Creek I, and you'll see that listed there. Under your expenditures you'll see your administrative budget, that details the administrative costs to operate the District. Your field expenditures, I'm at the bottom of page 1 on the budget, that lists all those field expenditures that are projected for fiscal year 2026. Pretty similar to the current year, some adjustments were made based on actuals and other data that staff collected. If you go down to page 2 of the budget you'll see your amenity, and those are all listed under Willow Creek II, those are the amenity expenditures which are detailed there. The adopted budget is on the left column, and the proposed budget is on the right column so you can kind of compare year to year. On page 3 of the budget, you'll see that breakdown that shows the percent of cost share allocation based on the interlocal agreement, 23.91% coming from Willow Creek I, so you'll see that broken out there line by line. Starting on page 5 you'll have the narrative which explains all the different line items within the budget, very helpful for residents to know what each line item details. That's pretty overall a generic run through, and I'll be happy to take any questions on that Willow Creek II budget and the Board can still make changes all the way through the August hearing, you just can't raise the budget so this kind of sets the ceiling where you accept this proposed fiscal year 2026 budget. Are there any questions from the Board members? If not, we just need a motion to approve resolution #2025-35 approving the proposed fiscal year 2026 budget and set that public hearing.

On MOTION by Mr. Myers seconded by Mr. Thomas with all in favor, Resolution #2025-35 approving the proposed Fiscal Year 2025/2026 Budget and Setting the Public Hearing on August 12, 2025 at 1:30 p.m. at 1756 Pecorino Court, Titusville, Florida was approved.

Mr. LeBrun: Staff will advertise that hearing per State Statute and we'll plan for that August 12th meeting to adopt that fiscal year 2026 budget.

**B. Agreement for District Management Services with Governmental Management Services – Central Florida, LLC**

Mr. LeBrun: Next we have item No 4B, the agreement for District management services with Governmental Management Services – Central Florida, similar to the previous Board meeting that everyone was here for I believe. This is transferring District management services from GMS – South Florida to GMS – Central Florida. The main reason is for the geography of the office, I live in Brevard so geographically it made more sense for Central Florida to take over this District. Counsel has help draft and reviewed the document, and they're also on the call for any questions. Patrick or Lauren anything you want to add for this one?

Mr. Collins: No, nothing further.

On MOTION by Mr. Myers seconded by Mr. White with all in favor, accepting the agreement for District Management Services with Governmental Management Services – Central Florida, LLC was approved.

**C. District Engineering Services Agreement with Honeycutt & Associates, Inc.**

Mr. LeBrun: Alright, that brings us down to item No. 4C, District engineering services agreement, we do have Rodney here with us, I didn't know if there was anything you wanted to discuss with the Board but, it's essentially approving District engineering services with Rodney Honeycutt. Counsel, do you have anything to add on the record?

Mr. Collins: The only thing I would mention is this agreement is virtually identical to the interim form of agreement that this Board previously approved back in January, the only change and I'll let Rodney speak to this if he wishes was to cap the Errors and Omissions policy limit to \$2 million per policy year. That would be the only change and we don't have an issue with that from our end but, just so the Board is aware.

Mr. LeBrun: Any questions for Rodney?

Mr. Myers: No.

Mr. LeBrun: We would just need a motion to approve.

On MOTION by Mr. Myers seconded by Mr. White with all in favor, accepting the agreement with Honeycutt & Associates, Inc. to serve as District Engineer was approved.

## **FIFTH ORDER OF BUSINESS**

### **Approval of Proposals:**

#### **A. Key FOB Addition with Strada**

Mr. LeBrun: That brings us to item No. 5A, key FOB addition with Strada which was discussed previously and we'll have the Willow Creek II Board actually approve these next items under item No. 5. Do you just want to give a quick rundown again for Strada?

Ms. Corbin: Yes, the proposal for \$4,880 is for the additional key FOBs for the gate and the door.

On MOTION by Mr. Myers seconded by Mr. White with all in favor, accepting the key FOB addition with Strada for a total amount of \$4,880 was approved.

#### **B. Landscape Maintenance Proposals Summary**

##### **1) BrightView Landscape Services**

##### **2) Top Notch**

##### **3) Robertson's**

Mr. LeBrun: Alright, item No. 5B, is our landscape maintenance proposals, and there was some discussion at the previous Willow Creek I meeting. The Board will actually take action during this portion for the landscape maintenance proposals, so if the Board wants to continue the discussion we can, or if there's a consensus we can start with that.

Mr. Myers: Yes, I mean I think that looking at Top Notch is just \$50,000 more and the budget just doesn't support that. With BrightView, I think honestly we would end up in the same boat that we're in with Weber, even though they say they're local, I don't know how local they are.

Ms. Corbin: I do know they have the office in Melbourne.

Mr. White: I think for me it's the sheer fact of the customers satisfaction with having everything done at once, there's no question when they do the pond.

Mr. Myers: Right, and in BrightView's defense, when I rode with them and Nicole we did discuss dialing back the cuts, just purely to see what that would look like budget-wise, I have to imagine

if they added in and they made it 38 a piece, it would probably be fairly consistent or close to Robertson's, it's hard for me to look at their price per plant at \$4.00 and Robertson's is \$0.80 a plant, like that's a dramatic difference, and especially if we're going to have to have Robertson's potentially change plants, if things die especially while we're selling here. I would rather have access to a lot cheaper plants than \$4.00 per plant, and they're basically delivering on the same mulch schedule because that was confirmed to be twice a year, their price per yard for mulch is \$45 compared to \$60 at Top Notch and \$68 at BrightView.

Ms. Corbin: Well, I think it would actually be cheaper with the twice a year.

Mr. Myers: So, they would probably give us a cheaper option, yes, so that's my main thought behind Robertson's and they're local.

Ms. Corbin: Yes, and when I reached out to the company, it was within like a day or two she got in contact with me, came out a day later to look at everything and do a drive through with me because it was like a week after we drove through that I contacted her, and she was the last one to get the information but I think she was the first one to send me a proposal.

Mr. Myers: And riding with BrightView and riding with Top Notch, I liked what Top Notch had said in their mindset, but I can't get over a \$50,000 difference, and I don't want to riddle residents with a \$50,000 difference when I think at least looking at both proposals, I think we can get the same.

Mr. LeBrun: So, typically what best practice is, we would need a motion to direct staff and either the Chairman or Vice Chairman and counsel to work with, if you're going to go with Robertson's to negotiate an agreement, make sure they're ok with everything, and meet all the CDD's requirements for public records, and then once they sign on to that, then give District manager the authority to terminate the current agreement that you have with Weber so that way there's a seamless transition. That's usually how it typically goes, counsel did you have any other ideas on the process for bringing on Robertson's and then noticing to terminate Weber?

Mr. Collins: No, as long as the Board's motion incorporates both the termination and preparation of the new agreement, we should be ok.

Mr. White: The only thing, I'm trying to find out in regards to fertilizers 4 times a year with Robertson's.

Ms. Corbin: Yes.

Mr. White: So, 4 times a year and then what was it with BrightView, do you remember?

Ms. Corbin: BrightView was 3 times a year, yes, turf & shrubs 3 times a year, so 1 more time a year with Robertson's.

Mr. White: Ok.

Mr. Myers: Now the question that I have on here, so we're under the same impression, this \$18,000 for mulch, is that \$18,000 twice a year?

Mr. White: It only says once for \$18,000.

Ms. Corbin: It's \$18,000 for two times a year.

Mr. White: Ok.

Ms. Corbin: Because basically the way Robertson's does it is they're saying it's \$16,000 a month with a 12-month contract and that includes all that stuff.

Mr. White: Ok.

Ms. Corbin: So basically, we're prepaying for it, versus saying, hey we need mulch right now we'll put a proposal together.

Mr. White: Ok, so if we say we need some in July, they'll come do that section and it's already taken care of?

Ms. Corbin: Yes, and if we need additional, we can do the same thing we do now just do an additional proposal.

Mr. White: Ok, that makes sense.

Mr. Myers: Ok.

Mr. LeBrun: Is there a consensus for Robertson's is that what I'm hearing?

Mr. Myers: Yes.

Mr. LeBrun: Ok, so if everybody is kind of leaning towards that we can just do a motion to delegate authority to staff, and then the Chairman or Vice Chairman can negotiate an agreement with Robertson's and upon successful acceptance of that agreement, then the motion including allowing to terminate the current landscape vendor based on the landscape agreement which is 30 days termination.

Mr. Myers: Perfect.

<p>On MOTION by Mr. Myers seconded by Mr. White with all in favor, accepting the proposal from Robertson's and authorizing staff to negotiate and draft an agreement and also terminating the current landscape vendor, Weber, and authorizing the proper District officials to execute the document with the Chairman or Vice Chairman was approved.</p>
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## SIXTH ORDER OF BUSINESS

### Staff Reports

Mr. LeBrun: Next up is staff reports. Patrick, anything to report?

**A. Attorney**

Mr. Collins: The only thing I wanted to mention is we do have our bond validation hearing scheduled for the 19th which is next Monday, so looking forward to a successful hearing pending no appeals, then 30 days thereafter we will be good to go to begin our bond issuance.

Mr. LeBrun: Any questions for Patrick?

Mr. Myers: No questions.

**B. Engineer**

Mr. LeBrun: That brings us to our engineer.

Mr. Honeycutt: Patrick, do I need to be on website for that?

Mr. Collins: Yes, that would actually be very helpful. I will send you the link and any information you'll need that day, and it will just be the same way we're doing teams now, so that's next Monday after 1:00 p.m., so I'll send that to you after this.

Mr. Honeycutt: Thank you.

Mr. LeBrun: Any questions for Rodney?

**C. Manager**

Mr. LeBrun: Moving down to District manager, so once again, I'm Jeremy from GMS – Central Florida. I'll send out my email and contact everybody so you have my cell phone, email and all that, and like I said previously, you might get the meeting invites and other things through a different person, so just be on the lookout for that if you see a GMS employee that you may not recognize but, I'll make you guys have a heads up of what to expect and we'll get your email addresses sorted out for those calendar invites. That's it unless you have any questions for me.

**SEVENTH ORDER OF BUSINESS**

**Financial Reports**

**A. Approval of Invoices/Funding Request #3 & #4**

Mr. LeBrun: The next item is our financial reports, which is on page 121 of your PDF. You have the approval of the invoices and the funding requests. So, you'll see on page 121 of your PDFs, two funding requests are there. Funding request #3 for \$58,847.89 and funding request #4 for \$61,064.90 and the total there is \$119,912.79. You'll see those fundings requests backup listed there line by line for those expenses. I'll be happy to take any questions on those, if not just a motion to approve those invoices and funding requests.



On MOTION by Mr. White seconded by Mr. Myers with all in favor, the Invoices and Funding Request #3 & #4 were approved.

**B. Acceptance of Unaudited Financials**

Mr. LeBrun: Then we move down to the acceptance of the unaudited financials, this is through March 31, 2025. You'll see there the combined balance and then your general fund is listed with your actuals through March 31, 2025. Like I mentioned before, the accounting will stay the same, so it will be the same GMS accountant for your financials.

On MOTION by Mr. Myers seconded by Mr. White with all in favor, the Unaudited Financials were approved.

**EIGHTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

Mr. LeBrun: Brings us to Supervisor's requests and audience comments, just for the record, we do have a member of the public here, do you wish to make any comments?

A resident: No comment.

Mr. LeBrun: Supervisor's requests?

Mr. Myers: During the previous meeting, and I didn't think about this in Willow Creek I, James Merkranski is no longer with KB, so if there's any messages you're not getting you can probably go to Ilene for that, right Paul?

Mr. Thomas: Yes, but I would imagine those emails are getting forwarded automatically but, Ilene will give you her email address.

Mr. Myers: Yes.

Mr. LeBrun: Alright, I'll make a note of that.

**NINTH ORDER OF BUSINESS**

**Adjournment**

Mr. LeBrun: If nothing else, we're just looking for a motion to adjourn.

On MOTION Mr. Myers seconded by Mr. White with all in favor, the Meeting was adjourned.

# SECTION 5

## SECTION B

# SECTION i

## RESOLUTION 2025-40

**THE ANNUAL APPROPRIATION RESOLUTION OF THE WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Willow Creek II Community Development District (“**District**”) was established by Ordinance No. 47-2024 of the City of Titusville, Florida, effective December 10, 2024; and

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2025, submitted to the Board of Supervisors (“**Board**”) of the District proposed budgets for the remainder of the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2025**”), and for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026**”), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes* (each, a “**Proposed Budget**”); and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budgets, the District filed a copy of the Proposed Budgets with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set public hearings thereon and caused notice of such public hearings to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budgets on the District’s website at least two (2) days before the public hearings; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared Proposed Budgets, which budgets shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

## SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budgets, copies of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget for the remainder of Fiscal Year 2025, attached hereto as **Exhibit A**, as amended by the Board, and the Proposed Budget for Fiscal Year 2026, attached hereto as **Exhibit B**, as amended by the Board, are hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (together, the "**Adopted Budgets**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budgets may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budgets, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as: "*The Budget for the Willow Creek II Community Development District Ending September 30, 2025*"; and "*The Budget for the Willow Creek II Community Development District for the Fiscal Year Ending September 30, 2026*".
- d. The Adopted Budgets shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

## SECTION 2. APPROPRIATIONS

- a. ***Fiscal Year 2025.*** There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025, the sum of \$\_\_\_\_\_ to be raised by developer funding and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND \$

- b. ***Fiscal Year 2026.*** There is hereby appropriated out of the revenues of the District, for Fiscal Year 2026, the sum of \$\_\_\_\_\_ to be raised by developer funding and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
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### SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, at any time within Fiscal Year 2025 or Fiscal Year 2026, as applicable, or within sixty (60) days following the end of the Fiscal Year 2025 or Fiscal Year 2026, as applicable, the District may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF AUGUST, 2025.**

ATTEST:

**WILLOW CREEK II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By:\_\_\_\_\_

Its:\_\_\_\_\_

**Exhibit A:** Adopted Budget for Fiscal Year 2025 and Fiscal Year 2026

Exhibit A

***Willow Creek II***  
***Community Development District***

***Approved Proposed Budget***  
***FY 2025/2026***





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5-8	<u>Narratives</u>

**Willow Creek II**  
**Community Development District**  
**Approved Proposed Budget**  
**General Fund**

Description	Approved Proposed Budget FY2025	Actuals Thru 6/30/25	Projected Next 3 Months	Projected Thru 9/30/25	Approved Proposed Budget FY2026
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**REVENUES:**

Special Assessments - On Roll	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Contribution	586,594	237,255	115,965	353,220	825,696
Interlocal-Governmental Revenue**	113,241	44,423	26,762	71,184	139,053
Clubhouse Revenue	-	250	-	250	-

<b>TOTAL REVENUES</b>	<b>\$ 699,834</b>	<b>\$ 281,928</b>	<b>\$ 142,727</b>	<b>\$ 424,654</b>	<b>\$ 964,749</b>
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**EXPENDITURES:**

**Administrative**

Engineering	\$ 20,000	\$ 6,234	\$ 13,766	\$ 20,000	\$ 20,000
Attorney	20,000	43,620	12,000	55,620	40,000
Annual Audit	4,900	-	4,900	4,900	4,900
Assessment Administration	2,500	-	-	-	2,500
Arbitrage Rebate	-	-	-	-	550
Dissemination Agent	2,500	-	-	-	2,500
Trustee Fees	-	-	-	-	4,000
Management Fees	36,000	16,742	12,000	28,742	36,000
Property Appraiser	150	-	-	-	150
Information Technology	1,000	465	333	798	1,000
Website Maintenance	2,000	930	667	1,597	2,000
Postage & Delivery	800	3	5	8	800
Insurance General Liability	5,000	-	-	-	8,879
Printing & Binding	500	10	40	50	500
Legal Advertising	15,000	12,509	2,000	14,509	5,000
Other Current Charges	1,000	73	280	353	1,000
Office Supplies	100	-	25	25	100
Dues, Licenses & Subscriptions	175	175	175	350	175
Fist Quarter Operating Capital	-	-	-	-	253,160

<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 111,625</b>	<b>\$ 80,760</b>	<b>\$ 46,191</b>	<b>\$ 126,952</b>	<b>\$ 383,214</b>
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***Operations & Maintenance***

**Field Expenditures**

Field Management	\$ 13,000	\$ 4,406	\$ 3,304	\$ 7,710	\$ 13,212
Irrigation Maintenance	4,800	281	750	1,031	4,800
Landscape Maintenance	110,000	63,257	12,085	75,342	176,340
Mulch	40,000	625	-	625	45,000
Pest Control	1,000	410	195	605	1,000
Lake Maintenance	22,200	5,340	4,005	9,345	16,020
Wetlands/Preserves	5,000	-	-	-	5,000
Pressure Washing	5,000	325	4,675	5,000	5,000
Contingency	10,000	-	-	-	10,000

<b>TOTAL FIELD EXPENDITURES</b>	<b>\$ 211,000</b>	<b>\$ 74,644</b>	<b>\$ 25,014</b>	<b>\$ 99,658</b>	<b>\$ 276,372</b>
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**Willow Creek II**  
**Community Development District**  
**Approved Proposed Budget**  
**General Fund**

Description	Approved Proposed Budget FY2025	Actuals Thru 6/30/25	Projected Next 3 Months	Projected Thru 9/30/25	Approved Proposed Budget FY2026
<b><u>Amenity *</u></b>					
Management Fees	\$ 82,211	\$ 27,404	\$ 20,553	\$ 47,956	\$ 82,200
Access Control	2,867	344	258	602	2,867
Alarm Monitoring	1,638	-	410	410	1,020
Pool Monitoring	1,000	-	250	250	1,020
Utility - Electric	27,847	8,556	6,000	14,556	22,800
Utility - Water & Sewer	20,066	5,575	2,400	7,975	7,200
Cable/Internet Services	3,686	751	556	1,307	2,220
Telephone	3,522	-	-	-	-
Property Insurance	19,636	-	-	-	14,861
Landscape Maintenance	26,823	5,220	3,915	9,135	15,660
Landscape Replacement	4,095	-	-	-	4,095
Pest Control	819	-	390	390	780
Pool & Spa Maintenance	34,399	8,000	6,000	14,000	24,000
Repairs and Maintenance	10,000	-	5,000	5,000	29,485
Janitorial Maintenance	45,000	9,500	7,050	16,550	28,200
Janitorial Supplies	2,252	-	563	563	2,252
Office Equipment Maintenance	2,662	-	666	666	2,662
Office Supplies/Clubhouse Supplies	4,000	123	1,000	1,123	4,000
Air Conditioning Maintenance	2,300	-	500	500	2,300
Fitness Equipment Lease	16,411	-	-	-	-
Fitness Equipment Maintenance	6,150	-	1,538	1,538	5,324
Window Cleaning/Pressure Cleaning	5,325	-	5,325	5,325	5,325
Porter Service	4,400	-	1,100	1,100	4,400
Trash Collection	800	-	200	200	800
Special Events	10,000	-	10,000	10,000	18,682
Holiday Lighting	17,300	-	13,010	13,010	13,010
Contingency	10,000	-	-	-	-
Capital Outlay	-	45,890	-	45,890	-
Capital Reserve	12,000	-	-	-	10,000
<b>TOTAL AMENITY *</b>	<b>\$ 377,209</b>	<b>\$ 111,363</b>	<b>\$ 86,682</b>	<b>\$ 198,045</b>	<b>\$ 305,163</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 699,834</b>	<b>\$ 266,767</b>	<b>\$ 157,888</b>	<b>\$ 424,654</b>	<b>\$ 964,749</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ -</b>	<b>\$ 15,161</b>	<b>\$ (15,161)</b>	<b>\$ -</b>	<b>\$ -</b>

\*Amenity as transferred in February from Willow Creek CDD.

\*\* Interlocal-Governmental Expense will be prorated from March 2025.

<b>Developer Contribution</b>	
Net Assessments	\$ 825,696
Collection Fees & Discounts (6%)	52,704
Gross Assessments	\$ 878,400
No. of Units	976
Per Unit Assessments (Net)	\$ 846
Per Unit Assessments (Gross/tax bill)	\$ 900

**Willow Creek II**  
**Community Development District**  
Proposed Budget  
Exhibit A - Shared costs

Description	Proposed Budget FY 2025 23.91%	Willow Creek II CDD	Proposed Budget FY 2026 23.91%	Willow Creek II CDD	Estimated Budget at Buildout
Special Assessments - On Roll	\$ -	\$ -	\$ -	\$ -	\$ 274,104
Special Assessments - Direct	-	-	-	-	-
Developer Contribution	-	-	-	-	765,175
Interlocal-Governmental Revenue	-	71,184	-	139,053	-
Carry Forward Surplus	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ 71,184</b>	<b>\$ -</b>	<b>\$ 139,053</b>	<b>\$ 1,039,279</b>
<b><u>Administrative</u></b>					
Supervisor Fees	\$ -		\$ -	\$ -	\$ -
FICA Taxes	-		-	-	-
Engineering	-		-	-	10,000
Attorney	-		-	-	30,000
Annual Audit	-		-	-	4,900
Assessment Administration	-		-	-	2,000
Arbitrage Rebate	-		-	-	550
Dissemination Agent	-		-	-	2,675
Trustee Fees	-		-	-	5,000
Management Fees	-		-	-	38,934
Property Appraiser	-		-	-	150
Information Technology	-		-	-	1,000
Website Maintenance	-		-	-	1,605
Postage & Delivery	-		-	-	1,200
Insurance General Liability	-		-	-	7,575
Printing & Binding	-		-	-	500
Legal Advertising	-		-	-	1,000
Other Current Charges	-		-	-	1,220
Office Supplies	-		-	-	100
Dues, Licenses & Subscriptions	-		-	-	175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 108,584</b>
<b><u>Operations &amp; Maintenance</u></b>					
<b><u>Field Expenditures</u></b>					
Field Management	\$ 1,843	\$ 7,707	\$ 3,159	\$ 13,212	\$ 27,682
Utilities - Electric	-	-	-	-	4,800
Utilities - Streetlights	-	-	-	-	80,000
Utilities - Water & Sewer	-	-	-	-	1,200
Irrigation Maintenance	246	1,031	1,148	4,800	4,800
Landscape Maintenance	18,015	75,342	42,165	176,340	180,000
Mulch	149	625	10,760	45,000	-
Pest Control	145	605	239	1,000	1,000
Lake Maintenance	2,235	9,345	3,831	16,020	22,000
Wetlands/Preserves	-	-	1,196	5,000	30,000
Pressure Washing	1,196	5,000	1,196	5,000	10,000
Contingency	-	-	2,391	10,000	105,000
<b>TOTAL FIELD EXPENDITURES</b>	<b>\$ 23,829</b>	<b>\$ 99,655</b>	<b>\$ 66,085</b>	<b>\$ 276,372</b>	<b>\$ 466,482</b>

**Willow Creek II**  
**Community Development District**  
**Proposed Budget**  
**Exhibit A - Shared costs**

Description	Proposed Budget	Willow Creek II CDD	Proposed Budget	Willow Creek II CDD	Estimated Budget at Buildout
	FY 2025 23.91%		FY 2026 23.91%		
<b><u>Amenity</u></b>					
Management Fees	\$ 11,467	\$ 47,956	\$ 19,655	\$ 82,200	\$ 100,000
Access Control	144	602	686	2,867	2,867
Alarm Monitoring	98	410	244	1,020	1,638
Pool Monitoring	60	250	244	1,020	12,831
Utility - Electric	3,481	14,556	5,452	22,800	27,847
Utility - Water & Sewer	1,907	7,975	1,722	7,200	20,066
Cable/Internet Services	313	1,307	531	2,220	3,686
Telephone	-	-	-	-	3,522
Property Insurance	-	-	3,553	14,861	19,636
Landscape Maintenance	2,184	9,135	3,745	15,660	26,823
Landscape Replacement	-	-	979	4,095	4,095
Pest Control	93	390	187	780	819
Pool & Spa Maintenance	3,348	14,000	5,739	24,000	34,399
Repairs and Maintenance	1,196	5,000	7,050	29,485	29,485
Janitorial Maintenance	3,957	16,550	6,743	28,200	50,000
Janitorial Supplies	135	563	538	2,252	2,252
Office Equipment Maintenance	159	666	637	2,662	2,662
Office Supplies/Clubhouse Supplies	268	1,123	956	4,000	6,962
Air Conditioning Maintenance	120	500	550	2,300	2,293
Fitness Equipment Lease	-	-	-	-	6,143
Fitness Equipment Maintenance	368	1,538	1,273	5,324	5,324
Window Cleaning/Pressure Cleaning	1,273	5,325	1,273	5,325	4,423
Porter Service	263	1,100	1,052	4,400	819
Trash Collection	48	200	191	800	12,285
Special Events	2,391	10,000	4,467	18,682	18,682
Holiday Lighting	3,111	13,010	3,111	13,010	40,000
Contingency	-	-	-	-	12,655
Capital Outlay	10,973	45,890	2,391	10,000	12,000
Capital Reserve	-	-	-	-	-
<b>TOTAL AMENITY</b>	<b>\$ 47,355</b>	<b>\$ 198,045</b>	<b>\$ 72,969</b>	<b>\$ 305,163</b>	<b>\$ 464,214</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 71,184</b>	<b>\$ 297,700</b>	<b>\$ 139,053</b>	<b>\$ 581,535</b>	<b>\$ 1,039,279</b>

**Willow Creek II**  
**Community Development District**  
**Budget Narrative**  
**FY 2025/2026**

**REVENUES**

**Developer Contribution**

The District entered into a funding agreement with the developer to fund all general operating expenditures for the Fiscal Year

**Interlocal-Governmental Revenue**

Interlocal & Cost Share Agreement with Willow Creek CDD to reimburse for Field and Amenity expenditures 23.91%.

**Expenditures - Administrative**

**Engineering**

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

**Attorney**

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

**Annual Audit**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

**Dissemination Agent**

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

**Trustee Fees**

The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

**Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-North Florida, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

**Property Appraiser**

The Brevard County Board of Commissioners provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Board of Commissioners for necessary administrative costs incurred to provide this service. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The budget for Board of Commissioners costs was based on a unit price per parcel.

**Information Technology**

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by GMS-NF, LLC.

**Website Maintenance**

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-NF, LLC and updated monthly.

**Postage and Delivery**

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

**Willow Creek II**  
**Community Development District**  
**Budget Narrative**  
**FY 2025/2026**

**Expenditures - Administrative (continued)**

**Insurance General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

**Printing and Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

**Legal Advertising**

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of

**Other Current Charges**

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

**Office Supplies**

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

**Due, Licenses & Subscriptions**

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

**First Quarter Operating Capital**

To pay invoices for the 1st quarter of the Fiscal Year.

**Expenditures - Field**

**Field Management**

The District has contract GMS-NF, LLC, to manage and operate the district.

Description	Vendor	monthly	Total
Field operations	GMSNF, LLC	\$1,101	\$13,212

**Irrigation Maintenance**

Cost to maintain the irrigation system throughout the district.

**Landscape Maintenance**

The district has contract with Robert's Lawn Service for a monthly fee of \$16,000.

Description	Vendor	monthly	Total
Lawn Maintenance service (38)	Robert's Lawn	\$11,695	\$140,340
Monthly irrigation checks	Robert's Lawn	900	10,800
Mulch (2)	Robert's Lawn	1,500	18,000
Annual Flowers (3)	Robert's Lawn	150	1,800
Entrance Turf and Shrub fertilizer (4)	Robert's Lawn	450	5,400
<b>Total</b>		<b>\$14,695</b>	<b>\$176,340</b>

**Mulch**

The district has contract with Weber Landscaping to maintain the mulch through out the district.

**Pest Control**

Cost for pest control throughout the district's common area.

**Lake Maintenance**

The district has a proposal with Solitude Lake Management for maintenance of algae, border grass and invasive exotic plant control for 2 lakes.

Description	Vendor	monthly	Total
Lake Management	Solitude Lake Mgmt.	\$1,335	\$16,020

**Wetlands/Preserves**

Cost for wetlands/preserves maintenance.

**Willow Creek II**  
**Community Development District**  
**Budget Narrative**  
**FY 2025/2026**

**Expenditures – Amenity**

**Pressure Washing**

Cost to pressure wash district's common area infrastructure.

**Contingency**

Any other miscellaneous expenses that are incurred during the year.

**Management Fees**

The District contracted CALM II to manage the Amenity for 32 hours per week.

Description	Vendor	monthly	Total
Amenity Mgmt.	CALM II	\$6,850	\$82,200

**Access Control**

The District contracted with Strada Security to monitor the Amenity.

Description	Vendor	monthly	Total
Security System Monitoring at Amenity Center	Strada Security	\$86	\$1,032
Contingency	Strada Security		\$1,835
Total		\$86	\$2,867

**Alarm Monitoring**

Cost for fire alarm monitoring.

**Utilities - Electric**

FPL electric meters for the Clubhouse and pool.

Location	Vendor	monthly	Total
1756 Pecorino Ct Clubhouse	FPL	\$600	\$7,200
1756 Pecorino CT Pool	FPL	\$1,300	\$15,600
Total		\$1,900	\$22,800

**Utilities - Water and Sewer**

Cost for water and sewer at the Clubhouse.

Location	Vendor	monthly	Total
1756 Pecorino Ct	City of Titusville	\$600	\$7,200

**Cable/Internet Service**

Cost for cable/TV and internet service at the Clubhouse.

Location	Vendor	monthly	Total
1756 Pecorino Ct	Spectrum	\$185	\$2,220

**Property Insurance**

The District's Property Liability Insurance policy is with Florida Insurance Alliance. Florida Insurance Alliance specializes in providing insurance coverage to governmental agencies

**Landscape Maintenance**

The District contracted Weber Environmental Service to maintain the lawn through the amenity area.

Description	Vendor	monthly	Total
Lawn Maintenance service (38)	Robert's Lawn	\$1,305	\$15,660

**Landscape Replacement**

The District contracted Weber Environmental Service replace seasonal flowers, mulch, and trees



**Willow Creek II**  
**Community Development District**  
**Budget Narrative**  
**FY 2025/2026**

**Expenditures – Amenity (continued)**

**Pest Control**

The District contracted Massey Services for pest control around the clubhouse.

Description	Vendor	Quarterly	Total
Pest control	Massey Services	\$195	\$780

**Pool & Spa Maintenance**

The District contracted with Loggins Pools LLC to maintain the pool 3 times weekly to vacuuming, scrubbing walls, scrubbing tiles, netting debris, emptying skimmer and baskets and cleaning filters.

Description	Vendor	monthly	Total
Pool service	Loggins Pools LLC	\$2,000	\$24,000

**Repairs and Maintenance**

Cost for general repairs and maintenance of the clubhouse.

**Janitorial Maintenance**

The District contracted Clean Star Services of Central Florida Inc to clean the Kich, bar area, Gym, drinking fountains, exterior patio, exterior pool area.

Description	Vendor	monthly	Total
Cleaning service 3 times a week	CSS	\$2,300	\$27,600
Trash collection twice a week	CSS	\$50	\$600
Total		\$2,350	\$28,200

**Janitorial Supplies**

Cost for cleaning supplies.

**Office Equipment Maintenance**

Cost for office equipment maintenance.

**Office/Clubhouse Supplies**

Cost for office/clubhouse supplies.

**Air Conditioning Maintenance**

Cost for the clubhouse A/C unit.

**Fitness Equipment Lease**

Cost to lease fitness equipment.

**Fitness Equipment Maintenance**

Cost for equipment maintenance.

**Window Cleaning/Pressure Cleaning**

Cost to cleaning and pressure wash windows and clubhouse infrastructure.

**Porter Service**

Cost for repairing, cleaning, hand cleaning trash, and litter, disinfecting areas when needed.

**Trash Collection**

The District will contract with a waste management company to collect the trash at clubhouse.

**Special Events**

Cost for special events

**Holiday Lighting**

Cost for Holiday Lighting at Clubhouse.

**Contingency**

Any other miscellaneous expenses that are incurred during the year.

**Capital Reserves**

Capital Reserve for future projects.

## SECTION ii

**WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025 AND FISCAL YEAR 2026 FUNDING AGREEMENT**

This agreement (“**Agreement**”) is made and entered into this 1<sup>st</sup> day of October, 2025, by and between:

**WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Titusville, Florida with an address of c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”), and

**KB HOME ORLANDO LLC**, a Delaware limited liability company and a landowner in the District (“**Developer**”) with an address of 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819.

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Council of the City of Titusville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein (“**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budgets for the fiscal years beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2025 Budget**”), and October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026 Budget**”); and

**WHEREAS**, the Fiscal Year 2025 Budget and the Fiscal Year 2026 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, are attached hereto and incorporated herein by reference as **Composite Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025 Budget and the Fiscal Year 2026 Budget, or utilizing such other revenue sources as may be available to it; and

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

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

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Composite Exhibit B**; and

**WHEREAS**, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budgets attached hereto as **Composite Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2025 Budget and the Fiscal Year 2026 Budget as shown on **Composite Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2025 Budget" or "Notice of Lien for Fiscal Year 2026 Budget," as applicable, in the public records of Brevard County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the Fiscal Year 2025 Budget and/or the Notice of Lien for Fiscal Year 2026 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose

the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

### 3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Composite Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Composite Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Composite Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD-PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

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

*[Signatures on following page]*

**WILLOW CREEK II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**KB HOME ORLANDO LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

<b>EXHIBIT A:</b>	Property Description
<b>COMP. EXHIBIT B:</b>	Fiscal Year 2025 Budget and Fiscal Year 2026 Budget

**EXHIBIT A:**  
**Property Description**

A PARCEL OF LAND BEING PORTIONS OF LOTS 184, 185, 192, 193, 200, 201, AND 208 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LYING EAST OF THE EASTERLY RIGHT OF WAY LINE INTERSTATE 95 AND STATE ROAD NO.407.

ALSO TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407.

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, THENCE N.00°11'12"E., ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE N.00°11'12"E., ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE S.89°22'09"W., 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 910 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°22'09"W., 4330.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°22'09"W., 4470.31 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG THE RIGHT OF WAY LINES OF INTERSTATE 95 AND STATE ROAD NO.407, THE FOLLOWING SEVEN COURSES AND DISTANCES; THENCE N.35°26'31"W., 1079.54 FEET; THENCE N.31°25'51"W., 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1819.86 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°53'59", 917.93 FEET TO THE POINT OF TANGENCY; THENCE N.02°31'52"W., 1179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1342.40 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'46", 758.24 FEET TO THE POINT OF TANGENCY; THENCE N.29°49'54"E., 198.99 FEET; THENCE N.30°59'13"E., 268.32 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF INTERSTATE 95 ON A BEARING OF N.89°52'19"E., 3122.20 FEET TO THE MOST NORTHWESTERLY CORNER OF VERONA – VILLAGE "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 29 THROUGH 36 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF THE AFORESAID PLAT OF VERONA – VILLAGE "B", THE FOLLOWING TWO (2) COURSES AND DISTANCES; THENCE S. 00°07'38"E., 533.14 FEET; THENCE S.15°34'01"E., 105.25 FEET; THENCE S.76°55'42"W., 17.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF "WILLOW CREEK BOULEVARD" (A 90.00 FOOT WIDE PUBLIC RIGHT OF WAY) AS SHOWN ON THE AFORESAID PLAT OF VERONA – VILLAGE "B"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1210.50 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID PUBLIC RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32°16'15", 681.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°10'53", 303.71 FEET TO THE POINT OF TANGENCY; THENCE S.02°29'18"E., 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 71°22'59", 572.21 FEET TO THE POINT OF TANGENCY; THENCE



S.73°49'59"E., 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°09'01", 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.08°34'09"W., ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°26'28", 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF 05°57'04", 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN S.09°28'11"E., 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE S.13°00'01"E., 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°32'33", 54.42 FEET TO THE POINT OF TANGENCY; THENCE S.57°32'34"E., 11.11 FEET; THENCE S.81°34'25"E., 11.77 FEET; THENCE N.74°26'37"E., 14.74 FEET; THENCE N.63°33'32"E., 48.72 FEET; THENCE N.80°02'14"E., 48.82 FEET; THENCE N.27°54'32"E., 18.00 FEET; THENCE S.66°31'54"E., 30.55 FEET; THENCE N.75°46'30"E., 28.29 FEET; THENCE S.86°37'24"E., 15.33 FEET; THENCE S.74°09'46"E., 12.79 FEET; THENCE S.48°16'14"E., 17.65 FEET; THENCE S.35°45'28"E., 12.66 FEET; THENCE S.15°02'04"E., 23.54 FEET; THENCE S.65°38'01"E., 25.44 FEET; THENCE S.70°56'30"E., 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.18°15'43"E.; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'03", 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF S.40°47'46"W., 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'51", 20.82 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 254°11'29", 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS S.35°56'53"E.; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S.52°19'17"W., 72.35 FEET; THENCE N.38°11'57"W., 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF

81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $20^{\circ}54'15''$ , 29.55 FEET TO THE POINT OF TANGENCY; THENCE  $N.46^{\circ}01'36''W.$ , 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $29^{\circ}46'08''$ , 25.46 FEET TO THE POINT OF TANGENCY; THENCE  $N.16^{\circ}00'44''W.$ , 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE  $S.76^{\circ}27'51''E.$ , 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN  $S.08^{\circ}34'09''E.$ , 201.72 FEET; THENCE  $S.07^{\circ}57'44''E.$ , 319.64 FEET; THENCE  $S.27^{\circ}28'40''E.$ , 417.26 FEET; THENCE  $S.36^{\circ}41'30''E.$ , 257.82 FEET; THENCE  $S.34^{\circ}33'08''E.$ , 308.78 FEET; THENCE  $S.10^{\circ}27'19''E.$ , 458.41 FEET; THENCE  $S.02^{\circ}55'36''W.$ , 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

**COMPOSITE EXHIBIT B:**  
Fiscal Year 2025 Budget and Fiscal Year 2026 Budget

# SECTION 6

# SECTION A

# Willow Creek II Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

## **1. Community Communication and Engagement**

### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of three board meetings were held during the Fiscal Year.

**Achieved:** Yes ☐ No ☐

### **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐

### **Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐

## **2. Infrastructure and Facilities Maintenance**

### **Goal 2.1: Field Management and/or District Management Site Inspections**

**Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within district management services agreement

**Achieved:** Yes ☐ No ☐

### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☐

## **3. Financial Transparency and Accountability**

### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐

### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

**Standard:** CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐

**Goal 3.3: Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes ☐ No ☐

Chair/Vice Chair:\_\_\_\_\_

Date:\_\_\_\_\_

Print Name:\_\_\_\_\_

Willow Creek II Community Development District

District Manager:\_\_\_\_\_

Date:\_\_\_\_\_

Print Name:\_\_\_\_\_

Willow Creek II Community Development District



## SECTION B

# Willow Creek II Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

## **1. Community Communication and Engagement**

### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of three board meetings were held during the Fiscal Year.

**Achieved:** Yes ☐ No ☐

### **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐

### **Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐

## **2. Infrastructure and Facilities Maintenance**

### **Goal 2.1: Field Management and/or District Management Site Inspections**

**Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within district management services agreement

**Achieved:** Yes ☐ No ☐

### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☐

## **3. Financial Transparency and Accountability**

### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐

### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

**Standard:** CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐

**Goal 3.3: Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes ☐ No ☐

Chair/Vice Chair:\_\_\_\_\_

Date:\_\_\_\_\_

Print Name:\_\_\_\_\_

Willow Creek II Community Development District

District Manager:\_\_\_\_\_

Date:\_\_\_\_\_

Print Name:\_\_\_\_\_

Willow Creek II Community Development District

# SECTION 7

August 1<sup>st</sup>, 2025

Willow Creek II Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801

Re: Willow Creek II Community Development District  
Acquisition of District Improvements

Dear Mr. LeBrun:


KB Home Orlando LLC (“Developer”) has completed and requests that the District acquire certain master infrastructure improvements generally known as Verona Village C Phase 1 – Sanitary Sewer and Reuse Utility Improvements, Stormwater Management Improvements, and Roadway Improvements (collectively, the “Improvements”), and associated plans, designs, permits and other work product (collectively, the “Work Product”), as more particularly described at **Exhibit A**, located on the property depicted at **Exhibit B**. Developer wishes to convey the Improvements, which are included in the District’s Capital Improvement Plan as described in the *Engineer’s Report*, dated January 14, 2025, to the District with the expectation that Developer may be reimbursed for all or part of the Improvements and/or Work Product from available District bond proceeds in the future, should such funds become available. The actual cost of constructing the Improvements and completing the Work Product is approximately \$ 4,232,659.42.

Notwithstanding anything to the contrary herein, to the extent any amounts remain to be paid to contractors or professionals performing the work, Developer agrees to timely make payment for all such amounts and to ensure that no liens are placed on the property.

Sincerely,

KB Home Orlando LLC

Acknowledged and Agreed to by:

  
\_\_\_\_\_  
Steve McConn, Vice President of Land Development  
KB Home Orlando LLC

cc: Lauren Gentry, District Counsel  
Rodney Honeycutt, P.E., District Engineer

Enclosure

**Exhibit A:**  
**Identification of Improvements**

KB Home Orlando LLC constructed and/or caused to be completed in and for the Willow Creek II Community Development District, the following Improvements located at the property depicted at **Exhibit B** known as “Verona Village C Phase 1.”

All improvements are as contemplated by the *Engineer’s Report*, dated January 14, 2025, and along with all Work Product related to said Improvements, are more generally identified as follows:

**SANITARY SEWER/REUSE UTILITIES:** All sanitary sewer and reuse lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably considered part of the aforementioned sanitary sewer and reuse utility improvements.

**ROADWAYS:** All roads, pavements, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the applicable rights-of-way.

**STORMWATER MANAGEMENT:** All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

**WORK PRODUCT:** All of the right, title, interest, and benefit 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, curb cut and right-of-way 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 above-referenced improvements.

[illegible]



**AFFIDAVIT REGARDING COSTS PAID**

STATE OF FLORIDA

COUNTY OF Orange

I, Steve McConn, as Vice President of Land Development for KB Home Orlando LLC, a Delaware limited liability company, 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 Steve McConn, and I am Vice President of Land Development for KB Home Orlando LLC ("Developer"). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Willow Creek II Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("District").
4. The Developer recognizes that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain certain improvements as is authorized pursuant to Chapter 190, *Florida Statutes*, including the improvements attached hereto as **Exhibit A** ("Improvements") and associated plans, designs, permits and other work product (collectively, the "Work Product").
5. Developer has expended funds to construct improvements and to complete or cause to be completed certain associated work product as described in the *Engineer's Report*, dated January 14, 2025. The attached **Exhibit A** accurately identifies the Improvements and Work Product completed to date. Notwithstanding anything to the contrary herein, Developer agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation, is complete and on file with the Developer, and is capable of being produced upon request.
6. The Developer has expended at least \$ 4,232,659.42 to complete the Improvements and Work Product. The Developer has copies of invoices and proof of payment on file and agrees to produce said documentation to the District upon request.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements and Work Product.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Executed this 1<sup>st</sup> day of August, 2025.

**KB HOME ORLANDO LLC**, a Delaware limited liability company

Steve McConn

By: Steve McConn

Its: Vice President of Land Development

**STATE OF FLORIDA**  
**COUNTY OF** Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1<sup>st</sup> day of August, 2025, by Steve McConn, as Vice President of Land Development for KB Home Orlando LLC, for and on behalf of said entity. He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Eileen Sesto  
Notary Public Signature

EILEEN SESTO  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No. HH 683570  
My Commission Expires: 07/12/2029

**Exhibit A:  
Identification of Improvements**

KB Home Orlando LLC constructed and/or caused to be completed in and for the Willow Creek II Community Development District, the following Improvements located at the property depicted at **Exhibit B** known as “Verona Village C Phase 1.”

All improvements are as contemplated by the *Engineer’s Report*, dated January 14, 2025, and along with all Work Product related to said Improvements, are more generally identified as follows:

**SANITARY SEWER/REUSE UTILITIES:** All sanitary sewer and reuse lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably considered part of the aforementioned sanitary sewer and reuse utility improvements.

**ROADWAYS:** All roads, pavements, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the applicable rights-of-way.

**STORMWATER MANAGEMENT:** All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

**WORK PRODUCT:** All of the right, title, interest, and benefit 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, curb cut and right-of-way 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 above-referenced improvements.

[illegible]

**DEVELOPER ACKNOWLEDGMENT OF ACQUISITION  
OF CERTAIN IMPROVEMENTS AND WORK PRODUCT**

**VERONA VILLAGE C PHASE 1 – SANITARY SEWER AND REUSE UTILITY,  
STORMWATER MANAGEMNET, AND ROADWAY IMPROVEMENTS**

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 1<sup>st</sup> day of August, 2025, by Steve McConn, Vice President of Land Development for KB Home Orlando LLC, with offices located at 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819 (“Developer”), in favor of the **WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT** (“District”), a local unit of special-purpose government situated in the City of Titusville, Florida, with offices located at c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

**SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES.** Developer has managed, overseen, and contracted for the construction of certain infrastructure improvements (the “Improvements”) and associated plans, designs, permits and other work product (the “Work Product”) related to the development of Verona Village C Phase 1. The Improvements and Work Product completed and to be acquired are more specifically described in the attached **Exhibit A**.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Developer acknowledges that the District is acquiring or has acquired the Improvements and Work Product completed or caused to be completed by Developer.

**SECTION 3. CONTRACT RIGHTS.** Developer hereby expressly acknowledges the District’s right to enforce the terms of all contracts, purchase orders, or other agreements under which the Improvements and Work Product were completed, including but not limited to any warranties, contract rights and remedies, standard of care provisions and other forms of indemnification provided therein and/or available under Florida law. Developer agrees to cooperate in obtaining all releases, acknowledgments, and other documents the District requires from contractors and professionals who completed work necessary to construct or produce the Improvements and/or Work Product. In the event that such releases, acknowledgments, or other documents cannot be obtained, Developer agrees to provide such additional warranties or assurances as the District may require.

**SECTION 3. WARRANTY.** Developer hereby expressly provides to the District a one-year warranty from the effective date of this Acknowledgement on the materials and labor for the Improvements set forth in **Exhibit A**, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors, and hereby expressly acknowledges the District’s right to rely upon and enforce any other warranties provided under Florida law, including but not limited to those warranties provided by subcontractors, vendors, and materialmen.

**SECTION 4. INDEMNIFICATION.** Developer 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 Improvements identified in **Exhibit A** because of any act or omission of Developer, 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.** Developer hereby acknowledges that it has fully compensated all contractors, vendors, materialmen, professionals, or others performing work related to completion of the Improvements and the Work Product. Developer further certifies that no outstanding requests for payment exist related to the Improvements or Work Product identified in **Exhibit A**, including

any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements or Work Product.

**SECTION 6. PUBLIC RECORDS.** Developer acknowledges that all documents connected with the Improvements, Work Product, and acquisition thereof may be public records and treated as such in accordance with Florida law, and agrees to, upon request, produce such documentation, including but not limited to documentation of funds expended to construct the Improvements and complete the Work Product, such as invoices, payment applications, and other payment records.

**SECTION 7. EFFECTIVE DATE.** This Developer Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

**KB HOME ORLANDO LLC**, a Delaware limited liability company

Eileen Sesto

Eileen Sesto

[print name]

Juan Pardo

Juan Pardo

[print name]

Steve McConn

By: Steve McConn

Its: Vice President

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1<sup>st</sup> day of August, 2025, by Steve McConn, as Vice President of Land Development for KB Home Orlando LLC, for and on behalf of said entity. He ☒ is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Eileen Sesto

Notary Public Signature



Eileen Sesto  
(Name typed, printed or stamped) .  
Notary Public, State of Florida  
Commission No. HH683570  
My Commission Expires: 07/12/29

**Exhibit A:**  
**Identification of Improvements**

KB Home Orlando LLC constructed and/or caused to be completed in and for the Willow Creek II Community Development District, the following Improvements located at the property depicted at **Exhibit B** known as “Verona Village C Phase 1.”

All improvements are as contemplated by the *Engineer’s Report*, dated January 14, 2025, and along with all Work Product related to said Improvements, are more generally identified as follows:

**SANITARY SEWER/REUSE UTILITIES:** All sanitary sewer and reuse lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably considered part of the aforementioned sanitary sewer and reuse utility improvements.

**ROADWAYS:** All roads, pavements, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the applicable rights-of-way.

**STORMWATER MANAGEMENT:** All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

**WORK PRODUCT:** All of the right, title, interest, and benefit 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, curb cut and right-of-way 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 above-referenced improvements.







**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND THE  
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE  
CONSTRUCTION OF SAME**

**VERONA VILLAGE C PHASE 1 – SANITARY SEWER AND REUSE UTILITY,  
STORMWATER MANAGEMNET, AND ROADWAY IMPROVEMENTS**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 18th day of July, 2025, by Noy Rivers, CEO of **JON M. HALL COMPANY, LLC**, a Florida limited liability company having offices located at 1400 Martin Luther King Jr. Boulevard, Sanford, Florida 32771 (“Contractor”), in favor of the **WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special purpose government situated in the City of Titusville, Florida, with offices located at c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

**SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES.** Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”). The Improvements constructed and acquired are more specifically described in the attached **Exhibit A**.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor.

**SECTION 3. WARRANTY.** Contractor hereby expressly provides to the District a one year warranty from the effective date of this Acknowledgement on the materials and labor for the Improvements set forth in **Exhibit A** and hereby expressly acknowledges the District’s right to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. INDEMNIFICATION.** Contractor 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 Improvements identified in **Exhibit A** because of any act or omission of Contractor, 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.

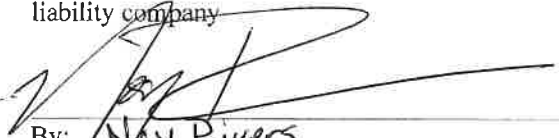
**SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit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

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

ATTEST

**JON M. HALL COMPANY, LLC**, a Florida limited  
liability company

  
Bryan Whetro  
[print name]

  
By: Noy Rivers  
Its: CEO

  
Lisa Consola  
[print name]

**EXHIBIT A**

[to be added]

## BILL OF SALE AND LIMITED ASSIGNMENT

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 14 day of August, 2025, by **KB Home Orlando LLC**, a Delaware limited liability company, whose address is 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819 (“**Grantor**”), and for the **Willow Creek II Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, (“**District**” or “**Grantee**”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

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

**NOW THEREFORE**, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below, located within the property as further described in **Exhibit B** attached hereto, to have and to hold for Grantee’s own use and benefit forever:

- a. **Improvements:** All Verona Village C Phase 1 improvements identified in **Exhibit A** attached hereto (together, “**Improvements**”); and
- b. **Work Product:** All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals, and work product (together, “**Work Product**”) relating to the Improvements if any; and
- c. **Warranty and Indemnity Rights:** All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights); and
- d. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work Product and Improvements; (ii) the Work Product and Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work Product and Improvements; and (iv) the Grantor will warrant and defend the sale of the Work Product and Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whatsoever.

3. This conveyance is made on an “as is” basis; however, the Grantor represents that it has no knowledge of any defects whatsoever in the Work Product or Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor 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 Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law. This instrument shall be governed by, and construed under, the laws of the State of Florida.

5. As consideration for the sale of the Improvements and the Work Product, the Grantee shall make payment for the cost of the Improvements and Work Product up to the amounts set forth herein from the proceeds of any applicable current or future series of bonds, should such funds become available. Nothing herein shall obligate the Grantee to issue bonds. If no bonds are issued from which funds are available for the Improvements and Work Product, the Improvements and Work Product shall be deemed donations to the Grantee.

**[CONTINUED ON NEXT PAGE]**

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES:

KB HOME ORLANDO LLC, a Delaware limited liability company

[Signature]  
Witness Signature  
Name: Eileen Sesto  
Address: 9102 Southpark Center Loop  
STE 100  
Orlando, FL 32819

[Signature]  
By: Steve McConn  
Its: Vice President of Land Development

[Signature]  
Witness Signature  
Name: Juan Pardo  
Address: 9102 South Park Center Loop  
STE 100, Orlando, FL 32819

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1<sup>st</sup> day of August, 2025, by Steve McConn, as Vice President of Land Development for KB Home Orlando LLC, for and on behalf of said entity. He ☒ is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]  
Notary Public Signature

Eileen Sesto  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No. HH 683570  
My Commission Expires: 07/12/2029

Exhibit A: Identification of Improvements

**Exhibit A:**  
**Identification of Improvements**

KB Home Orlando LLC constructed and/or caused to be completed in and for the Willow Creek II Community Development District, the following Improvements located at the property depicted at **Exhibit B** known as “Verona Village C Phase 1.”

All improvements are as contemplated by the *Engineer’s Report*, dated January 14, 2025, and along with all Work Product related to said Improvements, are more generally identified as follows:

**SANITARY SEWER/REUSE UTILITIES:** All sanitary sewer and reuse lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably considered part of the aforementioned sanitary sewer and reuse utility improvements.

**ROADWAYS:** All roads, pavements, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the applicable rights-of-way.

**STORMWATER MANAGEMENT:** All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

**WORK PRODUCT:** All of the right, title, interest, and benefit 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, curb cut and right-of-way 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 above-referenced improvements.

[illegible]



## CERTIFICATION OF DISTRICT ENGINEER

AUGUST 5, 2025

Board of Supervisors  
Willow Creek II Community Development District  
c/o Jeremy LeBrun, District Manager  
Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street  
Orland, Florida 32801

Re: Willow Creek II Community Development District  
Acquisition of Verona Village C Phase 1 – Sanitary Sewer and Reuse Utility  
Improvements, Stormwater Management Improvements, and Roadway Improvements

Ladies and Gentlemen:

The undersigned, Rodney Honeycutt, P.E., of Honeycutt & Associates, Inc., as District Engineer of the Willow Creek II Community Development District (“District”), hereby makes the following certifications in connection with the District’s acquisition of certain work product and improvements (“Improvements”), as described in **Exhibit A** attached hereto.

The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have inspected the Improvements, as well as any and all site plans, plats, agreements, construction and development drawings, plans and specifications, surveys, engineering reports, soil reports, and documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.
2. The Improvements have been completed in compliance with the applicable governmental requirements, including but not limited to all permits, Brevard County and City of Titusville regulations and code and, if applicable, FDOT regulations and code.
3. In my opinion, the Improvements are within the scope of Chapter 190, *Florida Statutes*, and are included in the District’s capital improvement plan as described in the *Engineer’s Report*, dated January 14, 2025; were installed in accordance with their specifications; and are free from obstruction and capable of performing the functions for which they were intended.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. The Improvements specifically benefit property within the boundaries of the District.
6. With this document, I hereby certify that it is appropriate at this time to transfer the Improvements to the District for ownership, and operation and maintenance responsibilities.

*[Signature on following page]*

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

**HONEYCUTT & ASSOCIATES, INC.**

  
Rodney Honeycutt, P.E.

Florida Registration No. 46917

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5<sup>th</sup> day of August, 2025, by Rodney Honeycutt of Honeycutt & Associates, Inc., who is personally known to me or who has produced N/A as identification, and did [ ] or did not [☒] take the oath.



SALLY FRISCEA  
Commission # HH 347572  
Expires January 17, 2027

  
Notary Public, State of Florida

Print Name: SALLY FRISCEA

Commission No.: HH 347572

My Commission Expires: JANUARY 17, 2027

**Exhibit A:**  
**Identification of Improvements**

KB Home Orlando LLC constructed and/or caused to be completed in and for the Willow Creek II Community Development District, the following Improvements located at the property depicted at **Exhibit B** known as “Verona Village C Phase 1.”

All improvements are as contemplated by the *Engineer’s Report*, dated January 14, 2025, and along with all Work Product related to said Improvements, are more generally identified as follows:

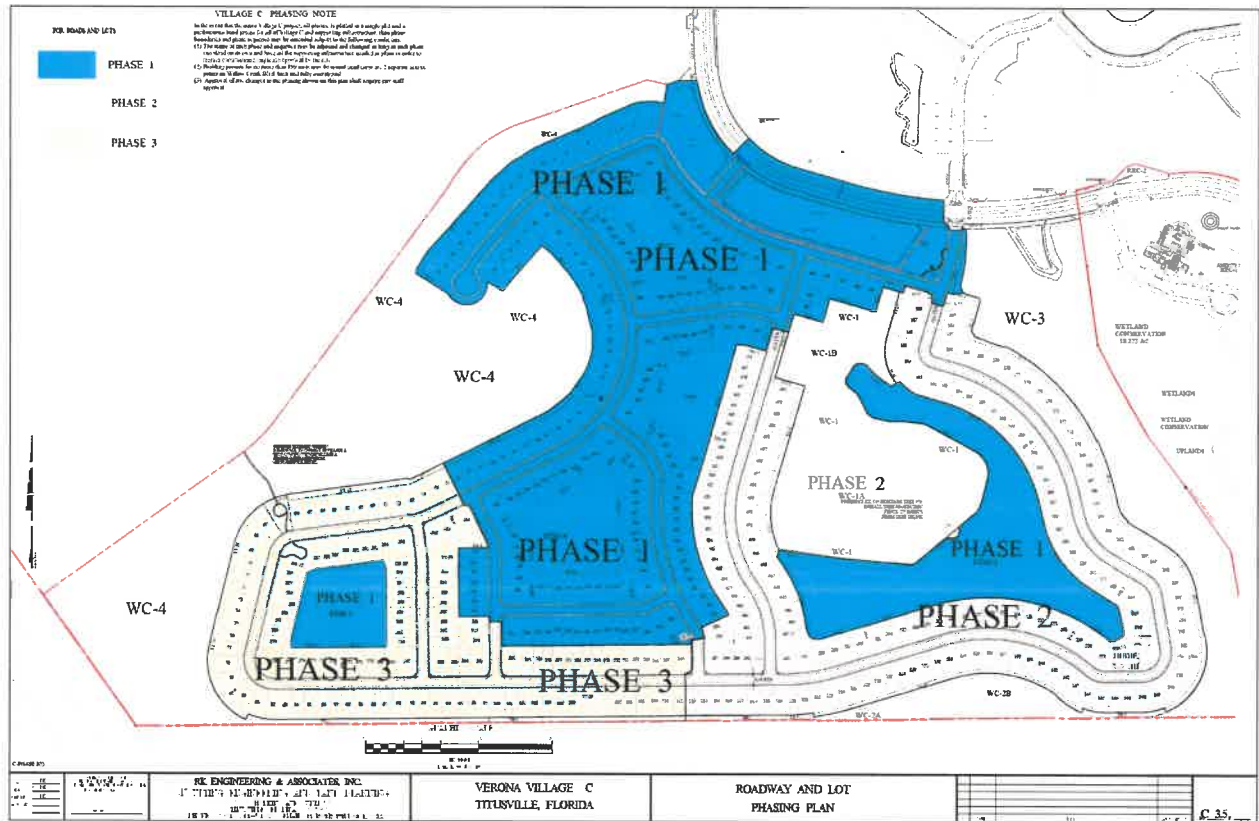
**SANITARY SEWER/REUSE UTILITIES:** All sanitary sewer and reuse lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably considered part of the aforementioned sanitary sewer and reuse utility improvements.

**ROADWAYS:** All roads, pavements, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the applicable rights-of-way.

**STORMWATER MANAGEMENT:** All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

**WORK PRODUCT:** All of the right, title, interest, and benefit 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, curb cut and right-of-way 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 above-referenced improvements.

# Exhibit B: Verona Village C Phase 1



**RELEASE OF RESTRICTIONS ON WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS, RELATED DOCUMENTS, AND SERVICES CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS**

**VERONA VILLAGE C PHASE 1 – SANITARY SEWER AND REUSE UTILITY, STORMWATER MANAGEMNET, AND ROADWAY IMPROVEMENTS**

THIS RELEASE is made the 4<sup>th</sup> day of August, 2025, by **RK Engineering & Associates, Inc.** (“**Professional**”), a Florida corporation, with an address of 3206 Hopkins Avenue, Unit 70, Titusville, Florida 32780, in favor of **Willow Creek II Community Development District** (“**District**”), a local unit of special-purpose government organized under Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

**RECITALS**

**WHEREAS**, Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain improvements as described in **Exhibit A** (“**Work Product**”), for KB Home Orlando, LLC (“**Developer**”) as owner and developer of lands within the District; and

**WHEREAS**, the District intends to acquire the Work Product from the Developer and thereby secure the unrestricted right to use and rely upon the same for any and all purposes; and

**WHEREAS**, the District has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product; and

**WHEREAS**, Professional has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and Professional agree as follows:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release. Professional acknowledges that the District is acquiring the Work Product from the Developer, and acquiring the Improvements to which it relates, and for that purpose the District has requested that Professional confirm the release of all restrictions on the District’s right to use and rely upon the Work Product.

**SECTION 2. RELEASE.** Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes. Further, Professional acknowledges that all warranties, contracts and rights and remedies thereunder and other forms of indemnification, if any, may be freely transferred to the District from the Developer.

**SECTION 3. CERTIFICATE OF PAYMENT.** Professional hereby acknowledges that Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product and that there is no disagreement as to the appropriateness of payment made for Work Product.

**SECTION 4. EFFECTIVE DATE.** This Release shall take effect upon execution. This Release is effective only for the Work Product identified in **Exhibit A**, and Professional is not waiving or releasing any rights with respect to future work to be conducted pursuant to its existing agreement.

ATTEST

**RK ENGINEERING & ASSOCIATES, INC.**

By: *Stephen Ficca*  
STEPHAN FICCA

By: *Richard Kern*  
Its: PRESIDENT

**STATE OF FLORIDA**

**COUNTY OF** BREVARD

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 4 day of August, 2025, by Richard Kern of RK Engineering & Associates Inc., who ☐ is personally known to me or ☒ who has produced FL Driver License as identification, and ☒ did or ☐ did not take the oath.

*James Heffernan*  
Notary Public, State of Florida  
Print Name: James Heffernan  
Commission No.: HH-248804  
My Commission Expires: 4-4-2026

**Exhibit A – Description of Work Product**



JAMES HEFFERNAN  
Commission # HH 248804  
Expires April 4, 2026

**Exhibit A:**  
Description of Work Product

**WORK PRODUCT:** All of the right, title, interest, and benefit 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, curb cut and right-of-way 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 Verona Village C Phase 1 sanitary sewer and reuse utilities, stormwater management, and roadway improvements.

# SECTION 8



July 18, 2025

Willow Creek II Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801

Re: Willow Creek II Community Development District  
Acquisition of District Improvements

Dear Mr. LeBrun:

KB Home Orlando LLC (“Developer”) has completed and requests that the District acquire certain master infrastructure improvements generally known as Verona Village C Phase 1 – Potable Water Utility Improvements (collectively, the “Improvements”), and associated plans, designs, permits and other work product (collectively, the “Work Product”), as more particularly described at **Exhibit A**, located on the property depicted at **Exhibit B**. Developer wishes to convey the Improvements, which are included in the District’s Capital Improvement Plan as described in the *Engineer’s Report*, dated January 14, 2025, to the District with the expectation that Developer may be reimbursed for all or part of the Improvements and/or Work Product from available District bond proceeds in the future, should such funds become available. The actual cost of constructing the Improvements and completing the Work Product is approximately \$ 1,049,013.72.

Notwithstanding anything to the contrary herein, to the extent any amounts remain to be paid to contractors or professionals performing the work, Developer agrees to timely make payment for all such amounts and to ensure that no liens are placed on the property.

Sincerely,

KB Home Orlando LLC

Acknowledged and Agreed to by:



Steve McConnell, Vice President of Land Development  
KB Home Orlando LLC

cc: Lauren Gentry, District Counsel  
Rodney Honeycutt, P.E., District Engineer

Enclosure

**Exhibit A:**  
**Identification of Improvements**

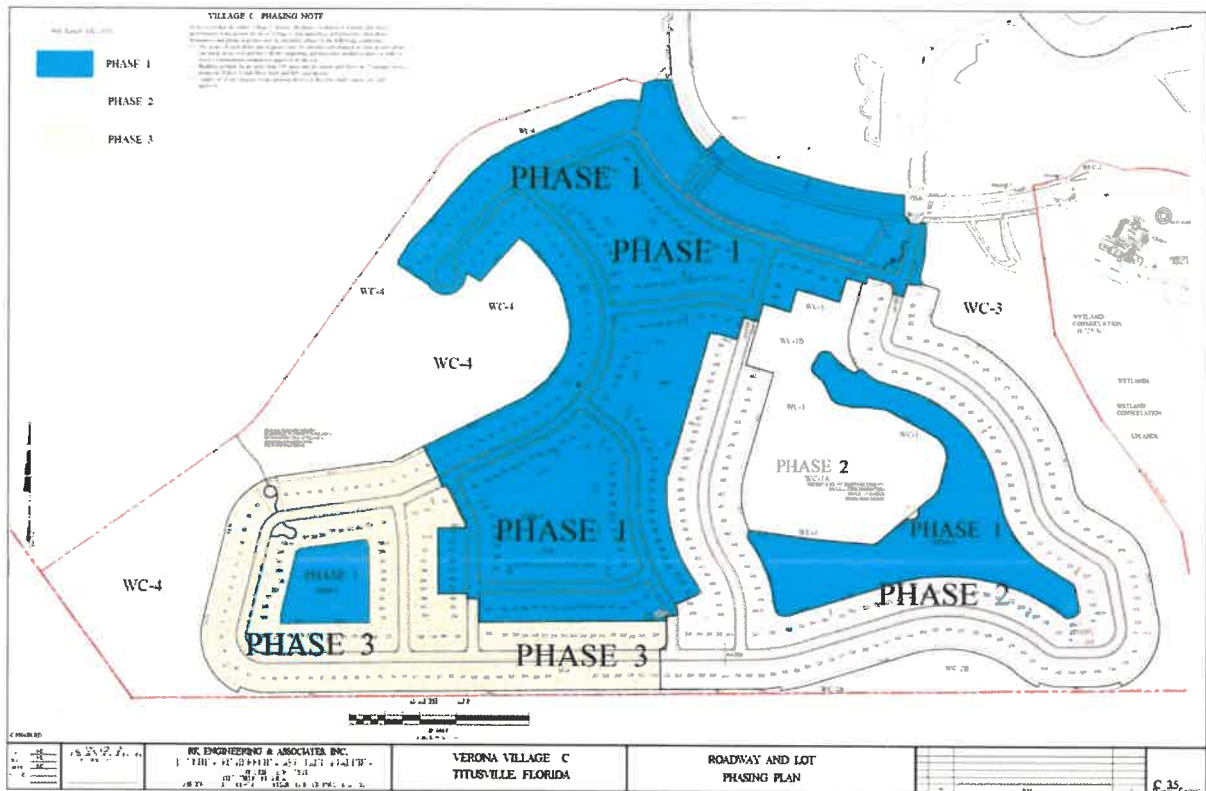
KB Home Orlando LLC constructed and/or caused to be completed in and for the Willow Creek II Community Development District, the following Improvements located at the property depicted at **Exhibit B** known as “Verona Village C Phase 1.”

All improvements are as contemplated by the *Engineer's Report*, dated January 14, 2025, and along with all Work Product related to said Improvements, are more generally identified as follows:

**POTABLE WATER UTILITIES:** All potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably considered part of the aforementioned potable water utility improvements.

**WORK PRODUCT:** All of the right, title, interest, and benefit 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, curb cut and right-of-way 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 above-referenced potable water utility improvements.

# **Exhibit B: Verona Village C Phase 1**



**AFFIDAVIT REGARDING COSTS PAID**

STATE OF FLORIDA  
COUNTY OF Orange

I, Steve McConn, as Vice President of Land Development for KB Home Orlando LLC, a Delaware limited liability company, 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 Steve McConn, and I am Vice President of Land Development for KB Home Orlando LLC ("Developer"). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Willow Creek II Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("District").
4. The Developer recognizes that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain certain improvements as is authorized pursuant to Chapter 190, *Florida Statutes*, including the improvements attached hereto as **Exhibit A** ("Improvements").
5. Developer has acted as prime general contractor and has expended funds to construct improvements and to complete or cause to be completed certain associated work product as described in the *Engineer's Report*, dated January 14, 2025. The attached **Exhibit A** accurately identifies the improvements/work product completed to date. Notwithstanding anything to the contrary herein, Developer agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation, is complete and on file with the Developer, and is capable of being produced upon request.
6. The Developer has expended at least \$ 1,049,013.72 to complete the Improvements and Work Product. The Developer has copies of invoices and proof of payment on file and agrees to produce said documentation to the District upon request.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Executed this 18<sup>th</sup> day of July, 2025.

**KB HOME ORLANDO LLC**, a Delaware limited liability company

Steve McConn  
By: Steve McConn

Its: Vice President of Land Development

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18<sup>th</sup> day of July, 2025, by Steve McConn, as Vice President of Land Development for KB Home Orlando LLC, for and on behalf of said entity. He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Eileen Sesto  
Notary Public Signature

Eileen Sesto  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No. HH 683570  
My Commission Expires: 07/12/29

**Exhibit A:**  
**Identification of Improvements**

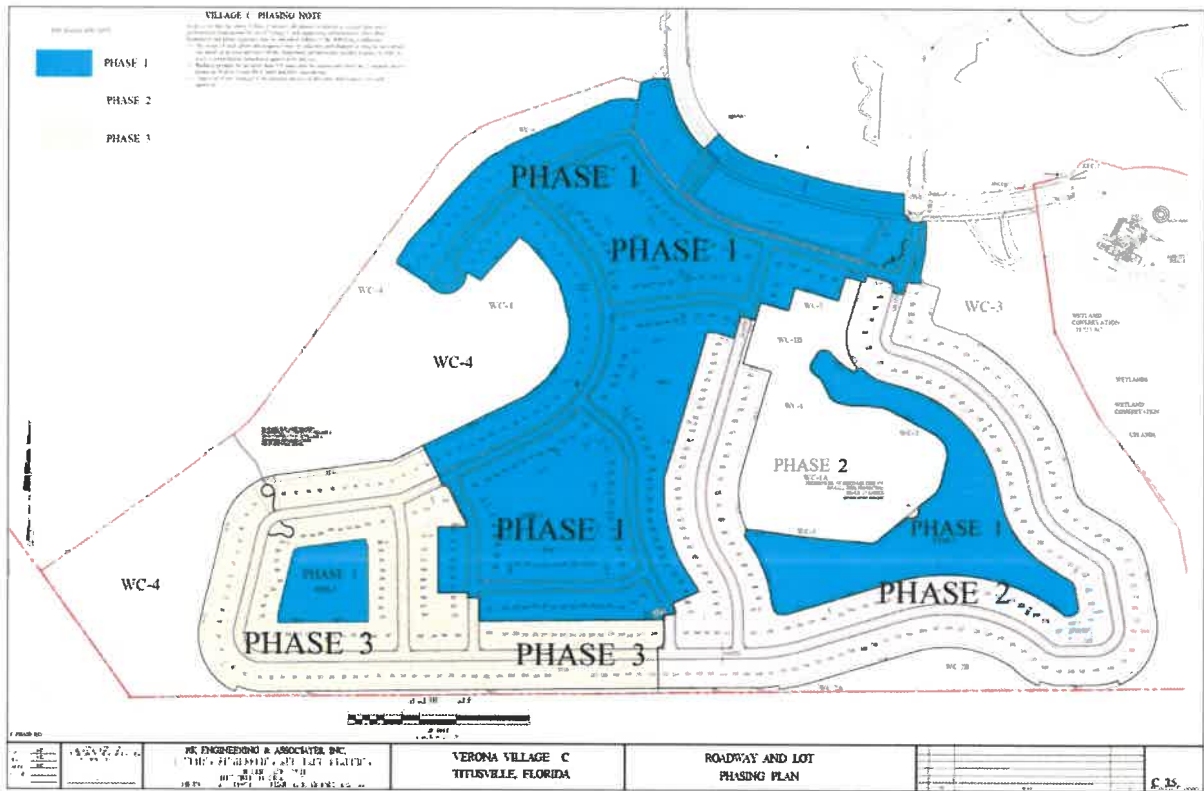
KB Home Orlando LLC constructed and/or caused to be completed in and for the Willow Creek II Community Development District, the following Improvements located at the property depicted at **Exhibit B** known as “Verona Village C Phase 1.”

All improvements are as contemplated by the *Engineer's Report*, dated January 14, 2025, and along with all Work Product related to said Improvements, are more generally identified as follows:

**POTABLE WATER UTILITIES:** All potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably considered part of the aforementioned potable water utility improvements.

**WORK PRODUCT:** All of the right, title, interest, and benefit 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, curb cut and right-of-way 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 above-referenced potable water utility improvements.

# **Exhibit B: Verona Village C Phase 1**



**DEVELOPER ACKNOWLEDGMENT OF ACQUISITION  
OF CERTAIN IMPROVEMENTS AND WORK PRODUCT**

**VERONA VILLAGE C PHASE 1 – POTABLE WATER UTILITY IMPROVEMENTS**

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 18<sup>th</sup> day of July, 2025, by Steve McConn, Vice President of Land Development for KB Home Orlando LLC, with offices located at 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819 (“Developer”), in favor of the **WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT** (“District”), a local unit of special-purpose government situated in the City of Titusville, Florida, with offices located at c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

**SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES.** Developer has managed, overseen, and contracted for the construction of certain infrastructure improvements (the “Improvements”) and associated plans, designs, permits and other work product (the “Work Product”) related to the development of Verona Village C Phase 1. The Improvements and Work Product completed and to be acquired are more specifically described in the attached **Exhibit A**.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Developer acknowledges that the District is acquiring or has acquired the Improvements and Work Product completed or caused to be completed by Developer.

**SECTION 3. CONTRACT RIGHTS.** Developer hereby expressly acknowledges the District’s right to enforce the terms of all contracts, purchase orders, or other agreements under which the Improvements and Work Product were completed, including but not limited to any warranties, contract rights and remedies, standard of care provisions and other forms of indemnification provided therein and/or available under Florida law. Developer agrees to cooperate in obtaining all releases, acknowledgments, and other documents the District requires from contractors and professionals who completed work necessary to construct or produce the Improvements and/or Work Product. In the event that such releases, acknowledgments, or other documents cannot be obtained, Developer agrees to provide such additional warranties or assurances as the District may require.

**SECTION 3. WARRANTY.** Developer hereby expressly provides to the District a one-year warranty from the effective date of this Acknowledgement on the materials and labor for the Improvements set forth in **Exhibit A**, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors, and hereby expressly acknowledges the District’s right to rely upon and enforce any other warranties provided under Florida law, including but not limited to those warranties provided by subcontractors, vendors, and materialmen.

**SECTION 4. INDEMNIFICATION.** Developer 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 Improvements identified in **Exhibit A** because of any act or omission of Developer, 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.** Developer hereby acknowledges that it has fully compensated all contractors, vendors, materialmen, professionals, or others performing work related to completion of the Improvements and the Work Product. Developer further certifies that no outstanding requests for payment exist related to the Improvements or Work Product identified in **Exhibit A**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as



to the appropriateness of payment made for the Improvements or Work Product.

**SECTION 6. PUBLIC RECORDS.** Developer acknowledges that all documents connected with the Improvements, Work Product, and acquisition thereof may be public records and treated as such in accordance with Florida law, and agrees to, upon request, produce such documentation, including but not limited to documentation of funds expended to construct the Improvements and complete the Work Product, such as invoices, payment applications, and other payment records.

**SECTION 7. EFFECTIVE DATE.** This Developer Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

**KB HOME ORLANDO LLC**, a Delaware limited liability company

Stephen White  
[signature]  
[print name]

[signature]  
By: Steve McConn  
Its: Vice President

STEPHEN FICCA  
[signature]  
[print name]

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18th day of July, 2025, by Steve McConn, as Vice President of Land Development for KB Home Orlando LLC, for and on behalf of said entity. He ☒ is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[signature]  
Notary Public Signature

Eileen Sesto  
(Name typed, printed or stamped),  
Notary Public, State of Florida  
Commission No. HH 683570  
My Commission Expires: 07/12/29

**Exhibit A:**  
**Identification of Improvements**

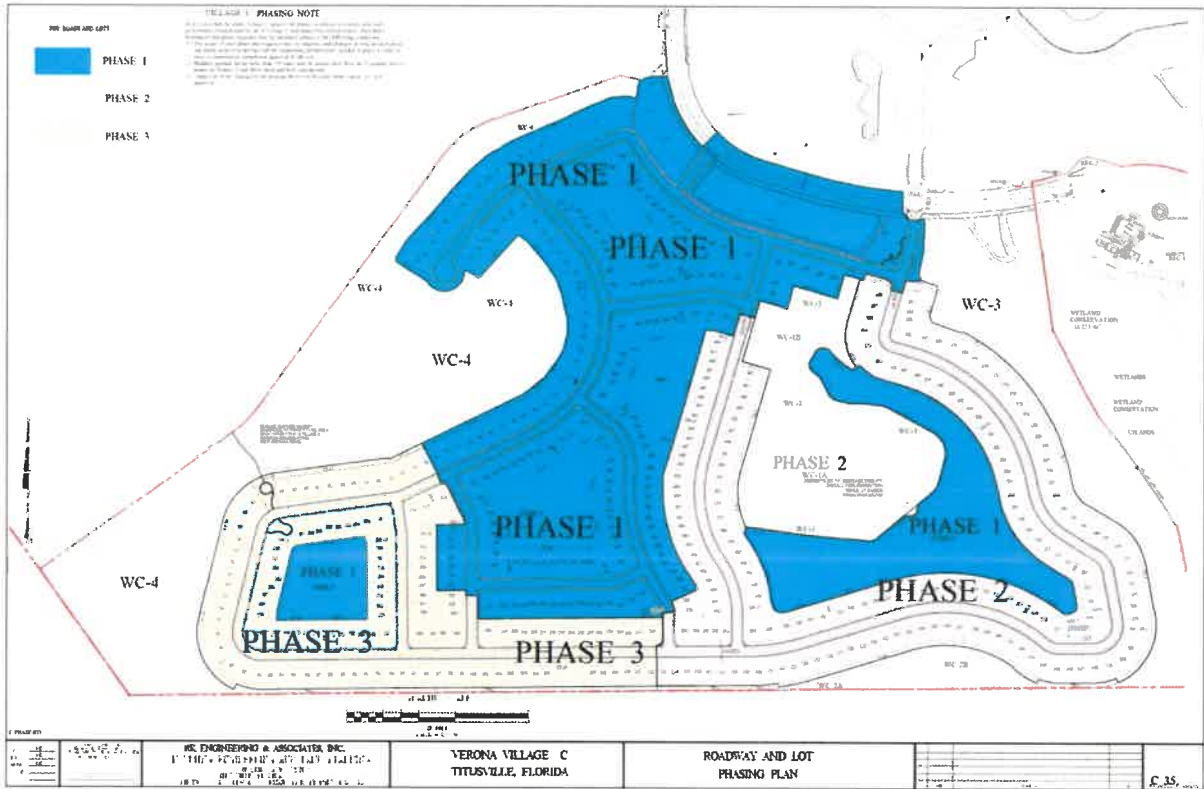
KB Home Orlando LLC constructed and/or caused to be completed in and for the Willow Creek II Community Development District, the following Improvements located at the property depicted at **Exhibit B** known as “Verona Village C Phase 1.”

All improvements are as contemplated by the *Engineer’s Report*, dated January 14, 2025, and along with all Work Product related to said Improvements, are more generally identified as follows:

**POTABLE WATER UTILITIES:** All potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably considered part of the aforementioned potable water utility improvements.

**WORK PRODUCT:** All of the right, title, interest, and benefit 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, curb cut and right-of-way 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 above-referenced potable water utility improvements.

# **Exhibit B: Verona Village C Phase 1**



**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND THE  
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE  
CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 18<sup>th</sup> day of July, 2025, by Noy Rivers, CEO of JON M. HALL COMPANY, LLC, a Florida limited liability company having offices located at 1400 Martin Luther King Jr. Boulevard, Sanford, Florida 32771 ("Contractor"), in favor of the **WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT** ("District"), which is a local unit of special purpose government situated in the City of Titusville, Florida, with offices located at c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

**SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES.** Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the "Improvements"). The Improvements constructed and acquired are more specifically described in the attached **Exhibit A**.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor.

**SECTION 3. WARRANTY.** Contractor hereby expressly provides to the District a one year warranty from the effective date of this Acknowledgement on the materials and labor for the Improvements set forth in **Exhibit A** and hereby expressly acknowledges the District's right to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. INDEMNIFICATION.** Contractor 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 Improvements identified in **Exhibit A** because of any act or omission of Contractor, 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.

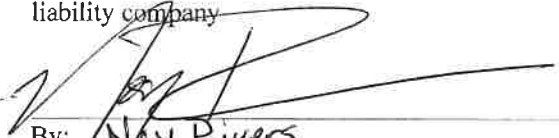
**SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit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

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

ATTEST

**JON M. HALL COMPANY, LLC**, a Florida limited  
liability company

  
Bryan Whetro  
[print name]

  
By: Noy Rivers  
Its: CEO

  
Lisa Consola  
[print name]

**EXHIBIT A**

[to be added]

## BILL OF SALE AND LIMITED ASSIGNMENT

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 18<sup>th</sup> day of July, 2025, by **KB Home Orlando LLC**, a Delaware limited liability company, whose address is 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819 (“**Grantor**”), and for the **Willow Creek II Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, (“**District**” or “**Grantee**”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

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

**NOW THEREFORE**, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below, located within the property as further described in **Exhibit A** attached hereto, to have and to hold for Grantee’s own use and benefit forever:

- a. **Improvements:** All Verona Village C Phase 1 improvements identified in **Exhibit A** attached hereto (together, “**Improvements**”); and
- b. **Work Product:** All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals, and work product (together, “**Work Product**”) relating to the Improvements if any; and
- c. **Warranty and Indemnity Rights:** All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights); and
- d. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work Product and Improvements; (ii) the Work Product and Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work Product and Improvements; and (iv) the Grantor will warrant and defend the sale of the Work Product and Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an “as is” basis; however, the Grantor represents that it has no knowledge of any defects whatsoever in the Work Product or Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor 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 Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law. This instrument shall be governed by, and construed under, the laws of the State of Florida.

5. As consideration for the sale of the Improvements and the Work Product, the Grantee shall make payment for the cost of the Improvements and Work Product up to the amounts set forth herein from the proceeds of any applicable current or future series of bonds, should such funds become available. Nothing herein shall obligate the Grantee to issue bonds. If no bonds are issued from which funds are available for the Improvements and Work Product, the Improvements and Work Product shall be deemed donations to the Grantee.

**[CONTINUED ON NEXT PAGE]**



WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES:

KB HOME ORLANDO LLC, a Delaware limited liability company

[Signature]  
Witness Signature  
Name: Stephen White  
Address: 9102 Southpark Center Loop  
STE 100, Orlando, FL 32819

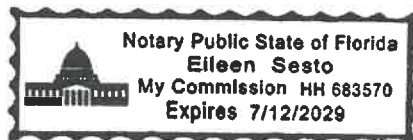
[Signature]  
By: Steve McConn Casey Dare  
Its: Vice President of Land Development  
Operations

[Signature]  
Witness Signature  
Name: STEPHEN FECCA  
Address: 9102 SOUTH PARK CENTER LOOP, STE 100  
ORLANDO, FL 32819

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18th day of July, 2025, by Steve McConn, as Vice President of Land Development for KB Home Orlando LLC, for and on behalf of said entity. He ☒ is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]  
Notary Public Signature

Eileen Sesto  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No. HH 683570  
My Commission Expires: 07/12/2029

Exhibit A: Identification of Improvements

**Exhibit A:**  
**Identification of Improvements**

KB Home Orlando LLC constructed and/or caused to be completed in and for the Willow Creek II Community Development District, the following Improvements located at the property depicted at **Exhibit B** known as “Verona Village C Phase 1.”

All improvements are as contemplated by the *Engineer's Report*, dated January 14, 2025, and along with all Work Product related to said Improvements, are more generally identified as follows:

**POTABLE WATER UTILITIES:** All potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably considered part of the aforementioned potable water utility improvements.

**WORK PRODUCT:** All of the right, title, interest, and benefit 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, curb cut and right-of-way 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 above-referenced potable water utility improvements.

[illegible]

## SECTION 9

**AGREEMENT BY AND BETWEEN THE WILLOW CREEK II COMMUNITY  
DEVELOPMENT DISTRICT AND KB HOME ORLANDO LLC REGARDING THE  
ACQUISITION OF WORK PRODUCT, IMPROVEMENTS AND REAL PROPERTY**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 18<sup>th</sup> day of July 2025, by and between:

**WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Titusville, Florida, and whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “**District**”); and

**KB HOME ORLANDO LLC**, a Delaware limited liability company authorized to conduct business in the State of Florida, the developer and a landowner within the District, with a mailing address of 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819, and its successors and assigns (the “**Developer**” and, together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “**Improvements**”) within and without the boundaries of the District, and the anticipated cost thereof, as described in that certain *Engineer’s Report*, dated January 14, 2025 (the “**Engineer’s Report**” and the project detailed therein, the “**Capital Improvement Plan**”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Developer is the owner and the developer of certain lands within the boundaries of the District applicable to the Capital Improvement Plan, as identified in the Engineer’s Report, within which a portion of the District Improvements will be located; and

**WHEREAS**, the District intends to finance all or a portion of the Improvements through the anticipated issuance of tax exempt bonds (“**Bonds**”) in the future; and

**WHEREAS**, because the Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Capital Improvement Plan (“**Work Product**”); and

**WHEREAS**, the District acknowledges the Developer's need to have the Improvements, including the Capital Improvement Plan, constructed in an expeditious and timely manner in order to develop the District lands; and

**WHEREAS**, the District agrees that it will not have sufficient monies to proceed with either preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Bonds; and

**WHEREAS**, to avoid a delay in the commencement of the construction of the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

**WHEREAS**, in conjunction with the acquisition of the Work Product and/or Improvements, the Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the "**Real Property**"); and

**WHEREAS**, the Developer and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**SECTION 2. WORK PRODUCT.** The District agrees to pay the lesser of actual cost incurred by the Developer or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the "**Acquisition Date**"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "**Board**") the total actual amount of cost, which, in the District Engineer's commercially reasonable opinion, is appropriate for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee for the Bonds (the "**Trustee**"). In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit

which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

**A.** The Developer agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

**B.** The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Developer a non-exclusive license (without the right to sublicense) to use the Work Product to the extent reasonably required by the Developer in connection with the ownership, construction, development, and management of the Capital Improvement Plan or other lands owned by the Developer to which such Work Product pertains. To the extent determined necessary by the District, the Developer shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

**C.** Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Developer to the District in respect thereto, except for the Developer's warranty that it has paid for the Work Product and has the right to convey it to the District.

**D.** The Developer agrees to make reasonable good faith efforts, but without imposing any requirement on the Developer to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

**E.** The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

**SECTION 3. IMPROVEMENTS.** The Developer has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Developer for those portions of the Improvements which have been commenced or completed prior to the issuance of the Bonds. When a portion of the Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any Real Property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide the Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

**A.** All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Developer agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

**B.** The District Engineer shall certify as to the actual cost of any Improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the fair market value of the Improvement, whichever is less, as determined by the District Engineer.

**C.** The Developer agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

**D.** Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Developer and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications



necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**SECTION 4. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Developer providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Bonds are actually issued, the Developer agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

**SECTION 5. CONVEYANCE OF REAL PROPERTY.**

**A. Conveyance.** In the event that Real Property interests are to be conveyed by the Developer and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Developer, then in such event, the Developer agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Developer or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by the Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay all costs associated with the conveyance of the lands upon which the Improvements are constructed, including but not limited to recording fees, documentary stamps, title insurance premiums, and any other closing costs. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy with coverage amounts equal to the fair market value of the conveyed property in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere

with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

**B. *Boundary or Other Adjustments.*** The Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in the Developer's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Developer to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

#### **SECTION 6. TAXES, ASSESSMENTS, AND COSTS.**

**A. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Brevard County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title within fifteen (15) business days prior to the date of transfer, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

**1.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed, with such payment to be made within thirty (30) days of receipt of an invoice from the District.

**2.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

**B. *Notice.*** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within fifteen (15) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at

the maximum rate allowed by law from the date of the payment made by the District.

**C. Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and the Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds ("**Prior Acquisitions**"). The District agrees to pursue the issuance of the Bonds in good faith and, within thirty (30) days from the issuance of such Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Should any proceeds flow to the acquisition and construction account as a result of the satisfaction of a debt reserve release requirement(s), as such requirement(s) is/are defined in the Master Trust Indenture or the relevant Supplemental Trust Indenture, such proceeds shall be used to make payment to the Developer for any Work Product, Improvements, Real Property, or reimbursable Advanced Funds eligible for payment as set forth herein no later than thirty (30) days from the later of the date the funds are released into the acquisition and construction account or the date the Developer provides all necessary documentation to support a payment under this Agreement. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Bonds or in the advice of bond/tax counsel the District cannot reimburse the Prior Acquisitions due to time or other legal considerations and, thus does not make payment to the Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District intends to convey some or all of the Improvements to the State of Florida, the City of Titusville, and Brevard County and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

**SECTION 8. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

**SECTION 9. INDEMNIFICATION.** For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim,

suit, etc.; provided, however, that the Developer shall not indemnify the District for (i) a default by the District under this Agreement, (ii) the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence, or (iii) any claims arising after the date of acquisition of the relevant Real Property, Improvement or Work Product by the District.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and the Developer relating to the subject matter of this Agreement.

**SECTION 12. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee for the Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding.

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

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

**A. If to the District:** Willow Creek II CDD  
c/o Governmental Management Services – Central  
Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

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

**B. If to the Developer:** KB Home Orlando LLC  
9102 Southpark Center Loop, Suite 100  
Orlando, Florida 32819

Attn: \_\_\_\_\_

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

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

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

**SECTION 17. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. Such consent shall not be required in the event of a sale of the majority of the Capital Improvement Plan then-owned by the Developer, and upon notice to the District, pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

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

**SECTION 19. EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the District and the Developer.

**SECTION 20. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within ten (10) years from the date of this Agreement, or upon thirty (30) days written notice to Developer of Developer's material breach of this Agreement that remains uncured during such notice period.

**SECTION 21. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Developer acknowledges that the designated public records custodian for the District is **Governmental Management Services – Central Florida, LLC** (the “Public Records Custodian”). Among other requirements and to the extent applicable by law, the Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement’s term and following the contract term if Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Developer, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO DEVELOPER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (407) 841-5524, JLEBRUN@GMSCFL.COM, OR 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement

shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

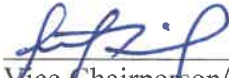
**SECTION 25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Electronic signatures are permitted under Section 668.50, *Florida Statutes*, as amended. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 26. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** The Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Developer agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*, prior to commencing any work under this Agreement and annually thereafter on the anniversary date of this Agreement.

*[Remainder of this page left intentionally blank]*

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

**WILLOW CREEK II COMMUNITY  
DEVELOPMENT DISTRICT**



Vice Chairperson/Assistant Secretary, Board of  
Supervisors

**KB HOME ORLANDO LLC**



Steve McConn, Vice President of Land  
Development

**EXHIBIT A:** *Engineer's Report*, dated January 14, 2025



**EXHIBIT A:**

*Engineer's Report, dated January 14, 2025*

*[attached beginning at following page]*

# SECTION 11

# SECTION C



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# WILLOW CREEK I AND II CDD

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August 2025 Field Report





## *WILLOW CREEK I AND II CDD*

### **Field**

- New company (Robertson's) started service in July.
  - Working out some kinks but overall service has been good.
- Tree trimming/removal was done by Weber
- Tree trimming proposal for behind Lot 76
- Irrigation issues
  - New company found a big break in irrigation system, working on making sure everything is good.
  - Some sprinklers have been fixed
- Working on second round of erosion issues
  - Approximately 130 houses dealing with minor to major erosion issues
  - Looking to add dirt to regrade slopes and then add sod
  - List of addresses compiled and sent to Robertson's

### **LAKES**

- Ponds were treated by Solitude.
- Fountain at front of community stopped working
  - Quote for repair or replacement

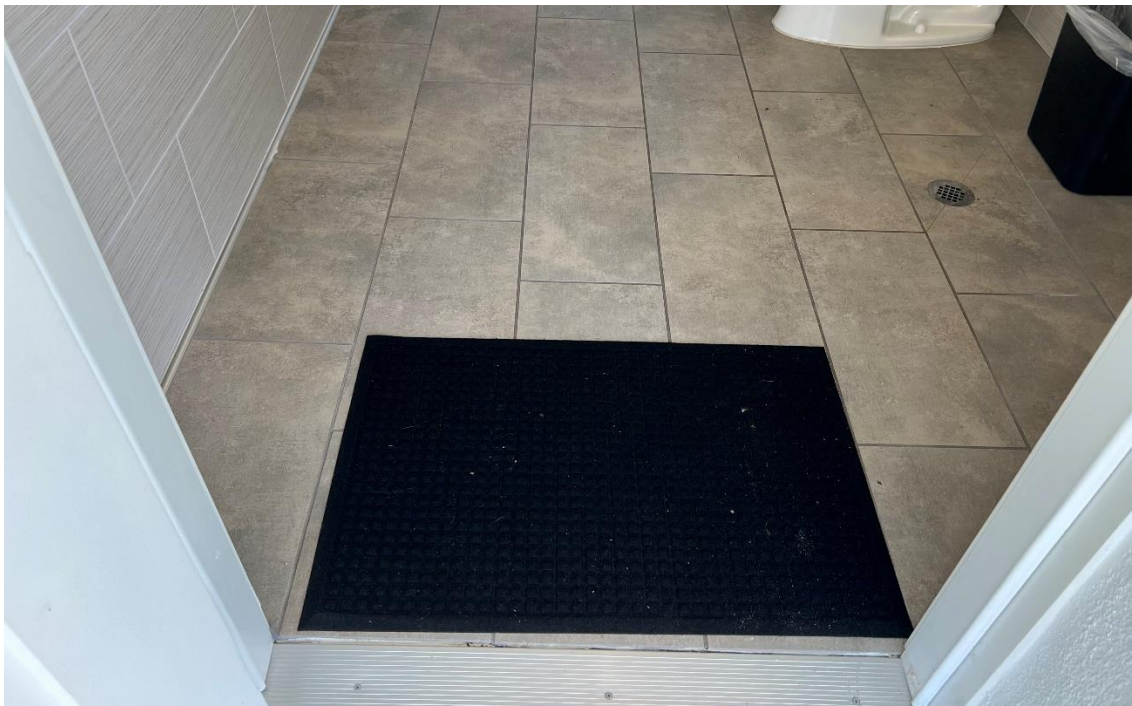
### **Clubhouse**

- Pressure washing quotes for clubhouse area
  - Beacon
  - Ken Horn
  - Cape Coast
- Urinal was fixed due to a leak
- Strada installed additional key fob access points to door by gym and pool gate by the pickleball courts
- Gym Equipment Installation
- Key Fob distribution

- Approximately 285 distributed so far
- Looking at placing an order for additional fobs
  - 50 cards for \$350- likely need to order 150-200 more for now
  - Have approximately 110 left
- Pool Table was refelted after being ripped



- Added mat to family bathroom to help with water coming from pool area





FIELD SUPERVISOR REPORT

Nicole Corbin

[nicolec@calm-ii.com](mailto:nicolec@calm-ii.com)

Phone# 954-721-8681 ex.229

- Pool tiles were replaced due to damage
  - Removed lounge chairs from sundeck of pool
- Changed hours to 7am-8:30pm for summer
  - Will be changing hours with gym equipment arrival (pool/pickleball hours will stay the same)
- First community room rental went well. Have two booked for August and others for later in the year.
- Playground
  - Benches
  - Trashcan
  - Mentioned KB doing it back at March Meeting?
- List of clubhouse needs- Waiting on KB
  - Family restroom door handle switched out to latch
  - Holes in splashpad area from fence being moved
  - Bricks on pool deck were not installed (5 bricks)
  - Water drinking fountain outlet issue
  - Door handle replaced in cleaning closet
- TV for Community Room- **Samsung -Class U8000F Series Crystal UHD 4K Smart Tizen TV (2025)**
  - TV Size
    - 65"
      - Around \$500
    - 70"
      - Around \$600
    - 75"
      - Around \$700
    - 85"
      - Around \$1200
  - Mount
    - \$60
  - Delivery and installation by Best Buy
    - Around \$350
  - Cable with local channels and sports
    - Would increase Spectrum bill by \$70

# SECTION i



# SECTION 1



ESTIMATE	#20116
ESTIMATE DATE	Aug 4, 2025
EXPIRATION DATE	Sep 3, 2025

Willow Creek  
1756 Pecorino Ct  
Titusville, FL 32780

(321) 604-9098  
nicolec@calm-ii.com

CONTACT US  
560 Solutions Way  
Rockledge, FL 32955

(321) 507-4851  
info@beaconcleaningfl.com

ESTIMATE

Option #1

Services	qty	unit price	amount
Exterior Cleaning Complete cleaning of Clubhouse exterior- removing all mold/mildew, dirt, and debris.	1.0	\$699.00	\$699.00
Pressure Washing Complete cleaning of patio and walkways including spot cleaning around downspouts.	1.0	\$399.00	\$399.00
Pool Pump Drain Cleaning Clean out pool pump drain- complimentary w/ above services.	1.0	\$0.00	\$0.00

Services subtotal: \$1,098.00

Subtotal	\$1,098.00
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**Total** **\$1,098.00**

Option #2- INCLUDES POOL/PATIO FURNITURE

Services	qty	unit price	amount
Exterior Cleaning Complete cleaning of Clubhouse exterior- removing all mold/mildew, dirt, and debris.	1.0	\$699.00	\$699.00
Pressure Washing Complete cleaning of patio and walkways including spot cleaning around downspouts.	1.0	\$399.00	\$399.00
Pool/Patio Furniture Cleaning Complete cleaning of all furniture on pool deck and in covered patio area.	1.0	\$300.00	\$300.00
Pool Pump Drain Cleaning Clean out pool pump drain- complimentary w/ above services.	1.0	\$0.00	\$0.00

Services subtotal: \$1,398.00

Subtotal	\$1,398.00
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<b>Total</b>	<b>\$1,398.00</b>
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## SECTION 2



## Cape Coast Pressure Cleaning

3355 Flounder Creek Road MAILING ADDRESS | Mims, Florida 32754  
321-603-2021 | Info@capecoastcleaning.com | Capecoastcleaning.com

### RECIPIENT:

#### Willow Creek II CDD

1756 Pecorino Court  
Titusville, Florida 32780

### Quote #481

Sent on Jul 04, 2025

**Total \$3,800.00**

Product/Service	Description	Qty.	Unit Price	Total
Pressure Washing	pressure washing of HOA clubhouse, open patios, pool deck and furniture. rinse all exterior walkways. algaecide application included mold/mildew, dirt and grime. scrub any mud dobber nest and remove stains to best of their ability. both building total sq ft is 4,479 s Open porches total sq ft 3,823 Pool deck sq ft - 10,313 plus furniture soap and and rinse includes pay ground	1	\$3,800.00	\$3,800.00

**Total \$3,800.00**

both building total sq ft is 4,479 s  
Open porches total sq ft 3,823  
Pool deck sq ft - 10,313  
plus furniture soap and and rinse  
includes playground

This quote is valid for the next 30 days, after which values may be subject to change.

Willow Creek II CDD is aware of any current material defects, normal use, depreciation, deterioration, erosion of building and areas prior of cleaning.

## SECTION 3

Kenneth Horn's  
Roof Cleaning & Pressure Cleaning Services  
1189 Sunnybrook Lane, Rockledge, FL 32955  
321-693-6453



Licensed and Insured

## ESTIMATE

Date: August 1, 2025

Prepared for: Nicole Corbin

% Toscana Village at Verona Clubhouse

Address: 1756 Pecorino Court, Titusville

Phone: 321-60-49098

DESCRIPTION	PRICE
<b>Wash lanai/cooldeck flooring and paver pool deck</b> <ul style="list-style-type: none"><li>with soap solution to clean all mildew, dirt, and dust</li><li>and then rinse off all debris with a soft wash and clean water.</li></ul>	\$1,415
<b>Wash all the exterior walls of both buildings and all columns</b> Includes cleaning the soffits, fascia and outside gutters <b>Does Not Include wall surfaces on roof</b> <ul style="list-style-type: none"><li>with a soap solution applied to all areas.</li><li>All walls will be rinsed with clean water and a soft wash to clean all the dust, dirt, mildew, and bugs off.</li></ul> <b>NOTE:</b> The ceilings can not be washed because they are drywall	\$710
<b>Wash all cloth, plastic, and vinyl chairs, cushions, and tables under the roof and pool areas (136)</b> <ul style="list-style-type: none"><li>Apply soap solution to all chairs, cushions, and tables to clean all mildew, dirt, and dust off</li><li>and then rinse off all debris with a soft wash and clean water.</li></ul>	\$470
Initial Cleaning	\$2,595
20% discount if cleaned every 6 months	-\$520
TOTAL	\$2,075

Questions? Schedule an appointment...Contact Ken Horn...Text or call...(321) 693-6453

*Thank-you for contacting Kenneth Horn's Roof Cleaning and Pressure Washing.*

Cleaning up Brevard County's home since 2003!



*Save 20% in 2026*



Don't let your biggest investment become dirty in 2026;  
a dirty 🏠 home is a sad 😞 home, BUT a clean ✨ home is a happy 😊 home!



Start with the initial cleaning, then **SAVE 20%**  
By scheduling one of the following maintenance plans within a year:

**Once a year cleanings:**

- 🧼 Roof   🧼 Solar Panels   🧼 Sidewalk, driveway, front entrance, and street gutters
- 🧼 Gutters, Fascia, Soffits and Exterior walls of your house

**-OR-**

**Every 3- 6 months**

- 🧼 screened enclosure cleaned inside and out   🧼 porch/lanai flooring   🧼 pool deck



Need something else cleaned? Just ask-most times if it has an exterior surface, I can clean it!



Don't be put on your HOA's Naughty List ever again!

📞 Call or 💬 text for a free estimate

**321-693-6453**



## SECTION ii

## **SERVICES AGREEMENT**

PROPERTY NAME: Willow Creek CDD II

CUSTOMER NAME: **Willow Creek CDD II**

SERVICE DESCRIPTION: 2025 Airmax Replacement Fountain at FTN 1

EFFECTIVE DATE: **August 6, 2025**

SUBMITTED TO: Jeremy Leburn

SUBMITTED BY: Andres Lopez, Operations Manager; Andrea Jones, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly



covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.



Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration



hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.



[SIGNATURES FOLLOW ON THE NEXT PAGE]

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

WILLOW CREEK CDD II

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_

**Please Mail All Notices and Agreements to:**

**SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**



### **SCHEDULE A – SCOPE OF SERVICES**

#### Airmax Replacement Fountain Installation:

1. Company will install the following floating surface aerator:

- 1 Airmax Lake Series 5 HP (230V/1PH)\*\***

Includes: **Two Nozzle Pattern** (Crown & Gusher)  
Standard Stainless-Steel Intake Debris Screen  
**200 ft.** of underwater power cable  
Underwater Oil Cooled motor w/ Thermal Protection  
Control Panel (UL Listed / NEMA Rated)  
GFCI Protection Breaker  
Motor Starter / Contactor  
Motor Overload Protection Assembly  
24-hour Digital Programmable Timer\*  
Control Fuse Protection  
All labor and parts necessary for proper installation\*\*\*

*\*Programmable digital timer includes complete daily programmability, automatic adjustments for daylight savings time, battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.*

*Easy programming with daily, weekly & impulse programming (up to 20 events)  
LED power indicator  
LCD screen display  
Lithium battery for memory backup  
Three-way operation manual  
Digital Electronics time switch  
One touch, multi-functional keys*

*\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.*

*\*\*\*The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).*



Lighting Installation:

1. Fountain will include an RGBW (red, green, blue, white) LED Underwater Lighting Package:  
Includes: **12** Underwater LED RGBW Lights  
**200 ft.** of underwater power cable  
Control panel with nine (9) preset programs featuring endless color options.  
Adjustable Above Waterline, Snap-On Design  
**Wireless RF Remote with 200' Range**  
24-hour Digital Programmable Timer\*  
GFCI Protection Breaker  
Control Breaker  
Control Fuse Protection  
All labor and parts necessary for proper installation

Airmax Manufacturer Warranty:

1. Manufacturer warrants fountains for **five (5) years** from the date of installation against any defects in materials and workmanship.
2. Manufacturer warrants light sets for **three (3) years** from the date of installation against any defects in materials and workmanship.
3. The manufacturer's warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer performs any service, repair, or other work to the fountain aeration system.
  - b. The fountain system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

SÖLitude Lake Management Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Company warrants all labor for the fountain/aeration system for a period of **ninety (90) days** from the date of installation.
3. The Company warranty will be voided if:
  - a. Any person not specifically authorized by Company performs any service, repair, or other work to the fountain/aeration system.
  - b. The fountain/aeration is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.
4. The customer will be responsible for shipping charges to return the items for evaluation and repair in the event the items are not covered by the warranty. The customer will be responsible for repair or replacement costs, along with the return shipping and labor associated with SÖLitude Lake Management.

General Qualifications:

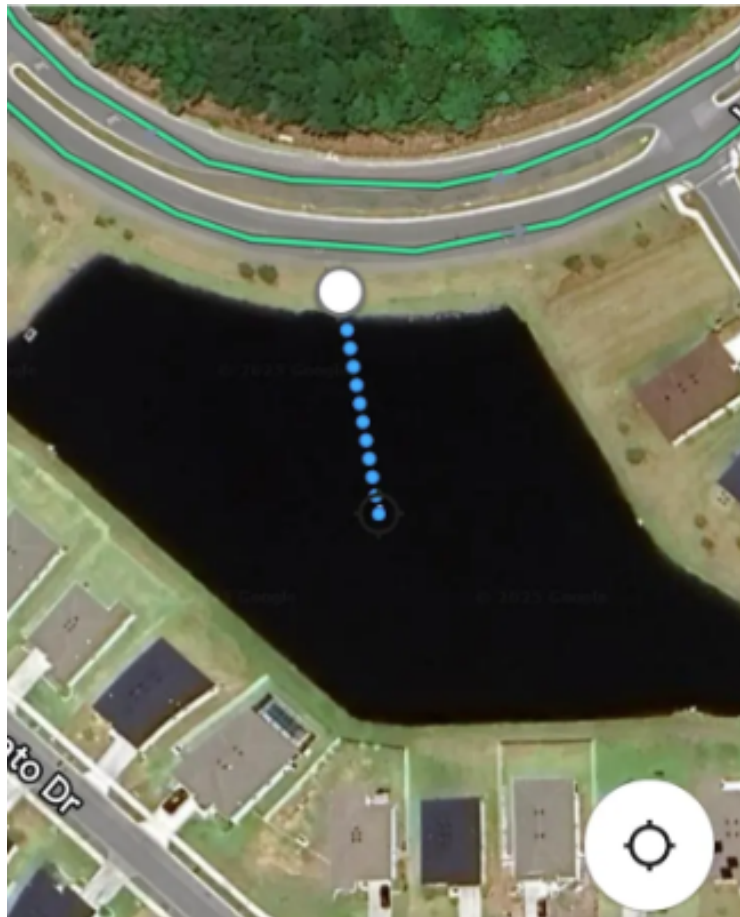
1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach





that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.





**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$22,682.00** Price is valid for 60 days from the Effective Date

**Due upon execution of this Agreement: 50% of the Total Price**

**Due upon completion of the services: remaining 50% of the Total Price**

## SECTION iii



SCOPE OF SERVICE: Cut Down tree behind residents, Village B lot 76	COST
Cut down Oak tree located behind lot, Village B Lot 76	\$1,680.00
Total Cost:	\$1,680.00

The Customer Contact hereby authorizes Weber Environmental Services to complete the Scope of Services as described herein and agrees to the attached Terms and Conditions. The price is good for 30 days from the date of this Enhancement Authorization. A service charge shall be added to all balances not paid with 30 days of this Enhancement Authorization, which shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law. In addition to the service charge, Client shall reimburse Continuum for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Weber Environmental Services in collecting overdue amounts. 30 Day Price Guarantee.

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Printed Name

# SECTION D

# SECTION i

**BOARD OF SUPERVISORS MEETING DATES  
WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2026**

The Board of Supervisors of the **Willow Creek II Community Development District** will hold their regular meetings for Fiscal Year 2026 at the **Willow Creek Amenity Center, 1756 Pecorino Ct., Titusville, Florida 32780 at 1:30 p.m. on the second Tuesday of the month**, indicated as follows:

**October 14, 2025  
November 11, 2025  
December 9, 2025  
January 13, 2026  
February 10, 2026  
March 10, 2026  
April 14, 2026  
May 12, 2026  
June 9, 2026  
July 14, 2026  
August 11, 2026  
September 8, 2026**

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager at 219 E. Livingston Street, Orlando, FL 32801; by calling (407) 841-5524, during normal business hours, or by visiting the District's website at <https://www.willowcreekcdd.com/>.

A meeting may be continued to a date, time, and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors may participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings 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 such appeal is to be based.

Jeremy LeBrun  
Governmental Management Services – Central Florida, LLC  
District Manager

## SECTION 12



# SECTION A

**Willow Creek II**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Fiscal Year 2025**  
**Funding Request list**

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
5/7/2025	FR # 5	\$46,835.19
6/4/2025	FR # 6	\$44,635.62
6/3/2025	FR # 7	\$41,950.00
7/7/2025	FR # 8	\$62,463.47
<b>TOTAL</b>		<b>\$195,884.28</b>

# Willow Creek II

Community Development District

**BILL TO:** KB Homes - Orlando  
9102 Southpark Center Loop  
Suite 100  
Orlando, FL 32819

May 7, 2025  
Funding Request #5

PAYEE		GENERAL FUND	
1	<b>Weber Environmental Services LLC</b>		
	Inv#204261 May Lawn Maintenance	\$	12,383.00
	Inv#204263 May Amenity Lawn Maintenance	\$	1,305.00
	Inv#204173 Regrade erosion-install cord grass	\$	13,725.00
2	<b>Community Association Lifestyle Managemenet II</b>		
	Inv#133 May - Amenity Mgmt	\$	6,850.92
3	<b>GMS</b>		
	Inv#8 May - Field Service (Gannet already funded)	\$	1,299.73
	Inv#7 May - Administration	\$	3,252.40
4	<b>CSS Clean Star Service</b>		
	Inv#14880 April - monthly cleaning	\$	2,450.00
5	<b>Solitude Lake Management</b>		
	Inv#PS1168645 May - Lake maintenance	\$	1,335.00
6	<b>Strada Security</b>		
	Inv#0525299334 May - Monitoring service	\$	85.99
7	<b>FPL</b>		
	Account#64812-20447 Pool 3/13-4/11/25	\$	1,276.69
	Account#99447-10442 Clubhouse 3/13-4/11/25	\$	546.46
8	<b>Cape Coast Pressure Cleaning</b>		
	Inv#251 pressure washing brick/stone wall pool	\$	325.00
9	<b>Loggins Pools LLC</b>		
	Inv#22162 April Pool service	\$	2,000.00
<b>TOTAL</b>		<b>\$</b>	<b>46,835.19</b>

Please make check payable to:

**Willow Creek II Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351

# Willow Creek II

Community Development District

**BILL TO:** KB Home - Orlando  
9102 Southpark Center Loop  
Suite 100  
Orlando, FL 32819

June 4, 2025  
Funding Request #6

PAYEE		GENERAL FUND
1	<b>Weber Environmental Services LLC</b>	
	Inv#205505 June Lawn Maintenance	\$ 12,383.00
	Inv#205507 June Amenity Lawn Maintenance	\$ 1,305.00
	Inv#205255 Remove mulch and dirt/inst gravel and mulch	\$ 625.00
2	<b>Community Association Lifestyle Managemenet II</b>	
	Inv#138 June - Amenity Mgmt	\$ 6,850.92
3	<b>GMS</b>	
	Inv#10 June - Field Service (Cape Coast already funded)	\$ 2,955.28
	Inv#9 June - Administration	\$ 3,250.00
4	<b>CSS Clean Star Service</b>	
	Inv#15116 June - monthly cleaning	\$ 2,300.00
5	<b>Solitude Lake Management</b>	
	Inv#PSI176863 June - Lake maintenance	\$ 1,335.00
6	<b>Strada Security</b>	
	Inv#0625303600 June - Monitoring service	\$ 85.99
	Inv#314573229 Security Deposit	\$ 2,440.00
7	<b>FPL</b>	
	Account#64812-20447 Pool 4/11/25-5/10/25	\$ 1,381.91
	Account#99447-10442 Clubhouse 4/11/25-5/10/25	\$ 719.07
8	<b>City of Titusville</b>	
	Acct#141914 Water/Sewer Clubhouse 4/10-5/6/25	\$ 770.70
9	<b>Loggins Pools LLC</b>	
	Inv#22842 June Pool service	\$ 2,000.00
10	<b>Honeycutt &amp; Associates, Inc</b>	
	Inv#25912-3 Engineer service	\$ 6,233.75
<b>TOTAL</b>		<b>\$ 44,635.62</b>

Please make check payable to:

**Willow Creek II Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351

# Willow Creek II

Community Development District

**BILL TO:** KB Homes - Orlando  
9102 Southpark Center Loop  
Suite 100  
Orlando, FL 32819

June 3, 2025  
Funding Request #7

PAYEE		GENERAL FUND	
1	<b>Ardent Fitness</b> Inv#242211	Fitness equipment	\$ 41,950.00

<b>TOTAL</b>	<b>\$ 41,950.00</b>
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Please make check payable to:

**Willow Creek II Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351

# Willow Creek II

## Community Development District

**BILL TO:** KB Home - Orlando  
9102 Southpark Center Loop  
Suite 100  
Orlando, FL 32819

July 7, 2025  
Funding Request #8

PAYEE		GENERAL FUND
1	<b>Robertson's Lawns Inc.</b> Inv#25-000499 July Lawn Maintenance	\$ 16,000.00
2	<b>Community Association Lifestyle Managemenet II</b> Inv#143 July - Amenity Mgmt	\$ 6,850.92
3	<b>GMS</b> Inv#12 July - Field Service Inv#11 July - Administration	\$ 1,101.42 \$ 3,257.17
4	<b>CSS Clean Star Service</b> Inv#15351 June - monthly cleaning	\$ 2,300.00
5	<b>Kilinksi Van Wyk PLLC</b> Inv#12433 May-Validation Inv#12386 May-General Inv#11943 March-General Inv#12195 April-General Inv#11692 February-Validation Inv#11944 March-Validation Inv#12196 April-Validation	\$ 7,489.00 \$ 2,849.50 \$ 2,320.50 \$ 2,458.75 \$ 95.00 \$ 1,241.00 \$ 7,420.52
6	<b>Solitude Lake Management</b> Inv#PSI185146 July - Lake maintenance	\$ 1,335.00
7	<b>Strada Security</b> Inv#0725307857 July - Monitoring service	\$ 85.99
8	<b>FPL</b> Account#64812-20447 Pool 5/13-6/12/25 Account#99447-10442 Clubhouse 5/13-6/12/25	\$ 1,236.99 \$ 905.72
9	<b>City of Titusville</b> Acct#141914 Water/Sewer Clubhouse 5/6-6/3/25	\$ 3,325.71
10	<b>Loggins Pools LLC</b> Inv#23959 July Pool service	\$ 2,000.00
11	<b>Spectrum</b> Inv#0595015061325 Internet 6/13-7/12/25	\$ 190.28
<b>TOTAL</b>		<b>\$ 62,463.47</b>

Please make check payable to:

**Willow Creek II Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351

## SECTION B

***Willow Creek II***  
***Community Development District***

***Unaudited Financial Reporting***  
***June 30, 2025***





# Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4-5	<u>Month to Month</u>

**Willow Creek II**  
**Community Development District**  
**Combined Balance Sheet**  
**June 30, 2025**

		<i>General Fund</i>
<b>Assets:</b>		
<u>Cash:</u>		
Operating Account	\$	23,898
Deposits		2,638
<b>Total Assets</b>	<b>\$</b>	<b>26,536</b>
<b>Liabilities:</b>		
Accounts Payable	\$	11,375
<b>Total Liabilites</b>	<b>\$</b>	<b>11,375</b>
<b>Fund Balance:</b>		
Nonspendable:		
Deposits	\$	2,638
Unassigned		12,523
<b>Total Fund Balances</b>	<b>\$</b>	<b>15,161</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$</b>	<b>26,536</b>

**Willow Creek II**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending June 30, 2025**

	Proposed	Prorated Budget	Actual	
	Budget	Thru 06/30/25	Thru 06/30/25	Variance
<b><u>Revenues:</u></b>				
Developer Contribution	\$ 586,594	\$ 237,255	\$ 237,255	\$ -
Clubhouse Revenue	-	-	250	250
Interlocal-Governmental Revenue*	113,241	44,423	44,423	-
<b>Total Revenues</b>	<b>\$ 699,835</b>	<b>\$ 281,678</b>	<b>\$ 281,928</b>	<b>\$ 250</b>

**Expenditures:**

**General & Administrative:**

Engineering	\$ 20,000	\$ 15,000	\$ 6,234	\$ 8,766
Attorney	20,000	15,000	43,620	(28,620)
Annual Audit	4,900	4,900	-	4,900
Assessment Administration	2,500	2,500	-	2,500
Dissemination Agent	2,500	1,875	-	1,875
Management Fees	36,000	27,000	16,742	10,258
Property Appraiser	150	150	-	150
Information Technology	1,000	750	465	285
Website Maintenance	2,000	1,500	930	570
Postage & Delivery	800	600	3	597
Insurance General Liability	5,000	5,000	-	5,000
Printing & Binding	500	375	10	365
Legal Advertising	15,000	12,509	12,509	-
Other Current Charges	1,000	750	73	678
Office Supplies	100	75	-	75
Dues, Licenses & Subscriptions	175	175	175	-
<b>Total General &amp; Administrative</b>	<b>\$ 111,625</b>	<b>\$ 88,159</b>	<b>\$ 80,760</b>	<b>\$ 7,398</b>

**Operations & Maintenance**

**Field Expenditures**

Field Management	\$ 13,000	\$ 9,750	\$ 4,406	\$ 5,344
Irrigation Maintenance	4,800	3,600	281	3,319
Landscape Maintenance	110,000	82,500	63,257	19,243
Mulch	40,000	625	625	-
Pest Control	1,000	750	410	340
Lake Maintenance	22,200	16,650	5,340	11,310
Wetlands/Preserves	5,000	3,750	-	3,750
Pressure Washing	5,000	3,750	325	3,425
Contingency	10,000	7,500	-	7,500
<b>Subtotal Field Expenditures</b>	<b>\$ 211,000</b>	<b>\$ 128,875</b>	<b>\$ 74,644</b>	<b>\$ 54,231</b>

**Willow Creek II**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending June 30, 2025**

	Proposed	Prorated Budget	Actual	
	Budget	Thru 06/30/25	Thru 06/30/25	Variance
<b>Amenity Expenditures</b>				
Management Fees	\$ 82,211	\$ 61,658	\$ 27,404	\$ 34,255
Access Control	2,867	2,150	344	1,806
Alarm Monitoring	1,638	1,229	-	1,229
Pool Monitoring	1,000	750	-	750
Utility - Electric	27,847	20,885	8,556	12,329
Utility - Water & Sewer	20,066	15,050	5,575	9,475
Cable/Internet Services	3,686	2,765	751	2,013
Telephone	3,522	3,522	-	3,522
Property Insurance	19,636	-	-	-
Landscape Maintenance	26,823	20,117	5,220	14,897
Landscape Replacement	4,095	3,071	-	3,071
Pest Control	819	614	-	614
Pool & Spa Maintenance	34,399	25,799	8,000	17,799
Repairs and Maintenance	10,000	7,500	-	7,500
Janitorial Maintenance	45,000	33,750	9,500	24,250
Janitorial Supplies	2,252	1,689	-	1,689
Office Equipment Maintenance	2,662	1,997	-	1,997
Office Supplies/Clubhouse Supplies	4,000	3,000	123	2,877
Air Conditioning Maintenance	2,300	1,725	-	1,725
Fitness Equipment Lease	16,411	12,308	-	12,308
Fitness Equipment Maintenance	6,150	4,613	-	4,613
Window Cleaning/Pressure Cleaning	5,325	3,994	-	3,994
Porter Service	4,400	3,300	-	3,300
Trash Collection	800	600	-	600
Special Events	10,000	7,500	-	7,500
Holiday Lighting	17,300	-	-	-
Contingency	10,000	-	-	-
Capital Outlay	-	-	45,890	(45,890)
Capital Reserve	12,000	-	-	-
<b>Subtotal Amenity Expenditures</b>	<b>\$ 377,209</b>	<b>\$ 239,585</b>	<b>\$ 111,363</b>	<b>\$ 128,223</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 588,209</b>	<b>\$ 368,460</b>	<b>\$ 186,006</b>	<b>\$ 182,454</b>
<b>Total Expenditures</b>	<b>\$ 699,834</b>	<b>\$ 456,619</b>	<b>\$ 266,767</b>	<b>\$ 189,852</b>
<b>Excess (Deficiency) of Revenues over Expenditure</b>	<b>\$ -</b>	<b>\$ (174,941)</b>	<b>\$ 15,161</b>	<b>\$ 190,102</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ (174,941)</b>	<b>\$ 15,161</b>	<b>\$ 190,102</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 15,161</b>	

\*Interlocal-Governmental Revenue shared with Willow Creek 23.91%

**Willow Creek II**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Developer Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,385	\$ 53,786	\$ 34,810	\$ 69,274	\$ -	\$ -	\$ -	\$ 237,255
Clubhouse Revenue	-	-	-	-	-	-	-	-	250	-	-	-	250
Interlocal-Governmental Revenue*	-	-	-	-	-	7,807	7,279	12,025	17,311	-	-	-	44,423
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 87,192</b>	<b>\$ 61,065</b>	<b>\$ 46,835</b>	<b>\$ 86,836</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 281,928</b>

**Expenditures:**

**General & Administrative:**

Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,234
Attorney	-	-	-	15,672	1,320	3,562	9,879	13,188	-	-	-	-	43,620
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	-	-	-	1,742	3,000	3,000	3,000	3,000	3,000	-	-	-	16,742
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	-	-	-	48	83	83	83	83	83	-	-	-	465
Website Maintenance	-	-	-	97	167	167	167	167	167	-	-	-	930
Postage & Delivery	-	-	-	-	-	3	-	-	-	-	-	-	3
Insurance General Liability	-	-	-	-	-	-	-	-	-	-	-	-	-
Printing & Binding	-	-	-	-	-	8	-	2	-	-	-	-	10
Legal Advertising	-	-	-	-	11,184	-	1,315	10	-	-	-	-	12,509
Other Current Charges	-	-	-	-	-	73	-	-	-	-	-	-	73
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	-	-	-	-	-	-	175	-	-	-	-	-	175
<b>Total General &amp; Administrative</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,559</b>	<b>\$ 15,754</b>	<b>\$ 13,128</b>	<b>\$ 14,619</b>	<b>\$ 16,450</b>	<b>\$ 3,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80,760</b>

**Operations & Maintenance**

**Field Expenditures**

Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,101	\$ 1,101	\$ 1,101	\$ 1,101	\$ -	\$ -	\$ -	\$ 4,406
Irrigation Maintenance	-	-	-	-	-	-	-	281	-	-	-	-	281
Landscape Maintenance	-	-	-	-	-	12,383	12,383	26,108	12,383	-	-	-	63,257
Mulch	-	-	-	-	-	-	-	625	-	-	-	-	625
Pest Control	-	-	-	-	-	-	215	195	-	-	-	-	410
Lake Maintenance	-	-	-	-	-	1,335	1,335	1,335	1,335	-	-	-	5,340
Wetlands/Preserves	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing	-	-	-	-	-	325	-	-	-	-	-	-	325
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Field Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,144</b>	<b>\$ 15,034</b>	<b>\$ 29,645</b>	<b>\$ 14,819</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,644</b>

**Willow Creek II**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Amenity Expenditures</b>													
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,851	\$ 6,851	\$ 6,851	\$ 6,851	\$ -	\$ -	\$ -	\$ 27,404
Access Control	-	-	-	-	-	86	86	86	86	-	-	-	344
Alarm Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Pool Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility - Electric	-	-	-	-	-	2,460	1,854	2,143	2,100	-	-	-	8,556
Utility - Water & Sewer	-	-	-	-	-	672	771	3,332	800	-	-	-	5,575
Cable/Internet Services	-	-	-	-	-	185	186	190	190	-	-	-	751
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance	-	-	-	-	-	1,305	1,305	1,305	1,305	-	-	-	5,220
Landscape Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Pool & Spa Maintenance	-	-	-	-	-	2,000	2,000	2,000	2,000	-	-	-	8,000
Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Maintenance	-	-	-	-	-	2,450	2,450	2,300	2,300	-	-	-	9,500
Janitorial Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Equipment Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies/Clubhouse Supplies	-	-	-	-	-	-	123	-	-	-	-	-	123
Air Conditioning Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Fitness Equipment Lease	-	-	-	-	-	-	-	-	-	-	-	-	-
Fitness Equipment Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Window Cleaning/Pressure Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Porter Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Trash Collection	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Events	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	1,500	-	2,440	41,950	-	-	-	45,890
Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Amenity Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,509</b>	<b>\$ 15,625</b>	<b>\$ 20,647</b>	<b>\$ 57,582</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 111,363</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,653</b>	<b>\$ 30,659</b>	<b>\$ 50,292</b>	<b>\$ 72,402</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 186,006</b>
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,559</b>	<b>\$ 15,754</b>	<b>\$ 45,781</b>	<b>\$ 45,279</b>	<b>\$ 66,742</b>	<b>\$ 75,652</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 266,767</b>
<b>Excess (Deficiency) of Revenues over Expe</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (17,559)</b>	<b>\$ (15,754)</b>	<b>\$ 41,411</b>	<b>\$ 15,786</b>	<b>\$ (19,907)</b>	<b>\$ 11,184</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,161</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (17,559)</b>	<b>\$ (15,754)</b>	<b>\$ 41,411</b>	<b>\$ 15,786</b>	<b>\$ (19,907)</b>	<b>\$ 11,184</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,161</b>

# AUDIT COMMITTEE MEETING

## SECTION 3



# SECTION A

**WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**Annual Audit Services for Fiscal Year 2025  
Brevard County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **Friday, August 29, 2025 at 5:00 p.m.**, at the offices of District Manager, located at 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services – Willow Creek II Community Development District**” on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The cost of the provision of the services under the proposal for Fiscal Year 2025, 2026, 2027, 2028 and 2029. The District intends to enter into five (5) separate one-year agreements.
- E. Provide a proposed schedule for performance of the audit.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**WILLOW CREEK II COMMUNITY DEVELOPMENT  
DISTRICT AUDITOR SELECTION EVALUATION CRITERIA**

**1. Ability of Personnel. (20 Points)**

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

**2. Proposer's Experience. (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

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

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

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

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

**5. Price. (20 Points)**

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

**TOTAL** **(100 Points)**

## SECTION B

## **WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Willow Creek II Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2025, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Brevard County, Florida and has a general administrative operating fund.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC, District Manager, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "**Auditing Services – Willow Creek II Community Development District.**"

Proposals must be received by **5:00 PM on Friday, August 29, 2025**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jeremy LeBrun  
Governmental Management Services – Central Florida, LLC  
District Manager