

*Willow Creek II
Community Development District*

Agenda

November 11, 2025

AGENDA

Willow Creek II

Community Development District

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

UPDATED AGENDA

November 4, 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, November 11, 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:

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Review of Proposals and Tally of Audit Committee Members Rankings
 - A. Grau & Associates
4. Adjournment

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the August 12, 2025 Board of Supervisors Meeting and Audit Committee Meeting
4. Acceptance of the Rankings of the Audit Committee Meeting and Authorizing Staff to Send a Notice of Intent to Award
5. Consideration of Resolution 2026-01 Authorizing Spending Authority
6. Consideration of Resolution 2026-02 Setting a Public Hearing on Amended and Restated Rules of Procedure
7. **Ratification of Acquisition of Village B Phase 3 Willow Creek Boulevard Improvements – ADDED**
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposals for Holiday Lighting
 1. Brevard Lights
 2. Christmas Glow Co
 - ii. Consideration of Proposals for Fountain Replacement

1. Hall Fountains, Inc.
2. SOLitude Lake Management
- iii. Consideration of Fountain Repair Proposal from Hall Fountains, Inc.
- iv. Consideration of Tree Work Proposals from Robertson's Lawns, Inc.

D. District Manager's Report

i. **Consideration of Amenity Management Services Agreement – ADDED**

9. Financial Reports
 - A. Approval of Funding Requests #9-13
 - B. Balance Sheet and Income Statement
10. Supervisor's Requests
11. Adjournment

Sincerely,

Jeremy LeBrun

Jeremy LeBrun
District Manager

AUDIT COMMITTEE MEETING

SECTION 3

SECTION A



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

**WILLOW CREEK II
COMMUNITY DEVELOPMENT DISTRICT**

Proposal Due: August 29, 2025
5:00PM

Submitted to:
Willow Creek II
Community Development District
c/o District Manager
219 East Livingston Street
Orlando, Florida 32801

Submitted by:
Antonio J. Grau, Partner
Grau & Associates
1001 Yamato Road, Suite 301
Boca Raton, Florida 33431
Tel (561) 994-9299
 (800) 229-4728
Fax (561) 994-5823
tgrau@graucpa.com
www.graucpa.com



Table of Contents

	Page
EXECUTIVE SUMMARY / TRANSMITTAL LETTER	1
FIRM QUALIFICATIONS.....	3
FIRM & STAFF EXPERIENCE.....	6
REFERENCES.....	11
SPECIFIC AUDIT APPROACH.....	13
COST OF SERVICES	17
SUPPLEMENTAL INFORMATION.....	19



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

August 29, 2025

Willow Creek II Community Development District
c/o District Manager
219 East Livingston Street
Orlando, Florida 32801

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2025,
with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Willow Creek II Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating, and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

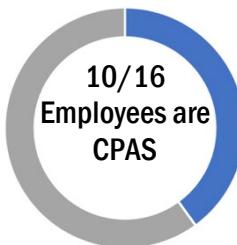
Firm Qualifications



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

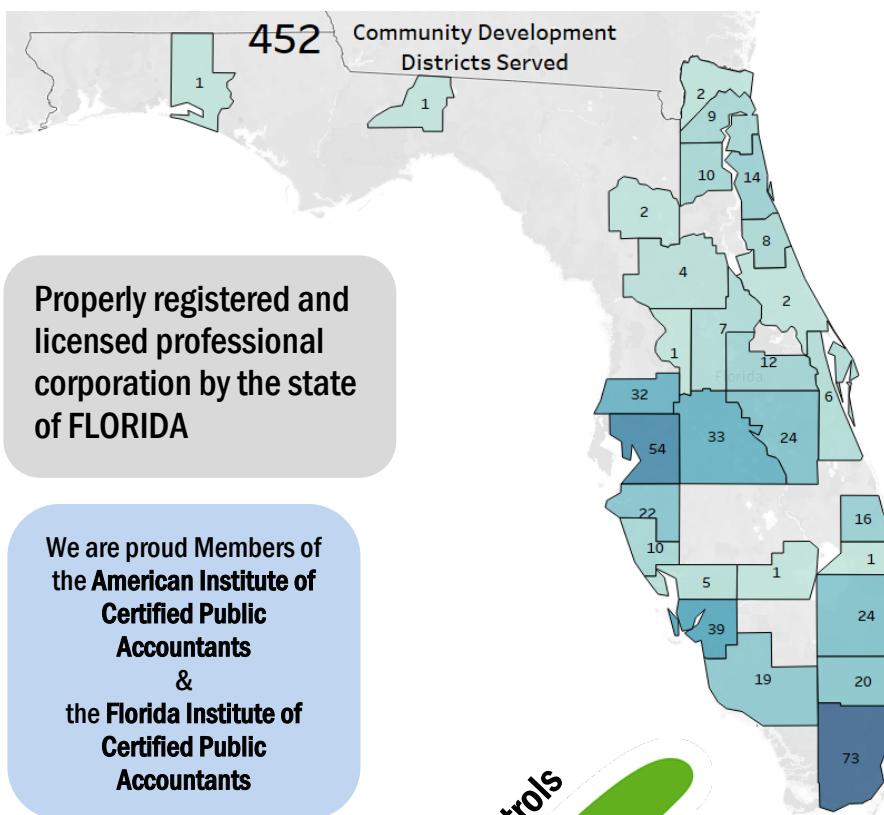
Grau's Focus and Experience

Our Team



2005

Year founded



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

See next page for report and certificate

Services Provided



Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA



Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

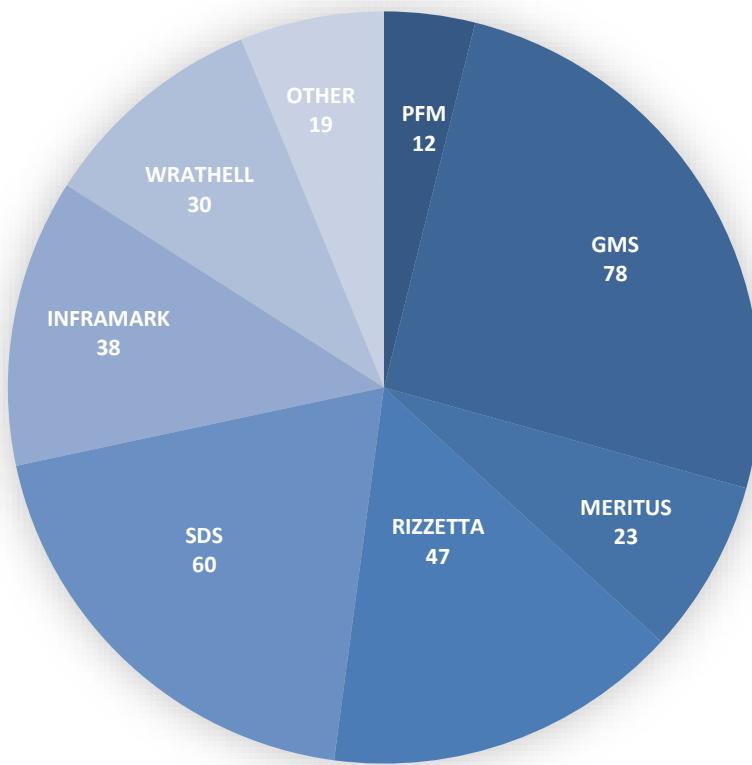
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing

Audits: 35+

CPE (last 2 years):

Government

Accounting, Auditing:

24 hours; Accounting,

Auditing and Other:

56 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing

Audits: 13+

CPE (last 2 years):

Government

Accounting, Auditing:

24 hours; Accounting,

Auditing and Other:

64 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

- David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.

Antonio 'Tony ' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District
Dunes Community Development District
Fishhawk Community Development District (I,II,IV)
Grand Bay at Doral Community Development District
Heritage Harbor North Community Development District

St. Lucie West Services District
Ave Maria Stewardship Community District
Rivers Edge II Community Development District
Bartram Park Community Development District
Bay Laurel Center Community Development District

Boca Raton Airport Authority
Greater Naples Fire Rescue District
Key Largo Wastewater Treatment District
Lake Worth Drainage District
South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours

24
56
80 (*includes of 4 hours of Ethics CPE*)

David Caplivski, CPA/CITP, Partner

Contact : dcaplivski@graucpa.com / 561-939-6676



Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)

Master of Accounting

Nova Southeastern University (2002)

Bachelor of Science

Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)

AICPA Certified Information Technology Professional (2018)

AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts
Aid to Victims of Domestic Abuse
Boca Raton Airport Authority
Broward Education Foundation
CareerSource Brevard
CareerSource Central Florida 403 (b) Plan
City of Lauderhill GERS
City of Parkland Police Pension Fund
City of Sunrise GERS
Coquina Water Control District
Central County Water Control District
City of Miami (program specific audits)
City of West Park
Coquina Water Control District
East Central Regional Wastewater Treatment Facl.
East Naples Fire Control & Rescue District

Hispanic Human Resource Council
Loxahatchee Groves Water Control District
Old Plantation Water Control District
Pinetree Water Control District
San Carlos Park Fire & Rescue Retirement Plan
South Indian River Water Control District
South Trail Fire Protection & Rescue District
Town of Haverhill
Town of Hypoluxo
Town of Hillsboro Beach
Town of Lantana
Town of Lauderdale By-The-Sea Volunteer Fire Pension
Town of Pembroke Park
Village of Wellington
Village of Golf

Professional Education (over the last two years)

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

Professional Associations

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

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

Dunes Community Development District

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

Two Creeks Community Development District

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

Journey's End Community Development District

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

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

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

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

Proposed segmentation of the engagement

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



Phase I - Preliminary Planning

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

During this phase we will perform the following activities:

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

Phase II – Execution of Audit Plan

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

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

Phase III - Completion and Delivery

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

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

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

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

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

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

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

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

- Is the recommendation cost effective?
- Is the recommendation the simplest to effectuate in order to correct a problem?
- Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?
- Is the corrective action taking into account why the deficiency occurred?

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

Communications

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

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

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2025-2029 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2025	\$3,200
2026	\$3,300
2027	\$3,400
2028	\$3,500
2029	<u>\$3,600</u>
TOTAL (2025-2029)	<u>\$17,000</u>

The above fee is based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fee would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS					
	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	491	5	4	484	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Willow Creek II Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

Willow Creek II CDD Auditor Selection

	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understading of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)
Grau & Associates					2025- \$3,200 2026- \$3,300 2027- \$3,400 2028- \$3,500 2029- \$3,600		

BOARD OF SUPERVISORS

MEETING

SECTION 3

**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, August 12, 2025 at 1:30 p.m. at the Willow Creek Amenity Center, 1756 Pecorino Court, Titusville, Florida.

Present and constituting a quorum were:

Steve McConn	Chairman
Stephen White	Assistant Secretary
Jeff Myers	Assistant Secretary
Paul Thomas	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager
Nicole Corbin	Governmental Management Services
Rodney Honeycutt	District Engineer
Patrick Collins	District Counsel (by phone)
Lauren Gentry	District Counsel (by phone)
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. LeBrun: Next is public comment, any members of the public wish to make any comments? Hearing none we can move on.

THIRD ORDER OF BUSINESS

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**

Mr. LeBrun: Next we have organizational matters. Patrick do you want to go through items 3A through 3D for the Board real quick?

Mr. Collins: Sure thing, so these are going to be the same resolutions that the Board just approved for Willow Creek I. These are just District manager transition resolutions, these are just mirrored for Willow Creek II now. Again, resolution 2025-36 is just formally appointing the District manager, GMS, Central Florida, and resolution 2025-37 is re-designating the District office, the principal headquarters and the District records office to GMS', Central Florida, Orlando location. Resolution 2025-38 re-designates the registered agent and office of the District to GMS, Central Florida, and resolution 2025-39 removes the GMS, South Florida officers, and adds GMS, Central Florida officers.

Mr. LeBrun: Thank you Patrick. Any questions on any of those?

Mr. McConn: No.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting Resolution 2025-36 through Resolution 2025-39 listed above were approved.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the May 13, 2025 Meeting

Mr. LeBrun: That brings us to item No. 4, which is the approval of the minutes of the May 13, 2025 meeting. I'm happy to take any corrections, and if not, I just need a motion to approve those minutes.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, the Minutes of the May 13, 2025 Meeting were approved.

FIFTH ORDER OF BUSINESS

Public Hearings

Mr. LeBrun: Next we have item No. 5, which are our public hearings. We have several items in these public hearings, I just need a motion to open the public hearing.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, opening the Public Hearing was approved.

Mr. LeBrun: Alright, the public hearing is open, and we'll go to members of public to see if they have any comments. Hearing none, we'll bring it back to the Board.

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

Mr. LeBrun: So, item No. 5A is a public hearing. It's the adoption of the fiscal year 2025 budget, so this one we're actually adopting the 2025 and 2026 budgets concurrently, just because of how the timing of how the District was set up. So, you'll see the budget there on your iPads and that starts on page 52. Like I said, similar to the previous one the Board has viewed prior, you'll see that listed there. I can take any questions on it, and if not, we just need a motion to approve that fiscal year 2025 budget.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the Fiscal Year 2025 Budget was approved.

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 Budget and relating to the Annual Appropriations

Mr. LeBrun: Alright, so item No. 5B is the adoption of the fiscal year 2026 budget, and once again we'll go to any members of the public for any comments. Not hearing any comments from the public, so we'll bring it back to the Board. So, under item 5B you have consideration of resolution 2025-40 adopting the fiscal year 2025 and fiscal year 2026 budget relating to the annual appropriations. This is the same as before, you can see that listed there, not much change, updated with your actuals. I'd be happy to take any questions on it, if not, I just need a motion to approve that resolution.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, Resolution 2025-40 adopting the Fiscal Year 2025 and Fiscal Year 2026 Budget and relating to the annual appropriations was approved.

ii. Consideration of Fiscal Year 2025 and Fiscal Year 2026 Developer Funding Agreement

Mr. LeBrun: The last one is consideration of fiscal year 2025 and fiscal year 2026 developer funding agreement, and since there is some developer funding contemplated, this is just a funding agreement with the developer for those funds.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the Fiscal Year 2025 and Fiscal Year 2026 Developer Funding Agreement was approved.

Mr. LeBrun: I just need a motion to close the public hearing.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, closing the Public Hearing was approved.

SIXTH ORDER OF BUSINESS

District Goals and Objectives

A. Adoption of Fiscal Year 2025 Goals and Objectives

Mr. LeBrun: Alright, next we have item No. 6. This is our adoption of the fiscal year 2025 goals and objectives. As I said previously, CDDs are required to adopt these annual goals and objectives, and they're there in front of you and staff is recommending you adopt these goals and objectives, they align with the State Statute, and they meet the requirements of the law.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the Fiscal Year 2025 Goals and Objectives was approved.

B. Adoption of Fiscal Year 2026 Goals and Objectives

Mr. LeBrun: Then similar, for our upcoming fiscal year 2026 you'll see those same goals there, update for fiscal year 2026. Once again, just recommending the Board to adopt those.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the Fiscal Year 2026 Goals and Objectives was approved.

Mr. LeBrun: And once this current fiscal year ends, we'll get those goals signed off on and we'll put those on our website.

SEVENTH ORDER OF BUSINESS

Ratification of Acquisition of Verona Village C Phase 1 – Roads, Sewer, and Stormwater Improvements

EIGHTH ORDER OF BUSINESS**Ratification of Acquisition of Verona Village C Phase 1 – Potable Water Improvements**

Mr. LeBrun: Next we have some ratification items. Item No. 7 is ratification of acquisition of Verona Village C, phase 1, roads, sewer, and stormwater improvements. Patrick or Lauren, do you want to review this with the Board?

Mr. Collins: Sure thing, I can take that. I believe the Board had previously seen and approved these documents already. The District had completed the acquisition which was paid for Verona Village C phase 1, potable water improvements, as well as the Village C, phase 1 roads, sewer and stormwater improvements. Those were executed and delivered to the city, so the city has taken over those improvements that they are going to be keeping, so this is just for ratification of those documents, as well as the acquisition agreement between the District and KB Home Orlando LLC.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, ratifying the Acquisition of Verona Village C, Phase 1, roads, sewer and stormwater improvements and also ratifying the potable water improvements was approved.

NINTH ORDER OF BUSINESS**Ratification of Acquisition Agreement with KB Home Orlando LLC**

Mr. LeBrun: Item No. 9 is ratification of acquisition agreement with KB Home Orlando, LLC. Patrick did you want to review that one real quick as well, or do you need a separate approval for that one?

Mr. Collins: No, I'm sorry I thought we included that in No. 8 as well.

Mr. LeBrun: Ok, well this is No. 9, the actual acquisition agreement, do you need a separate approval for that or are you ok with the Board's actions prior?

Mr. Collins: I apologize, yes, if we could get a separate approval for that, that would be helpful.

Mr. LeBrun: Alright, so if there are no questions for that, I just need a motion to approve the acquisition agreement.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, ratifying the Acquisition Agreement with KB Home Orlando LLC was approved.

TENTH ORDER OF BUSINESS**Appointment of Audit Committee and Chairman**

Mr. LeBrun: That brings us to item No. 10, which is the appointment of the audit committee and chairman. So, after this meeting there will be a meeting of the audit committee, so the Board just needs to appoint the audit committee and a chairman. We recommend the Board appoint themselves as the audit committee and then the chairman also serves as the chairman of the audit committee, so if that's ok, we just need a motion to approve that.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, appointing the entire Board of Supervisors to serve as the Audit Committee and appointing the chairman, to serve as the chairman for the Audit Committee was approved.

ELEVENTH ORDER OF BUSINESS**Staff Reports**

Mr. LeBrun: That brings us to staff report, starting with District Counsel, Patrick.

A. Attorney

Mr. Collins: Sure, it's the same update from the Willow Creek I meeting, just a reminder to complete your Form 1s, or to confirm those have already been submitted, and also a reminder to complete your ethics training by December 31st. Also, I just wanted to report that we had a successful bond validation hearing last month, we are just waiting for the expiration of the 30-day appeal period which is due to expire this month on the 23rd.

Mr. LeBrun: Any questions for counsel?

B. Engineer

Mr. LeBrun: That brings us down to District engineer.

Mr. Honeycutt: I don't have anything to report, unless anybody has any questions.

C. Field Manager's Report**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**

Mr. LeBrun: Moving down to our field manager, we previously went through these items at the Willow Creek I meeting, so I guess if there's anything to add or if the Board wants to discuss these, or do you just want to go through them?

Ms. Corbin: Yes, this is the same thing we just went over, so we're just doing an approval of the proposals. Actually, the first one is going to be the trimming of the tree back on Cortez, that is \$1,680, if you guys are good with that. Weber can be out here either late this week or early next week to do that.

Mr. McConn: Is that the only price we got?

Ms. Corbin: Yes, just because they were already doing the rest of the project, so I just had them give me a proposal but, I needed to get approval before we have them do it.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the proposal from Weber Environmental Services for tree trimming on Cortez in the amount of \$1,680 was approved.

Ms. Corbin: The second one is some of KB had emailed me about a resident who emailed them for some sod that was torn up by the previous landscaping company. Robertson's, our new company sent me a quote to redo that sod, it's \$125 if you guys are good with that one.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the proposal from Robertson's to redo the sod in the amount of \$125 was approved.

Ms. Corbin: Next is going to be, a while ago a resident mentioned in one of the meetings that there were some holes in the walking path, it took a long time to actually get a company to respond to me and give me a quote, but I got a quote from a company that can be out soon and that is \$875 to fill the holes and make it level and everything.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the proposal to fill holes in the walking path in the amount of \$875 was approved.

Ms. Corbin: Next is going to be the pressure washing that we talked about at the last meeting. I got three quotes, two of them are closer in price, the other one is kind of high for what I think it's worth. So, my recommendation is Beacon, they're going to be doing the exterior of the buildings and the walkways. They're also going to, we had some issues with our pool pump storage area filling up with water so they're going to try to pressure clean that just to flush out anything that might be there, as well as cleaning all the pool deck chairs, so the total for that one with Beacon for everything is \$1,398 if you guys are good with that one. The other options are \$2,075 and \$3,800.

Mr. White: Does that also include the retaining wall on the lake? Or is that something se

Ms. Corbin: That would be separate, I figured probably late fall I'd have them do that again since we just did it at the beginning of the summer.

Mr. White: Ok.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the proposal from Beacon Cleaning for pressure cleaning services in the amount of \$1,398 was approved.

Ms. Corbin: Then the last one is just the TV, and we said we would get the biggest one, so basically if we went 85”.

Mr. McConn: What kind of TVs are you looking at?

Ms. Corbin: Samsung, or smart TVs, I don't remember the brand names.

Mr. McConn: That's why I was asking about the amount of use because you probably want to go with Samsung or LG if it's going to be on all the time. If it was going to be on all the time, you'd only get about a year out of a Vizio.

Ms. Corbin: Yes, that's why I figured Samsung is a better brand and it will be good for longer use. If we do the 85”, with retail price, not any discounts that they have going on right now, installation and everything it would be \$1,610, and for the 85” on here the retail price is \$1,200, it's on sale for \$1,000, so it's already \$200 off. I went with the retail price just to give you the high-end range.

Mr. McConn: And also, I would check because I bought my TV straight from LG. A lot of the manufacturers will offer special deals straight from them because they retail themselves.

Ms. Corbin: Yes, I was going to check Costco too.

Mr. LeBrun: If the Board wants to approve like a not to exceed amount, and just kind of let Nicole check it out and get the best price.

Mr. McConn: Ok, well I'd say not to exceed the full retail price and whatever better deal we get is good. Because obviously there is going to be a lot of people as we get into college and pro football season wanting to spend time in the clubhouse.

Ms. Corbin: Right, and the plan I did with Spectrum includes having a sports package, so with installation and everything for the 85" that would be \$1,610, so if you do a not to exceed that, I'll see if I can get a better deal.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, authorizing to purchase an 85" TV for the clubhouse not to exceed amount of \$1,610 was approved.

Ms. Corbin: And that's it for me.

D. District Manager's Report

i. Approval of Fiscal Year 2026 Meeting Schedule

Mr. LeBrun: That brings us down to our District manager's report, I just have the approval of the fiscal year 2026 meeting schedule, which contemplates the second Tuesday of each month at 1:30 p.m. If the Board is ok with that, I would just need a motion to approve the 2026 meeting schedule.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the Fiscal Year 2026 Meeting Schedule was approved.

TWELFTH ORDER OF BUSINESS

Financial Reports

A. Approval of Funding Requests #5-8

B. Balance Sheet and Income Statement

Mr. LeBrun: Next we have the financial reports, and the approval of funding requests #5 through #8, and you'll see those on page 174 is where they start. I can take any questions on those, if not, I just need a motion to approve the funding requests.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, Funding Requests #5-8 were approved.

Mr. LeBrun: Then we have the balance sheet and income statement, no action required on the Board's part, just your financials through June 30th.

THIRTEENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. LeBrun: That brings us to Supervisor's requests, any Supervisor's requests? Not hearing any, then once this meeting adjourns, we'll just roll right into the audit committee meeting.

FOURTEENTH ORDER OF BUSINESS

Adjournment

Mr. LeBrun: I just need a motion to adjourn.

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

Secretary /Assistant Secretary

Chairman / Vice Chairman



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

The audit committee meeting of the Board of Supervisors of the Willow Creek II Community Development District was held on Tuesday, August 12, 2025 at 1:47 p.m. at the Willow Creek Amenity Center, 1756 Pecorino Court, Titusville, Florida.

Present and constituting a quorum were:

Steve McConn	Chairman
Stephen White	Assistant Secretary
Jeff Myers	Assistant Secretary
Paul Thomas	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager
Nicole Corbin	Governmental Management Services
Rodney Honeycutt	District Engineer
Patrick Collins	District Counsel (by phone)
Lauren Gentry	District Counsel (by phone)
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. LeBrun: We'll go to our public comment period, do any members of the public wish to comment on the audit committee? Hearing none, we'll go back to the Board.

THIRD ORDER OF BUSINESS

Audit Services

A. Approval of Request for Proposal and Selection Criteria

Mr. LeBrun: A couple of items here, to provide audit services, each year CDDs are required to undergo an independent third party audit. So, what the Board is doing here today is a couple of things, the first one is the approval of the request for proposals and the selection criteria. If you look

on your agendas on page 190 is where it starts, but on page 192 we're basically approving the selection criteria, and we'll ask for proposals to perform the annual audit and this is how we're going to rank them. Basically 5 categories, with 20 points each, so we're just approving that selection criteria and we use this in all of our Districts. The Board can change it but, if not, we recommend approving this selection criteria when you rank the proposals.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the selection criteria and request for proposals was approved.

B. Approval of Notice of Request for Proposals for Audit Services

Mr. LeBrun: Next we have the approval of the notice for request for proposals, so this is the ad that will run and we'll also send out for the audit to ask for those proposals. As you can see, this just has the information and the dates. Happy to make any changes to it, and if not, just a motion to approve that request for proposals.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the Notice of Request for proposal for audit services was approved.

C. Public Announcement of Opportunity to Provide Audit Services

Mr. LeBrun: So, we'll officially announce that we are going to solicit for audit services for Willow Creek II CDD.

FOURTH ORDER OF BUSINESS

Adjournment

Mr. LeBrun: I just need a motion to adjourn.

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

Secretary /Assistant Secretary

Chairman / Vice Chairman

SECTION 5

RESOLUTION 2026-01

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 11th DAY OF NOVEMBER 2025.

ATTEST:

**WILLOW CREEK II
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

SECTION 6

RESOLUTION 2026-02

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

WHEREAS, 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 Lee County, Florida; and

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

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

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

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on _____, at 1:30 p.m. at the Willow Creek Amenity Center, 1756 Pecorino Court, Titusville, Florida 32780.

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

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

PASSED AND ADOPTED this 11th day of November, 2025.

ATTEST:

WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

Exhibit A:
Proposed Amended and Restated Rules of Procedure

AMENDED AND RESTATED RULES OF PROCEDURE
WILLOW CREEK II COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF [DATE]

Deleted: MARCH 11, 2025

TABLE OF CONTENTS

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

Rule 1.0 General.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.

(4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

Deleted: accord

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

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

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

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

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

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

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

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

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

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

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

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

(3) **Service Contracts.** Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

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

Deleted: or

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

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

Deleted: his or her

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) **Notice.** Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:

- (a) The date, time and place of the meeting, hearing or workshop;
- (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
- (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
- (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
- (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

Deleted: toll free at (877) 276-0889 or (561) 571-0010.

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

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

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval ("Meeting Materials"). Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

Deleted: .

Deleted: "meeting materials." For good cause

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

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

1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments
Public comment
Adjournment

(4) **Minutes.** The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) **Special Requests.** Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) **Emergency Meetings.** The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) **Public Comment.** The Board shall set aside three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) **Budget Hearing.** Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

Deleted: if it has one.

Deleted: a

Deleted: amount of time

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

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

(13) **Attorney-Client Sessions.** An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) **Security and Firesafety Board Discussions.** Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
- (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
- (c) Support economical and efficient operations; and
- (d) Ensure reliability of financial records and reports; and
- (e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra, and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District's statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

Deleted: twenty-nine (29)

Deleted: specific legal

Deleted: setting forth

Deleted: and

Deleted: .

Deleted: the

Deleted: one

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

Deleted: , based on the factors set forth in
Deleted:) of the

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) **Rule Development Workshops.** Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) **Petitions to Initiate Rulemaking.** All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

Deleted: such mailing

Deleted: sixty (60)

(6) **Rulemaking Materials.** After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
- (d) The published notice.

(7) **Hearing.** The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) **Emergency Rule Adoption.** The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure protects the public interest and complies with applicable law and these provisions.

(9) **Negotiated Rulemaking.** The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

Deleted: exists

Deleted: Notice of emergency rules

Deleted: as long as it

Deleted: as determined by the District

Deleted: otherwise

be published in a newspaper of general circulation in the county in which the District is located.

(10) **Rulemaking Record.** In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) **Petitions to Challenge Existing Rules.**

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
- (ii) Rule upon offers of proof and receive relevant evidence;
- (iii) Regulate the course of the hearing, including any pre-hearing matters;
- (iv) Enter orders; and
- (v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) Variances and Waivers. A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;

- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) **Rates, Fees, Rentals and Other Charges.** All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

| Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

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

(e) “Design-Build Firm” means a partnership, corporation or other legal entity that:

- (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

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

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

|

(o) “Request for Proposals” or “RFP” is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
- (ii) The past performance of the entity/individual for the District and in other professional employment;
- (iii) The willingness of the entity/individual to meet time and budget requirements;
- (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
- (v) The recent, current, and projected workloads of the entity/individual;
- (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, Florida Statutes, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, Florida Statutes.

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

Deleted: facsimile

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

(6) **Committee's Evaluation of Proposals and Recommendation.** The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

Deleted: for a reasonable time

(7) **Board Selection of Auditor.**

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
- (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
- (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
- (e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Deleted: facsimile

Rule 3.3 Purchase of Insurance.

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

Deleted: the geographic location of the company's headquarters...

Deleted: offices in relation

Deleted: District

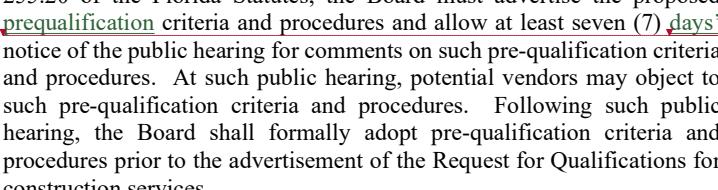
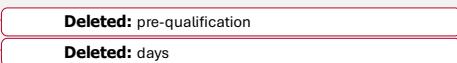
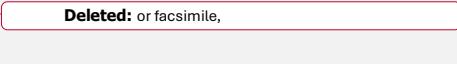
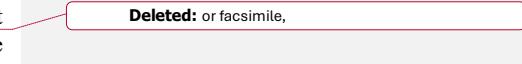
awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) **Scope.** In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) **Procedure.** When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.



 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

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

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

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall

Deleted: facsimile,

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

Deleted: Fla. Stat.,

shall remain suspended, revoked, or denied until the documents are furnished.

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

(b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), Florida Statutes, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.

(f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

(g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

(a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

Deleted: , facsimile

Deleted: or facsimile,

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

Deleted: may

Deleted: considered

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

Deleted: facsimile,

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) **Sole Source: Government.** Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) **Contracts; Public Records.** In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) **Emergency Purchases.** The District may make an Emergency Purchase without complying with these rules, only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) **Exceptions.** This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

Deleted: .

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

Deleted: or facsimile,

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

Deleted: facsimile

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

Deleted: or facsimile,

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

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

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

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

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

Deleted: (5)

Deleted: .

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

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

Deleted: facsimile,

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

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

Deleted: or facsimile,

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~or overnight delivery service~~. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Deleted: facsimile
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) **Exemptions.** Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) **Renewal.** Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

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

(6) **Emergency Purchases.** The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

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

Deleted: facsimile, United States Mail, or

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

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

Deleted: appropriate

Deleted: which

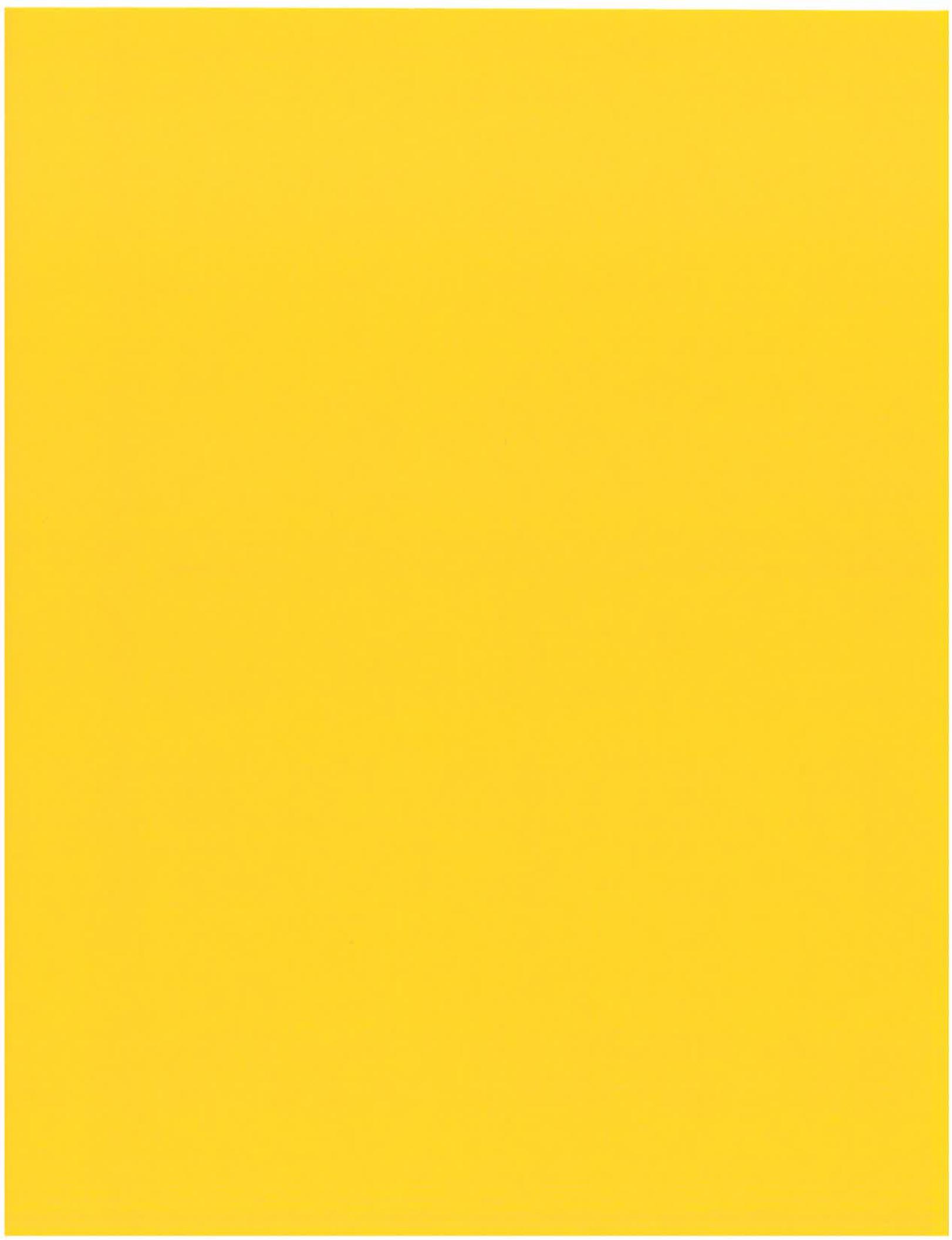
Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

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

Deleted: March 11, 2025,

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





MEMORANDUM

To: Board of Supervisors; District Staff

From: Kilinski | Van Wyk PLLC

Date: September 1, 2025

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

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

Business Hours

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

Public Meetings, Hearings, and Workshops

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

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

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

Internal Controls to Prevent Fraud, Waste, and Abuse

A new Rule 1.4 was created to reflect a statutory requirement for local governments to adopt internal controls to, among other things, prevent and detect fraud, waste, and abuse.

Notice of Rule Development

Rule 2.0(2) was revised to reflect the recent legislative change requiring the Notice of Rule Development to be published at least seven (7) days prior to the notice of rulemaking and thirty-five (35) days prior to the public hearing on the proposed rule. Rule 2.0(2) was also revised to



require the Notice of Rule Development to include the following: (1) the grant of rulemaking authority for the proposed rule and the law being implemented; and (2) the proposed rule number.

Notices of Rulemaking

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

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

Petitions to Initiate Rulemaking

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

Emergency Rule Adoption

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

Rule Variances

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

Competitive Purchases

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



KILINSKI | VAN WYK

such as security services, janitorial services, landscape services, maintenance services, or any other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.

Auditor Selection Committee Notices

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

Purchase of Insurance

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

Construction Contract Bids

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

Emergency Construction Service Purchases

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

Bid Protests

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

Facsimile Notices, Generally

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

SECTION 7

October 22nd, 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 B Phase 3 (Willow Creek Boulevard) – Sanitary Sewer and Potable Water 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 \$2,298,896.29.

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 B Phase 3 (Willow Creek Boulevard).”

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.

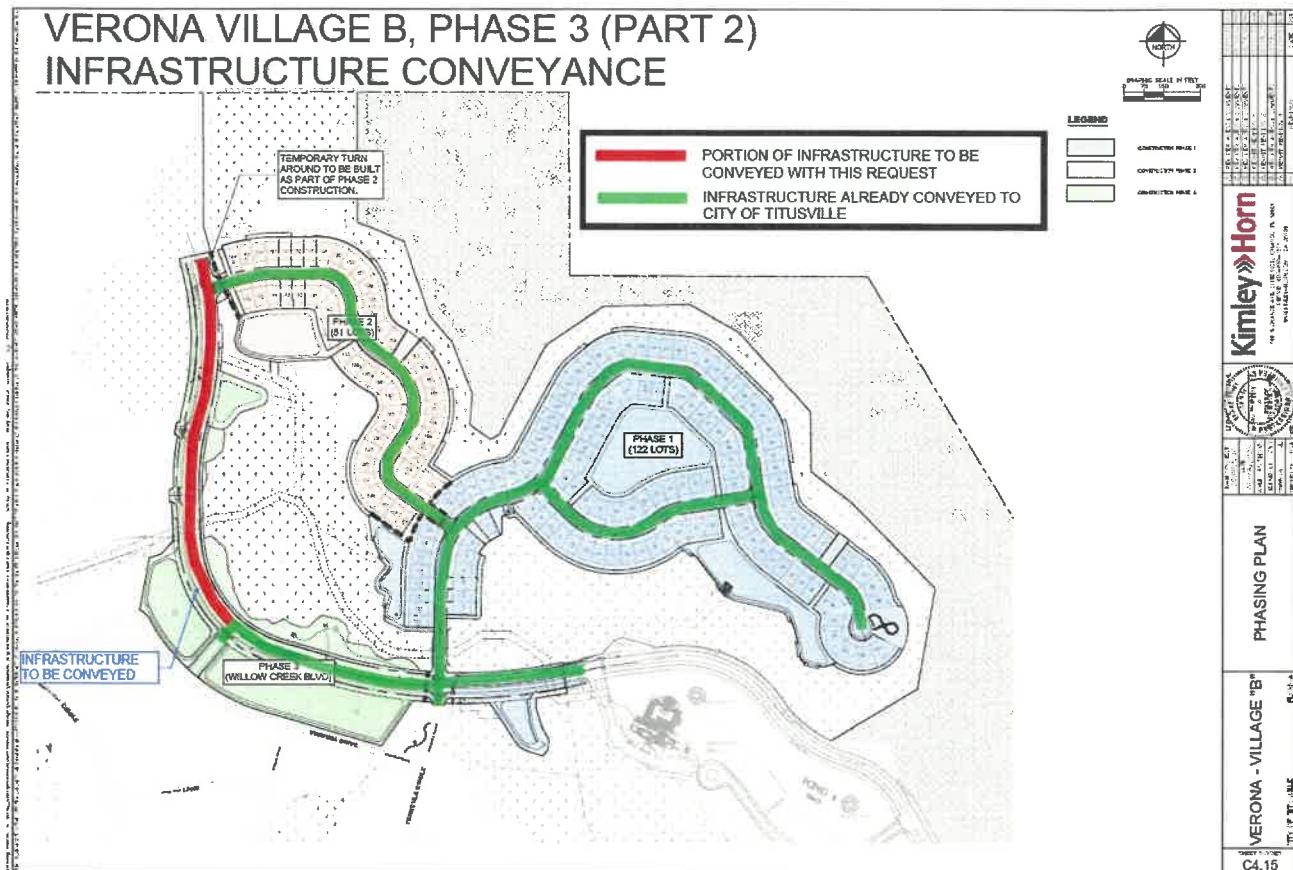
SANITARY SEWER/REUSE UTILITIES: All sanitary sewer and reuse lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably 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 B Phase 3 (Willow Creek Boulevard)



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:

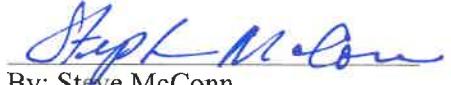
1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Steve McConn, and I am Vice President of Land Development for KB Home Orlando LLC ("Developer"). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within 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 **\$2,298,896.29** 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 22nd day of October, 2025.

KB HOME ORLANDO LLC, a Delaware limited liability company


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 22nd day of October, 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)




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 B Phase 3 (Willow Creek Boulevard)."

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.

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.

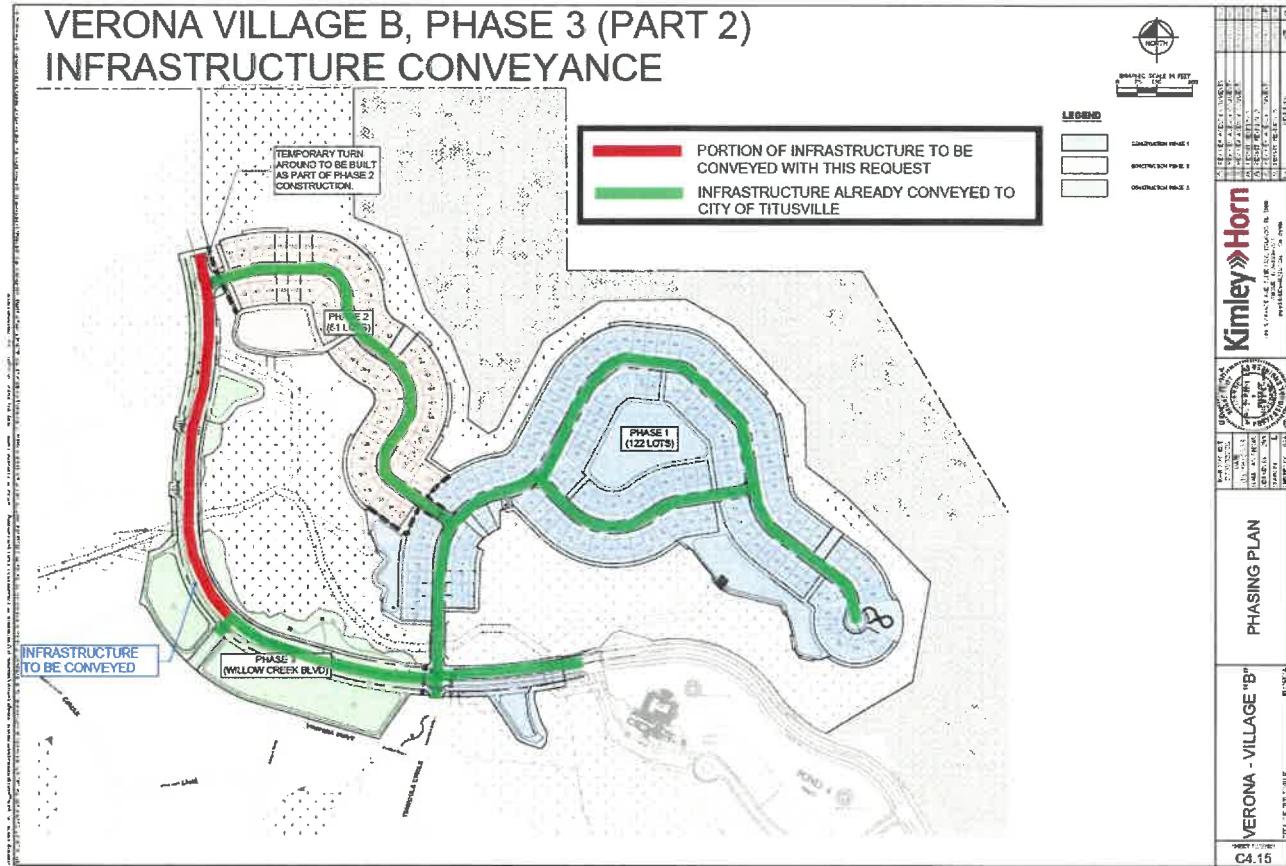
ROADWAYS: All roads, pavements, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the applicable rights-of-way.

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 B Phase 3 (Willow Creek Boulevard)

VERONA VILLAGE B, PHASE 3 (PART 2) INFRASTRUCTURE CONVEYANCE



DEVELOPER ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND WORK PRODUCT

VERONA VILLAGE B PHASE 3 (WILLOW CREEK BOULEVARD) – SANITARY SEWER AND POTABLE WATER UTILITY IMPROVEMENTS, STORMWATER MANAGEMENT IMPROVEMENTS, AND ROADWAY IMPROVEMENTS

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 22nd day of October, 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 B Phase 3 (Willow Creek Boulevard). 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

Juni Sesto
Eileen Sesto
[print name]

Juan Pardo
[print name]

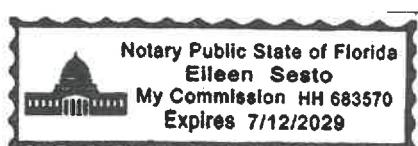
KB HOME ORLANDO LLC, a Delaware limited liability company

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 23rd day of October, 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)



Juni 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 B Phase 3 (Willow Creek Boulevard).”

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.

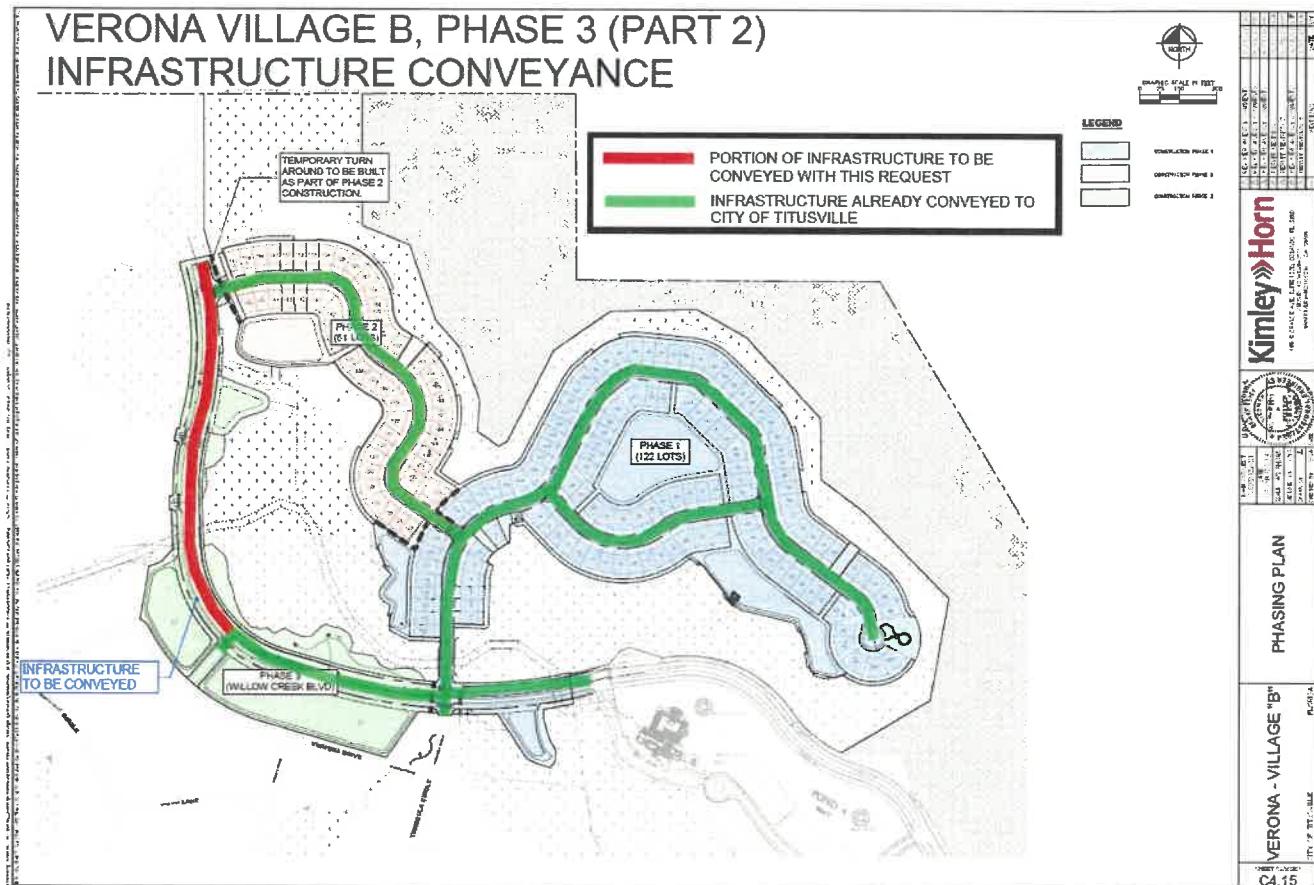
SANITARY SEWER/REUSE UTILITIES: All sanitary sewer and reuse lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably 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 B Phase 3 (Willow Creek Boulevard)



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

**VERONA VILLAGE B PHASE 3 (WILLOW CREEK BOULEVARD) – SANITARY SEWER
AND POTABLE WATER UTILITY IMPROVEMENTS, STORMWATER MANAGEMENT
IMPROVEMENTS, AND ROADWAY IMPROVEMENTS**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 23 day of October, 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



Bryan Whetstone
[print name]

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



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 22 day of October, 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 B Phase 3 (Willow Creek Boulevard) 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:



Witness Signature

Name: Eileen Sesto

Address: 9102 Southpark Center Loop
STE 100, Orlando, FL 32819

KB HOME ORLANDO LLC, a Delaware limited liability company



By: Steve McConn

Its: Vice President of Land Development



Witness Signature

Name: Juan Pardo

Address: 9102 Southpark 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 23rd day of October, 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)



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 B Phase 3 (Willow Creek Boulevard).”

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.

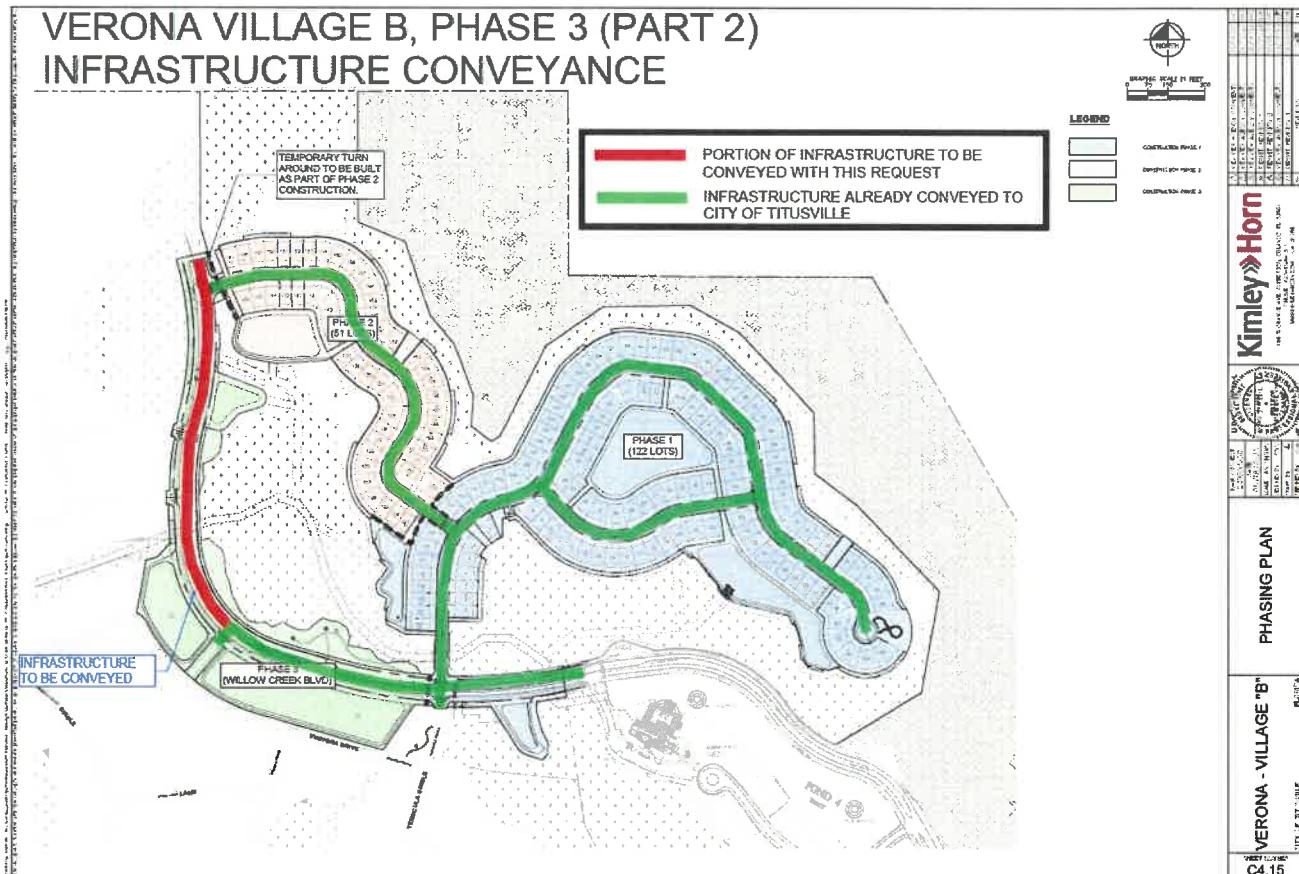
SANITARY SEWER/REUSE UTILITIES: All sanitary sewer and reuse lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment, and appurtenances thereto which are physically connected to or may be reasonably 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 B Phase 3 (Willow Creek Boulevard)



CERTIFICATION OF DISTRICT ENGINEER

Oct 27, 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
Orlando, Florida 32801

Re: Willow Creek II Community Development District
Acquisition of Verona Village B Phase 3 (Willow Creek Boulevard) – Sanitary Sewer
and Potable Water Utility Improvements, Stormwater Management Improvements, and
Roadway Improvements

Ladies and Gentlemen:

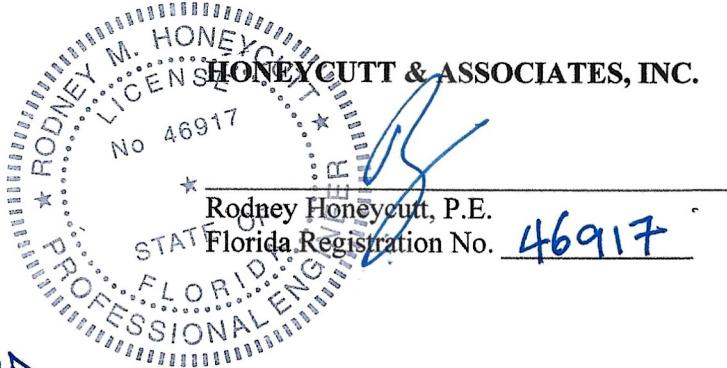
The undersigned, Rodney Honeycutt, P.E., of Honeycutt & Associates, Inc., as District Engineer of the Willow Creek II Community Development District (“District”), hereby makes the following certifications in connection with the District’s acquisition of certain work product and improvements (“Improvements”),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



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27th day of OCTOBER, 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

Sally Friscea
Notary Public State of Florida
Print Name: SALLY FRISCEA
Commission No.: HH 34 7572
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 B Phase 3 (Willow Creek Boulevard).”

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.

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.

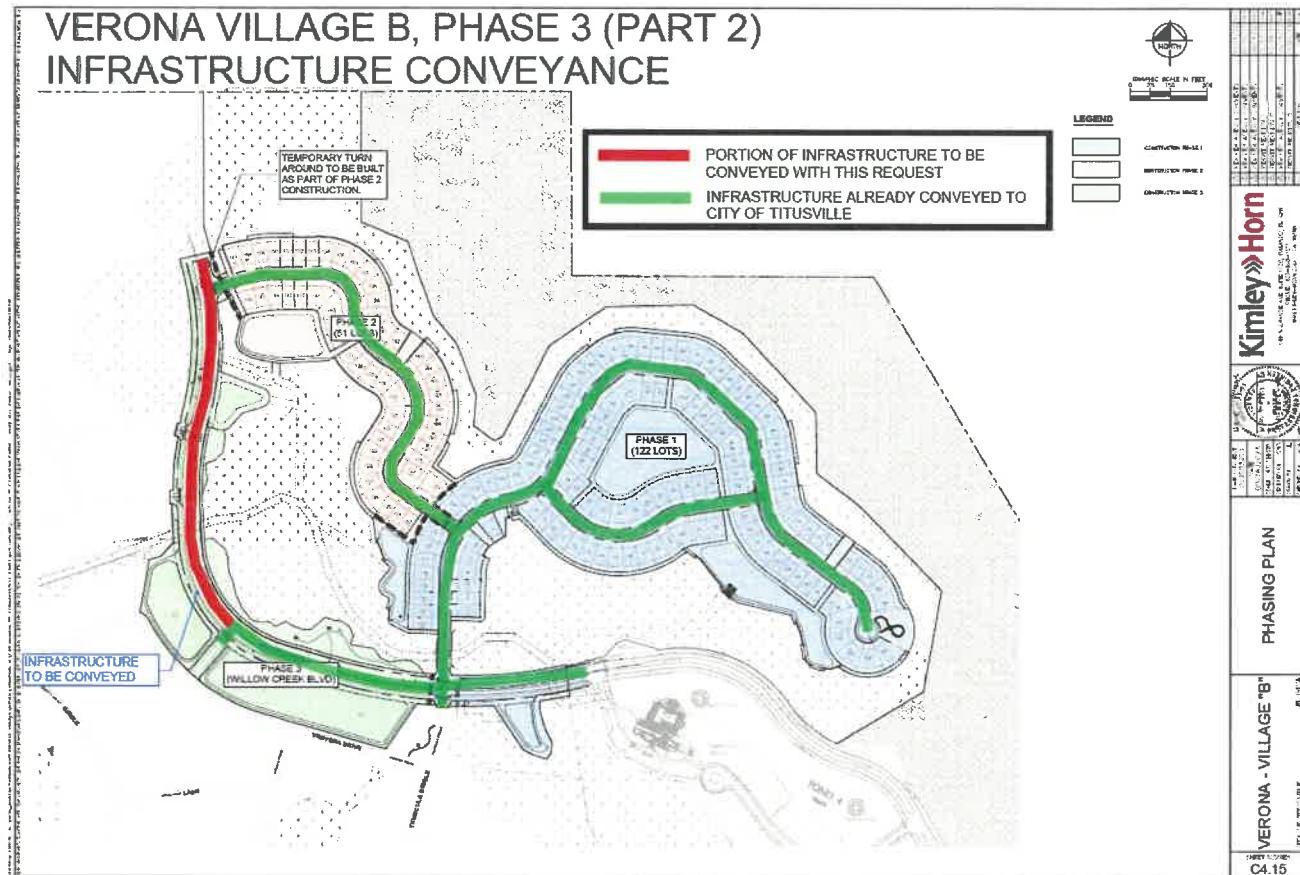
ROADWAYS: All roads, pavements, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the applicable rights-of-way.

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 B Phase 3 (Willow Creek Boulevard)

VERONA VILLAGE B, PHASE 3 (PART 2) INFRASTRUCTURE CONVEYANCE



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 B PHASE 3 (WILLOW CREEK BOULEVARD) – SANITARY SEWER AND POTABLE WATER UTILITY IMPROVEMENTS, STORMWATER MANAGEMENT IMPROVEMENTS, AND ROADWAY IMPROVEMENTS

THIS RELEASE ("Release") is made the 4 day of NOVEMBER, 2025, by Kimley-Horn and Associates, Inc. ("Professional"), a North Carolina corporation, with an address of 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601, 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 which it is intended. To the best of its knowledge, Professional performed its services with the degree of skill and care ordinarily exercised by reputable members of the same profession at the time and in the place where the services were performed, and no warranty, express or implied, is made or intended. Notwithstanding anything to the contrary in this Release, nothing herein releases, waives, discharges, or impairs any claims, causes of action, or rights of the District relating to design errors, omissions, or defects.

SECTION 3. ASSIGNMENT. Professional hereby acknowledges Developer has assigned, transferred, and conveyed to the District any and all claims, causes of action, warranties, guarantees, choses

in action, and rights of recovery (including for contribution or indemnity) Developer has, may have, or may in the future acquire against Professional and its representatives responsible for design, arising out of or relating to design errors, omissions, or defects in the portions of the Work Product related to the District's improvements, together with all proceeds thereof, to the fullest extent permitted by law.

SECTION 4. PAYMENT. Professional certifies that it has contracted with Developer for completion of the Work Product. To the extent compensation is owed to Professional for completion of the Work Product, Professional agrees that such compensation is due and payable by Developer, and that Professional shall not seek compensation for completion of the Work Product from the District.

SECTION 5. 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

By: Cory Sitter
Cory Sitter

KIMLEY-HORN AND ASSOCIATES, INC.


By: BRIAN ASHBY
Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 4th day of November, 2025, by Brian Ashby of Kimley-Horn and Associates Inc., who is personally known to me or who has produced as identification, and did or did not take the oath.



NILSA BROOKS
Commission # HH 626883
Expires January 8, 2029

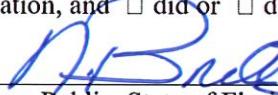

Notary Public, State of Florida
Print Name: Nilsa Brooks
Commission No.: HH 626883
My Commission Expires: 1/8/2029

Exhibit A – Description of Work Product

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 B Phase 3 (Willow Creek Boulevard) sanitary sewer and reuse utilities, stormwater management, and roadway improvements.

SECTION 8

SECTION C



WILLOW CREEK I AND II CDD

November 2025 Field Report



WILLOW CREEK I AND II CDD

Field

- Working on second round of erosion issues
 - Approximately 140 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
- Tree proposal that was approved at August meeting was completed.
- Walking path holes were repaired- sprinklers was underneath bench so he capped it off to avoid future issues.
- Sod damage behind residents house was repaired by Robertson's
- Hogs
 - Justin has been out working to catch the hogs that are causing damage
 - Will work on sod repairs once the issue is largely resolved.
- Tree Proposals
 - Cortese Dr
 - Prosecco and Turchetta
- Damage from Storm (retaining wall)
 - Reported to insurance company, waiting to hear back on process

LAKES

- Ponds were treated by Solitude.
- Fountain at front of community is not working
 - Quote for repair or replacement
 - Hall Fountains
 - Repair
 - Replace
 - Solitude
 - Replace
- Breaker for second and third pond has been tripping, keeping an eye on it.

Clubhouse

- Pressure washing was done around the clubhouse
- Strada installed additional key fob access points to door by gym and pool gate by the pickleball courts, not active yet.
- Key Fob distribution
 - Approximately 305 distributed so far
 - Received order of 150 additional cards
- Hours were set to 6am-10pm for gym, 7am-8:30pm for other areas.
- Playground Equipment Update?
 - Benches
 - Trashcan
- List of clubhouse needs- Waiting on KB
 - Holes in splashpad area from fence were filled
 - Family restroom door handle needs replaced
 - Bricks on pool deck were not installed (5 bricks)
 - Water drinking fountain outlet issue
- TV was installed in Community Room and cable added with local sports
- Christmas light proposals
 - Clubhouse and Front Entry Sign
 - Christmas Glow Co
 - Brevard Lights
- Mailboxes
 - Possibility of putting up a chain for the mailman to block off sections while he is delivering new mail?

SECTION i

SECTION 1

Please review the estimate to accept or reject

Reject Estimate

Accept Estimate

ESTIMATE

Brevard Lights
(321) 499-9066
Melbourne, FL, 32940
US
brevardlights.com

Billed to

Nicole Corbin
(321) 604-9098
ncorbin@calmfla.com
1756 Pecorino Ct
TITUSVILLE, FL 32796

Estimate No

EST-54

Issue Date

October 30, 2025

Expiry Date

November 29, 2025

ITEM NAME	SUBTOTAL
Front Face of Building \$12.00 x 450	\$5,400.00
Right Face of Building \$12.00 x 50	\$600.00
Left Face of Building \$12.00 x 50	\$600.00
Back Face of Building \$12.00 x 350	\$4,200.00
Entrance Sign \$12.00 x 200	\$2,400.00

48" Lit Wreath for Entrance Sign	\$600.00
\$300.00 x 2	
Subtotal	\$13,800.00
Amount Due (USD)	\$13,800.00

Terms & Notes:

Here's how it works:

We supply, install, maintain, take down, and store everything for you. You don't buy lights, you don't store them, and you don't deal with problems. If a bulb goes out, we fix it within 48 hours. At the end of the season, we remove everything and keep it safe for next year.

Your community stays lit, maintained, and holiday-ready!

And best of all—you're in control. Each line item is optional, so you can opt in or opt out of any part of the service to fit your budget and preferences.

Upon acceptance, a 30% deposit will be required. The remaining balance will be due after installation.

SECTION 2



Lighting Proposal

Prepared for Verona Community,

16/October/2025

Christmas Glow Co, L.L.C. is pleased to provide you with the attached seasonal holiday lighting proposal for the property located at 1756 Pecorino Ct, Titusville, FL 32780.

The attached proposal represents Christmas Glow Co's formal offer to provide seasonal Commercial Grade Christmas lighting for the property described therein, upon the terms and conditions and pricing provided therein.

Our services include **Installation, Storage, Removal, Custom Commercial-Grade Lights, Timer, Storage Bin, and other Accessories.**

A 50% deposit will be required for the 2025 Holiday Season. The second year will be an additional 15% off and following another 10% off.

Please note that this quote is based on the information provided and is subject to change if there are any modifications or additions to the scope of work. We are confident that our team will deliver high-quality work that exceeds your expectations. If you have any questions or would like to discuss any specific details, please feel free to reach out to us.

Thank you once again for considering us for this project. We look forward to the opportunity to work with you and your sponsor to bring your holiday vision to life.

Harrison Underhill
(321) 527-8463
christmasglows@gmail.com

Christmas Glow Co Proposal

Front	Price	QTY	Subtotal
Commercial Grade C9's- Main Building	\$8.00	295	\$2,360.00
Ground Lights	\$7.00	48	\$336.00
Total			\$2,696.00

50% Deposit: \$1,348.00

*Note: Processing fee only applies to debit and credit card payments (3.5%)

1st Year : \$2,696.00

2nd Year Loyalty: \$2,291.60 (15% OFF)

3rd Year Loyalty: \$2,022.00 (10% OFF)

Optionals	Price	QTY	Subtotal
Commercial Grade C9's- Left Side Pool Overhang	\$8.00	34	\$272.00
Ground Lights – Around the Island	\$7.00	240	\$1,680.00
48 inch Wreath	\$275.00	2	\$550.00
Total			\$2,502.00

50% Deposit: \$1,251.00

*Note: Processing fee only applies to debit and credit card payments (3.5%)

Christmas Glow Co Sketch



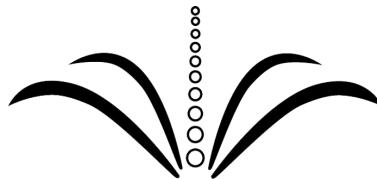
By: Verona Community
Address: 1756 Pecorino Ct, Titusville, FL 32780
Phone: (321) 604-9098
Email: ncorbin@calmfla.com

SECTION ii

SECTION 1

HALL FOUNTAINS, INC.

5500 NW 22nd Avenue, Fort Lauderdale, FL 33309
 Phone: 954-484-8530 800-777-4255 FAX: 954-484-2393



TO: Willow Creek	PROJECT: Willow Creek
MODEL: MO030-1-3-200	Montery

JOB: F-15370

Contact: DATE: 10/2/2025

TERMS AND CONDITIONS OF SALE

Processing Order – Unit is normally produced in four to six weeks after receipt of our signed order and the required deposit. Manufacturing time is based on workload at the time order is received. Large units may require more lead-time. No orders will be put into the manufacturing schedule without the required signed order, voltage confirmation and deposit. The warranty included with this proposal is exclusive, and in lieu of all other warranties, remedies and conditions, whether oral or written.

Required “BY OWNER” – All necessary shore line electrical work and electrical permits are to be provided by the owners electrician. Electrical work includes securing any necessary permits, mounting the controller supplied by “Hall”, hooking up proper line side service power to the controller and running the necessary conduit cable raceways from controller out into the lake approximately 3' and approximately 12" below the normal low water level.

If Crating and Shipping is included, it will be indicated in the price below. This option is normally required on units to be installed by “Buyer”. Unit will be crated and shipped pre-paid motor freight to the project site. On 6' and larger units, buyer will need a forklift or similar machine to unload the unit. A crane or other lifting device will be required on 6' and larger units capable of placing the unit far enough out into the lake that it will float freely. Hall Fountains will provide installation drawings and instructions. If desired the control panel can be shipped prior to the unit so that necessary shoreline electrical work can be completed.

If Delivery by “Hall” is included, it will be indicated in the price below. Hall Fountains will deliver the fountain, set it in the lake at the desired location, pull all the cabled to the fountain controller and make necessary adjustments to the unit for proper operation. The fountain control will be supplied in advance of the fountain unit delivery so shoreline electrical work can be performed. Hall Fountains must be notified after all electrical work is complete (line side power must be connected and energized before delivery.) If electrical work is not completed as stated, an additional charge may be assessed for wait time.

Hall Fountains requires a 50% deposit before any fabrication work is started or any equipment is accumulated on the buyer's behalf. Payment in full is due 30 days from delivery date. If not paid, a late charge of 1-1/2% per month will be added to the balance then outstanding. If a firm delivery date has been established and delivery can not be made because of on site delays, payment in full is due within 30 days of that date and equipment will be held by Hall Fountains for future delivery.

*Note 1- Hall Fountains, Inc. is not licensed to collect sales tax outside the state of Florida. It will be the buyer's responsibility to make direct payment of any applicable state or local sales taxes to the state or local authority concerned.

*Note 2- If applicable, freight will be pre-paid by Hall Fountains and billed on final invoice.

Listed cable length is from the fountain to the electrical control box. Control Box must be mounted close enough to the lake's edge so that distance from the control box to the fountain's location does not exceed included cable length.

Price listed below is valid for 90 days from issue of this quotation.

50% Deposit Required	\$8,095.18
-----------------------------	-------------------

Balance Due COD	\$8,095.18
------------------------	-------------------

Onsite Voltage		Onsite Phase	
-----------------------	--	---------------------	--

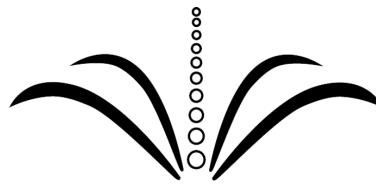
Voltage and Phase **MUST** be confirmed before production.

Sign and Return With Deposit

Equipment Cost	\$14,094.67
Crating	Not Applicable
Subtotal	\$14,094.67
Tax %	7.00%
Tax	\$895.68
Installation	\$1,200.00
Freight	See Note 2
Quantity	1
TOTAL	\$16,190.35

HALL FOUNTAINS, INC.

5500 NW 22nd Avenue, Fort Lauderdale, FL 33309
Phone: 954-484-8530 800-777-4255 FAX: 954-484-2393



TO:	PROJECT:		
Willow Creek	Willow Creek		
MODEL: MO030-1-3-200	JOB: F-15370		DATE: 10/2/2025

WARRANTY

All floating fountain units manufactured by Hall Fountains Inc., exclusive of the electric lamps and lenses used in the manufacture of submersible light fixtures, are guaranteed by Hall to be free from defects in materials and/or workmanship for a period of one year from the date of installation or 14 months from date of invoice, which ever comes first. The liability is expressly limited to repair or replacement of such parts by Hall where, in their opinion, damage is caused by defect and not misuse and is limited to such repair or replacement being made at the factory. It is understood that the purchaser will deliver to the factory such parts or material as may be considered defective and incur all delivery charges to and from the factory. If returning material is not practical because of size or weight, you may arrange for onsite service for an additional fee or charge. Repairing or replacing parts under warranty does not extend their original warranty period.

Any equipment to be ordered and any installation to be made from drawings supplied by Hall Fountains Inc. must be independently verified by buyer's architect and or engineer to determine that the same meets all on-site codes and regulations and is acceptable for the intended application. Hall Fountains Inc., guarantees fountain to operate as specified, if all equipment is purchased from Hall and is installed according to their drawings and installation instructions.

This warranty is in lieu of all other warranties, whether oral or written, expressed or implied. In no event will Hall fountains Inc., be liable for direct, indirect, special, incidental, or consequential damages for the breach of any express or implied warranty, including damage to property and, to the extent permitted by law, damages for personal injury, even if Hall Fountains Inc. has been advised of the possibility of such damages or if this warranty is found to fail in its essential purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

SECTION 2

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, 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.

SOLitude 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 SOLitude Lake Management.

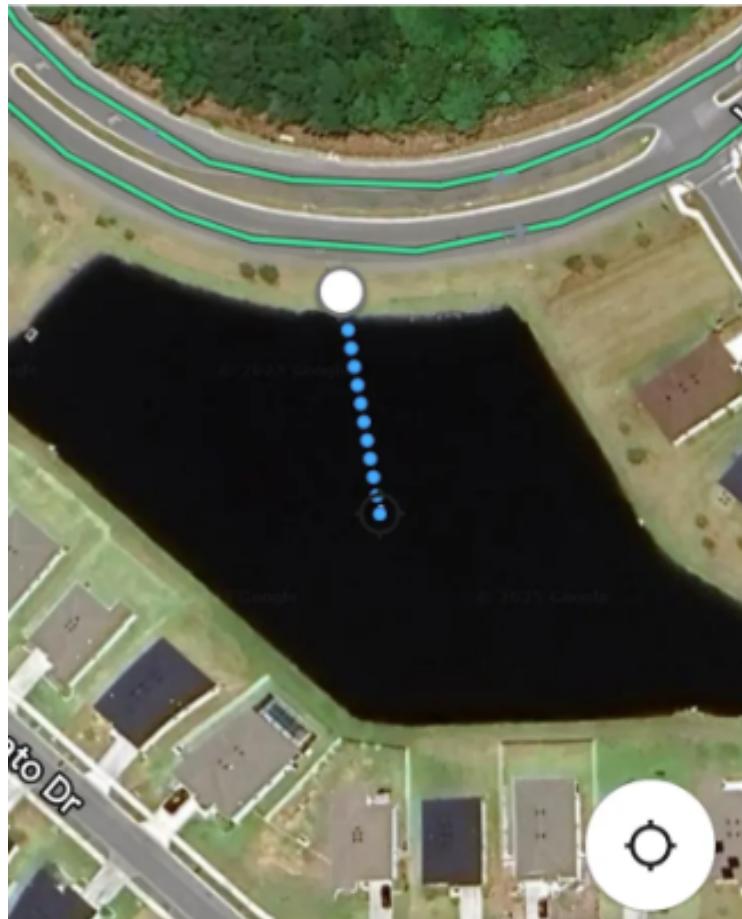
General Qualifications:

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



5500 N.W. 22nd Ave. Ft. Lauderdale, FL 33309
954-484-8530 Fax 954-484-2393

Quotation

Date

10/2/2025

Quote No.

19874

Sold To

Willow Creek
1756 Pecorino Ct
Titusville, FL 32780

Ship To

Order #

Ship Via

Payment Method

HFI

Item	Description	Qty	Each	Amount
3HP4	3 Horsepower 4" diameter Submersible Motor 230 Volt, 1 Phase	1	2,233.82	2,233.82
82A2	Splice Kit- Max Cable OD 1.0"	1	144.62	144.62
Labor	Labor to repair and replace parts	1	1,600.00	1,600.00

All Returned Items are Subject to a 10% Restocking Charge. Items Must be Returned in New Condition.

This quotation is valid for 60 days.

Subtotal	\$3,978.44
Sales Tax (7.0%)	\$166.49
Total	\$4,144.93

Tax # Year

Tax Resale No.

All items purchased from Hall must be installed by a qualified person and in accordance to Section 680 of the National Electrical Code. Electrical items are not to be installed in swimming pools or water that people will enter.

SECTION iv

ESTIMATE

Robertson's Lawns Inc.
580 Cox Rd
Cocoa, FL 32926

accounting@robertsonlandscape.co
m
+1 (321) 422-3844



Bill to

Willow Creek II Community Development
District
219 E. Livingston Street
Orlando, FL 32801 US

Estimate details

P.O. Number: Tree work

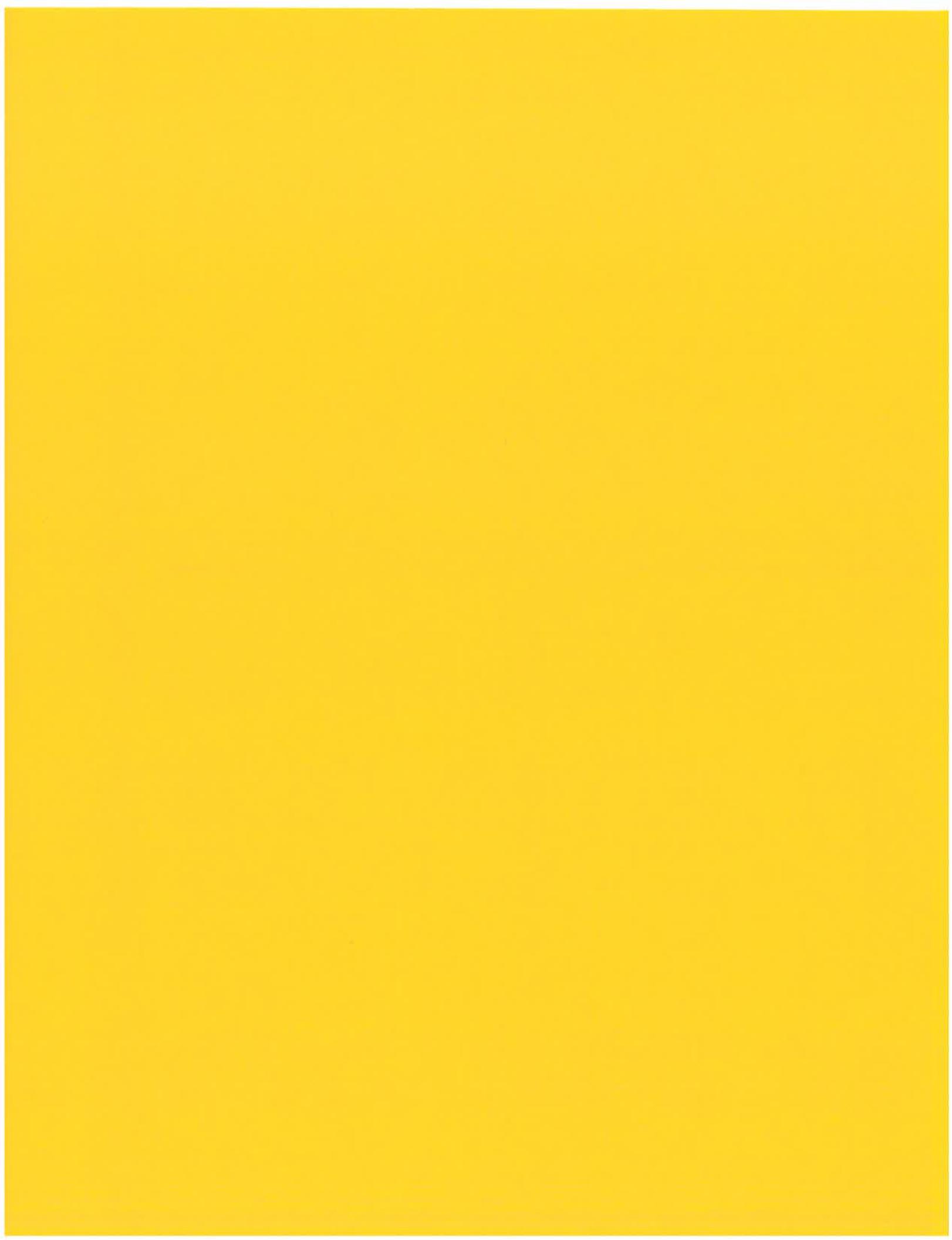
Estimate no.: 2438

Estimate date: 08/01/2025

#	Product or service	Description	Qty	Rate	Amount
1.	4005 Enhancements	Remove limbs hanging over fence on Prosecco Ln. Will need to be slow to avoid damage to fence.	1	\$900.00	\$900.00
2.	4005 Enhancements	Remove dead tree and limb broken off in tree next to it Turchetta. Leave stump. Tight fit between houses in this area. Machine may slightly damage turf getting to this area. No easy easements available to access.	1	\$950.00	\$950.00
				Total	\$1,850.00

Accepted date

Accepted by



ESTIMATE

Robertson's Lawns Inc.
580 Cox Rd
Cocoa, FL 32926

accounting@robertsonlandscape.co
m
+1 (321) 422-3844



Bill to

Willow Creek II Community Development
District
219 E. Livingston Street
Orlando, FL 32801 US

Estimate details

P.O. Number: Tree Trimming

Estimate no.: 2491

Estimate date: 10/13/2025

#	Product or service	Description	Qty	Rate	Amount
1.	4005 Enhancements	Trim tree behind house Cortese Dr.	1	\$750.00	\$750.00
			Total	\$750.00	

Accepted date

Accepted by

SECTION D

SECTION i

**AGREEMENT BETWEEN WILLOW CREEK II COMMUNITY
DEVELOPMENT DISTRICT AND COMMUNITY ASSOCIATION AND LIFESTYLE
MANAGEMENT, LLC, FOR AMENITY MANAGEMENT SERVICES**

This Agreement (“Agreement”) is made and entered into on November 11, 2025 (“Execution Date”), to be effective as of October 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, located in Titusville, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District”); and

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT, LLC, A Florida limited liability company, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 (“Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes, which was established for the purposes, among others, of owning, operating and maintaining various public infrastructure improvements, including recreational facilities and related improvements; and

WHEREAS, the District has constructed a recreation center that includes a swimming pool, fitness center, and other recreation facilities (collectively, the “Amenity Center”); and

WHEREAS, the District intends to provide for the operation, management program and maintenance of the Amenity Center; and

WHEREAS, Contractor has a background in the operation, management, program and maintenance of recreation facilities and is willing to provide such operation, management, program and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide facility management and maintenance services for District common areas and facilities; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to operate, manage, program and maintain the Amenity Center and to provide other services as described in this Agreement and the Scope of Services attached hereto as **Composite Exhibit A** and incorporated herein by reference (collectively, the “Services”).

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

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.

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenity Center for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement including that Contractor will not take a tax position inconsistent with it being a manager and not owner of the Amenity Center.

3. SCOPE OF SERVICES. Contractor shall provide the District with amenity management services for the Amenity Center as described in the Scope of Services attached hereto as **Composite Exhibit A**. To the extent any provisions of Composite **Exhibit A** or **Exhibit B** conflict with the express terms contained herein of this Agreement, the terms of this Agreement shall control.

4. COMPENSATION. As compensation for the Services described in this Agreement, the District agrees to pay Contractor **Ninety-Five Thousand, Four Hundred Twelve Dollars (\$95,412)** annually in accordance with **Exhibit B** attached hereto. Additional services shall be performed at the prices stated in **Exhibit B**. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Section 218.70 through 218.80, Florida Statutes. Contractor shall provide, upon request, copies of employee timecards documenting the total hours worked and documentation of reimbursable expenses.

5. GENERAL PROVISIONS.

- A.** The Services provided by Contractor shall be as provided for in **Composite Exhibit A** and as set forth in this Agreement. Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns.
- B.** Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.
- C.** Contractor shall promptly respond to any and all emergencies or problems related to the Amenity Center and shall report to the District all known problems related to the Amenity Center.
- D.** If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum to this Agreement. Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

6. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its Patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to commence repair of any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Center placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event more than forty-eight (48) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Center or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors (the "Board") expressly directs Contractor otherwise, in writing. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

9. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice, due to Contractor's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days written notice without cause. Contractor shall have the right to terminate this Agreement upon ninety (90) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the Services performed up to that date, subject to any offsets the District may have against Contractor. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Upon termination of this Agreement, Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- a. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenity Center, the District operations, and such other accountings, papers, and records as the District shall request and are in Contractor's possession or under Contractor's reasonable direct control pertaining to the Amenity Center;
- b. vacate any portion of the Amenity Center then accessed by Contractor as a consequence of this Agreement; and
- c. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement, at a minimum, the following insurance, the certificate of which is attached as **Exhibit C**:

i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

ii. General liability insurance with the following limits:

\$2,000,000	<i>General Aggregate</i>
\$1,000,000	<i>Products/Completed Operations</i>
\$1,000,000	<i>Personal & Advertising Injury</i>
\$1,000,000	<i>Each Occurrence</i>

iii. Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of \$1,000,000.

iv. Employer's Liability Coverage with limits of \$250,000.

v. Professional Liability Insurance with limits of \$1,000,000.

B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its officers, supervisors, staff and employees shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled during the term of this Agreement.

11. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest actually incurred.

B. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.

C. For purposes of this Section, “acts or omissions” on the part of Contractor’s officers, directors, agents, assigns, or employees includes, but is not limited to, the operation and management of the Amenity Center in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenity Center, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval.

12. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of the District’s sovereign immunity or the District’s limits of liability as set forth 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 such limitations of liability or by operation of law.

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

14. 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 Contractor 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.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

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

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume

or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

19. NOTICES. All notices, requests, consents, and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, 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

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
Jennifer Kilinski
jennifer@cddlawyers.com

And: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
Patrick Collins
Patrick@cddlawyers.com

B. If to the Contractor: Community Association and Lifestyle Management, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822
Attention: Darrin Mossing, President
DMossing@gmstnn.com

With a copy to: Community Association and Lifestyle Management, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822
Attention: Keith Nelson,
Chief Operating Officer
KNelson@CALMFLA.COM

And:

Community Association and Lifestyle
Management, LLC
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33308
Attn: Kurt Zimmerman, Registered Agent
Kurt@zimmermanlaw.com

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

20. 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 of 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 or other entity 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 District and Contractor and their respective representatives, successors, and assigns.

21. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

22. 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. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Brevard County, Florida.

23. EFFECTIVE DATE AND TERM. The initial term of this Agreement shall be from the Effective Date through September 30, 2026, unless terminated earlier in accordance with Section 13, above. This Agreement shall automatically renew for additional one (1) year terms, up to four (4) additional renewals, unless written notice is proved by either party thirty (30) days prior to the expiration of this Agreement. Any increase in price or change in scope of services must be approved in writing, executed by both Parties, prior to implementation of same; any change in price with such executed, written agreement shall be null and void.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE
CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT (813) 344-4844, INFO@GMSCFL.COM
WITH A COPY TO JLEBRUN@GMSCFL.COM, 219 E.
LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

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

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

27. 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.

28. NEGOTIATION AT ARM’S LENGTH. 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 and received, or had the opportunity to receive, 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.

29. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization statute of all newly hired employees and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. If applicable, the Contractor 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*.

31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“**Public Integrity Laws**”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

32. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section

787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with section 787.06(13), *Florida Statutes*.

[Signatures on Following Page]

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

Willow Creek II Community Development District

By: _____

Print Name: _____

Title: Chair, Board of Supervisors

Community Association And Lifestyle Management, LLC,
A Florida Limited liability Company

By: _____

Print Name: _____

Title: _____

Composite Exhibit A:

Amenity and Field Management Scope of Services

Exhibit B:

Amenity and Field Management Services Fee Schedule

Exhibit C:

Amenity and Field Management Certificate Of Insurance

Exhibit D:

Amenity and Field Management Anti-Human Trafficking Affidavit

Composite Exhibit A:
Amenity and Field Management Scope of Services

**Amenity and Field Management
Scope Of Service Descriptions**

Amenity and Field Management Services:

- Oversee day-to-day operations of the amenity facilities. This includes:
 - Daily inspection of the facilities
 - Ensure the facilities are in proper working order
 - Ensure the facilities are aesthetically pleasing
 - Enforcement of applicable amenity rules
 - Ensure that contracted vendors are fulfilling their contractual duties
- New resident orientation. This includes:
 - Welcoming new resident(s) to the community
 - Providing new resident information such as hours of operation, management contact information, community information
 - Answer new resident inquiries
- Respond to all resident requests and complaints regarding the community. This includes:
 - Educating the residents on District responsibilities
 - Educating the residents on any District facility rules and/or regulations
 - Research who may be the correct contact person if the issue is not related to a commonly maintained area
 - Consider resident ideas regarding the District and present recommendations to the Board of Supervisors where applicable
 - Assist resident with any complaints and make all possible attempt to address
- Issue resident facility access cards to residents in order for them to access the facilities where applicable. This includes:
 - Verification of residency
 - Collection of applicable payments
 - Activation/ deactivation of access cards
 - Provide amenity facility policies to card holder
 - Maintain listing of access cards issued through a trackable method whether through software or a spreadsheet
- For the safety of the community, the Amenity Manager is responsible for coordinating closure of any common areas when necessary such as approaching storms, construction or any other event that could pose a danger.

Amenity and Field Management Scope Of Service Descriptions

- Create and distribute a monthly newsletter to the community to include pertinent community news, service schedules, community event details, event reminders, and meeting announcements.
- Maintaining a positive relationship with both residents and vendors
- Prepare monthly report for District Meetings
- Attend District Meetings and present monthly reports to Board of Supervisors, District Manager, Staff, and any other meeting attendees
- Inspect common areas with the Field Manager when applicable
- Assist residents with renting the clubhouse or any other rentable space for their personal events. This includes:
 - Maintaining a calendar of the reservation dates
 - Arranging paperwork for resident to fill out
 - Issuing a confirmation letter to residents for their reserved date
 - Educating the resident on rental rules
 - Obtain any necessary licenses and/or insurance certificates when applicable
 - Obtaining payments and deposits for the rental from the resident
 - Inspection of the facilities prior to and after the scheduled event
 - Returning deposit checks where applicable
- Coordinate repairs for any common areas maintained by the District. This includes:
 - Identifying any damages
 - Obtaining a proposal where applicable
 - Schedule repairs
 - Supervise repairs
 - Confirm repair was acceptably completed
- Update the community bulletin board monthly and as needed

Exhibit B:
Amenity and Field Management Services Fee Schedule

Amenity and Field Management Service Fee Descriptions	C.A.L.M. FY' 2026 Annualized Fees
Amenity Management Services: Annual Fee paid in equal monthly payments (plus, reimbursable expenses)	\$82,200
Field Management Services: Annual Fee paid in equal monthly payments (plus, reimbursable expenses)	\$13,212
Fiscal Year 2026 Fees	\$95,412
Reimbursable Expenses:	
• Copies	\$0.15 per page black and white / \$0.40 per page Color
• Envelopes	Actual Cost
• Postage	Actual Cost
• FedEx / UPS	Actual Cost
Other Requested Administrative Services As Requested By Developers, Bondholders, Dissemination Agent, District Counsel, or Boards of Supervisors • Amenity Manager • Field Manager	At Standard Hourly Rates

Exhibit C:

Exhibit D:
Amenity and Field Management Anti-Human Trafficking Affidavit

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Kelly Adams, as Director of Human Resources, on behalf of Community Association Lifestyle Management, 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: Community Association Lifestyle
Management, LLC

By: Kelly Adams

Name: *Kelly Adams*

Title Director of Human Resources:

STATE OF FLORIDA Tennessee
COUNTY OF Rodne

Date: 12/6/2024

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 16 day of
December, 2024.

(Notary Seal)

Amanda Jones
Notary Public

SECTION 9

SECTION A

Willow Creek II
COMMUNITY DEVELOPMENT DISTRICT

Funding Request list

<i>Date</i>	<i>Funding Requests</i>	<i>Amount</i>
7/17/2025	<i>FR# 9</i>	\$22,550.34
8/12/2025	<i>FR# 10</i>	\$40,901.37
9/8/2025	<i>FR# 11</i>	\$51,610.56
10/1/2025	<i>FR# 12</i>	\$24,353.00
10/14/2025	<i>FR# 13</i>	\$26,485.80
TOTAL		\$165,901.07

Willow Creek II

Community Development District

BILL TO: KB Homes - Orlando
9102 Southpark Center Loop
Suite 100
Orlando, FL 32819
Taveras, Yajaira <ydtaveras@kbhome.com>

July 17, 2025
Funding Request #9

PAYEE	GENERAL FUND
1 Continuum Services-Weber Environmental Services LLC	
Inv#207578 Cut down large oak trees	\$ 15,395.00
Inv#207564 Repair damaged irrigation around lift station	\$ 670.34
Inv#207535 Leave debris inside conservation area	\$ 525.00
Inv#207534 Re-mulch with Pine Bark mulch	\$ 5,960.00
TOTAL	\$ 22,550.34

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
 Taveras, Yajaira <cydtaveras@kbhome.com>

August 12, 2025
 Funding Request #10

	PAYEE		GENERAL FUND
1	Robertson's Lawns Inc.		
	Inv#25-000731	August Lawn Maintenance	\$ 16,000.00
2	Community Association Lifestyle Managmenet II		
	Inv#148	August - Amenity Mgmt	\$ 6,850.92
3	GMS		
	Inv#13	August - Field Service	\$ 1,101.42
	Inv#14	August - Administration	\$ 3,255.77
4	CSS Clean Star Service		
	Inv#15590	July - monthly cleaning	\$ 2,300.00
5	Kilinksi Van Wyk PLLC		
	Inv#12752	Construction June	\$ 1,156.50
	Inv#12753	General June	\$ 1,583.00
	Inv#12754	Validation June	\$ 2,226.00
6	Solitude Lake Management		
	Inv#PSI187791	Fountain/Aerator Service&Repair	\$ 930.00
	Inv#PSI193359	August - Lake maintenance	\$ 1,335.00
7	Strada Security		
	Inv#0825312092	August - Monitoring service	\$ 85.99
8	FPL		
	Account#64812-20447	Pool 6/12-7/14/25	\$ 1,444.57
	Account#99447-10442	Clubhouse 6/12-7/14/25	\$ 1,006.62
9	City of Titusville		
	Acct#141914	Water/Sewer Clubhouse 6/3-7/1/25	\$ 754.52
10	Spectrum		
	Inv#0595015071325	Internet 7/13-8/12/25	\$ 190.28
11	Gannett Florida LocaliQ		
	Inv#7146072	Ad for meeting 5/13/25	\$ 155.18
	Inv#7251630	Ad for Public Notice	\$ 525.60
TOTAL			\$ 40,901.37

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
 Taveras, Yajaira <ydtaveras@kbhome.com>

September 8, 2025
 Funding Request #11

PAYEE	GENERAL FUND
1 Robertson's Lawns Inc. Inv#25-000948	September Lawn Maintenance \$ 16,000.00
2 Community Association Lifestyle Managmenet II Inv#153	September - Amenity Mgmt \$ 6,850.92
3 GMS Inv#16 Inv#15	September - Administration \$ 3,258.14 September - Field Service \$ 1,101.42
4 CSS Clean Star Service Inv#15830	August - monthly cleaning \$ 2,300.00
5 Kilinksj Van Wyk PLLC Inv#12972 Inv#12974 Inv#12973	General July \$ 593.50 Construction July \$ 2,089.50 Validation July \$ 5,356.64
6 Solitude Lake Management Inv#PSI201527	September - Lake maintenance \$ 1,335.00
7 Strada Security Inv#0925316331 Inv#314573229	September - Monitoring service \$ 85.99 Install exterior door to card access system \$ 2,440.00
8 FPL Account#64812-20447 Account#99447-10442	Pool 7/14-8/13/25 \$ 1,385.22 Clubhouse 7/14-8/13/25 \$ 1,233.25
9 City of Titusville Acct#141914	Water/Sewer Clubhouse 7/1-8/5/25 \$ 431.10
10 Loggins Pools LLC Inv#25371	August Pool service \$ 2,000.00
11 Spectrum Inv#0595015081325	Internet 8/13-9/12/25 \$ 185.28
12 Weber Enironmenatl Service Inv#208927	add irrigation to trees \$ 2,196.60
13 Your Hometown Handyman LLC Inv#001010	Walking path repair \$ 1,175.00
14 Massey Inv#66665229	Pest Prevention Qrt \$ 195.00
15 Beacon Inv#17414	Exterior cleaning/Pressure washing \$ 1,398.00
TOTAL	\$ 51,610.56

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
Taveras, Yajaira <ydtaveras@kbhome.com>

October 1, 2025
Funding Request #12

PAYEE	GENERAL FUND
1 Egis Insurance & Risk Advisors Polity #1001251282 Florida Insurance Alliance for FY 2026 10/1 - 10/1/26	\$ 19,450.00
2 Egis Insurance & Risk Advisors Policy #1001241282 Florida Insurance Aliance Retro from July 1, 2025	\$ 4,903.00
TOTAL	\$ 24,353.00

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
 Taveras, Yajaira <ydtaveras@kbhome.com>

October 14, 2025
 Funding Request #13

PAYEE	GENERAL FUND
1 Robertson's Lawns Inc. Inv#25-001148	October Lawn Maintenance \$ 16,000.00
2 GMS-CF Inv#1 Inv#2	October - Administration \$ 3,251.54 October - Field Service \$ 1,101.00
3 Solitude Lake Management Inv#PSI209209	October - Lake maintenance \$ 1,335.00
4 Strada Security Inv#1025320559	October - Monitoring service \$ 85.99
5 FPL Account#64812-20447 Account#99447-10442	Pool additional deposit \$ 1,247.00 Clubhouse additional deposit \$ 891.00
6 Loggins Pools LLC Inv#26918	October Pool service \$ 2,000.00
7 Spectrum Inv#0595015081325	TV/Internet 10/12-11/12/25 \$ 399.27
8 Florida Commerce Inv#93848	Special District fees \$ 175.00
TOTAL	\$ 26,485.80

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
September 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
September 30, 2025

<i>General Fund</i>

Assets:

Cash:

Operating Account	\$ 49,058
Due from Developer	4,903
Deposits	4,776

Total Assets	\$ 58,737
---------------------	------------------

Liabilities:

Accounts Payable	\$ 19,613
Clubhouse Deposits	750

Total Liabilities	\$ 20,363
--------------------------	------------------

Fund Balance:

Nonspendable:

Deposits	\$ 4,776
Unassigned	33,598

Total Fund Balances	\$ 38,374
----------------------------	------------------

Total Liabilities & Fund Balance	\$ 58,737
---	------------------

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

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<u>Revenues:</u>				
Developer Contribution	\$ 586,594	\$ 586,594	\$ 387,575	\$ (199,019)
Clubhouse Revenue	-	-	1,875	1,875
Interlocal-Governmental Revenue*	113,241	113,241	76,532	(36,709)
Total Revenues	\$ 699,835	\$ 699,835	\$ 465,981	\$ (233,853)

Expenditures:

General & Administrative:

Engineering	\$ 20,000	\$ 20,000	\$ 6,234	\$ 13,766
Attorney	20,000	20,000	57,511	(37,511)
Annual Audit	4,900	4,900	-	4,900
Assessment Administration	2,500	2,500	-	2,500
Dissemination Agent	2,500	2,500	-	2,500
Management Fees	36,000	36,000	25,742	10,258
Property Appraiser	150	150	-	150
Information Technology	1,000	1,000	715	285
Website Maintenance	2,000	2,000	1,430	570
Postage & Delivery	800	800	22	778
Insurance General Liability	5,000	5,000	1,878	3,122
Printing & Binding	500	500	12	488
Legal Advertising	15,000	15,000	13,653	1,347
Other Current Charges	1,000	1,000	153	847
Office Supplies	100	100	-	100
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 111,625	\$ 111,625	\$ 107,525	\$ 4,100

Operations & Maintenance

Field Expenditures

Field Management	\$ 13,000	\$ 13,000	\$ 7,710	\$ 5,290
Irrigation Maintenance	4,800	4,800	4,099	701
Landscape Maintenance	110,000	110,000	130,902	(20,902)
Mulch	40,000	40,000	625	39,375
Pest Control	1,000	1,000	605	395
Lake Maintenance	22,200	22,200	10,275	11,925
Wetlands/Preserves	5,000	5,000	-	5,000
Pressure Washing	5,000	5,000	325	4,675
Contingency	10,000	10,000	-	10,000
Subtotal Field Expenditures	\$ 211,000	\$ 211,000	\$ 154,541	\$ 56,459

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

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
Amenity Expenditures				
Management Fees	\$ 82,211	\$ 82,211	\$ 47,956	\$ 34,255
Access Control	2,867	2,867	952	1,915
Alarm Monitoring	1,638	1,638	-	1,638
Pool Monitoring	1,000	1,000	-	1,000
Utility - Electric	27,847	27,847	16,877	10,970
Utility - Water & Sewer	20,066	20,066	6,664	13,402
Cable/Internet Services	3,686	3,686	1,351	2,335
Telephone	3,522	3,522	-	3,522
Property Insurance	19,636	19,636	3,025	16,611
Landscape Maintenance	26,823	26,823	9,135	17,688
Landscape Replacement	4,095	4,095	-	4,095
Pest Control	819	819	-	819
Pool & Spa Maintenance	34,399	34,399	14,000	20,399
Repairs and Maintenance	10,000	10,000	1,770	8,230
Janitorial Maintenance	45,000	45,000	16,400	28,600
Janitorial Supplies	2,252	2,252	-	2,252
Office Equipment Maintenance	2,662	2,662	-	2,662
Office Supplies/Clubhouse Supplies	4,000	4,000	123	3,877
Air Conditioning Maintenance	2,300	2,300	-	2,300
Fitness Equipment Lease	16,411	16,411	-	16,411
Fitness Equipment Maintenance	6,150	6,150	-	6,150
Window Cleaning/Pressure Cleaning	5,325	5,325	1,398	3,927
Porter Service	4,400	4,400	-	4,400
Trash Collection	800	800	-	800
Special Events	10,000	10,000	-	10,000
Holiday Lighting	17,300	17,300	-	17,300
Contingency	10,000	10,000	-	10,000
Capital Outlay	-	-	45,890	(45,890)
Capital Reserve	12,000	12,000	-	12,000
Subtotal Amenity Expenditures	\$ 377,209	\$ 377,209	\$ 165,542	\$ 211,668
Total Operations & Maintenance	\$ 588,209	\$ 588,209	\$ 320,082	\$ 268,127
Total Expenditures	\$ 699,834	\$ 699,834	\$ 427,608	\$ 272,227
Excess (Deficiency) of Revenues over Expenditure	\$ -	\$ -	\$ 38,374	\$ 38,374
Net Change in Fund Balance	\$ -	\$ -	\$ 38,374	\$ 38,374
Fund Balance - Beginning	\$ -	\$ -	\$ -	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 38,374	

*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	Willow Creek TRUE UP 23.91%
Revenues:														
Developer Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,372	\$ 53,675	\$ 34,811	\$ 69,201	\$ 71,385	\$ 31,458	\$ 47,673	\$ 387,575	\$ -
Clubhouse Revenue	-	-	-	-	-	-	-	-	250	850	250	525	1,875	-
Interlocal-Governmental Revenue*	-	-	-	-	-	7,820	7,390	12,025	17,385	13,628	9,443	8,841	76,532	76,531.65
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,192	\$ 61,065	\$ 46,835	\$ 86,836	\$ 85,864	\$ 41,151	\$ 57,039	\$ 465,981	\$ 76,531.65
Expenditures:														
<i>General & Administrative:</i>														
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,234	-
Attorney	-	-	-	-	15,672	1,320	3,562	9,879	10,339	4,966	8,040	2,607	1,128	57,511
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	-	-	-	1,742	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	25,742
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	-	-	-	48	83	83	83	83	83	83	83	83	83	715
Website Maintenance	-	-	-	97	167	167	167	167	167	167	167	167	167	1,430
Postage & Delivery	-	-	-	-	-	3	-	-	-	6	6	8	22	-
Insurance General Liability	-	-	-	-	-	-	-	-	-	-	-	1,878	1,878	-
Printing & Binding	-	-	-	-	-	8	-	2	-	2	-	-	12	-
Legal Advertising	-	-	-	-	11,174	-	1,325	691	-	-	232	232	13,653	-
Other Current Charges	-	-	-	-	-	73	-	-	-	17	30	34	153	-
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	-	-	-	-	-	-	175	-	-	-	-	-	175	-
Total General & Administrative	\$ -	\$ -	\$ -	\$ 17,559	\$ 15,744	\$ 13,128	\$ 14,629	\$ 14,282	\$ 8,216	\$ 11,313	\$ 6,125	\$ 6,530	\$ 107,525	\$ -
<i>Operations & Maintenance</i>														
<i>Field Expenditures</i>														
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,101	\$ 1,101	\$ 1,101	\$ 1,101	\$ 1,101	\$ 1,101	\$ 1,101	\$ 7,710	\$ 1,843.45
Irrigation Maintenance	-	-	-	-	-	301	-	281	-	670	2,197	650	4,099	980.01
Landscape Maintenance	-	-	-	-	-	12,383	12,383	26,108	12,383	36,575	16,375	14,695	130,902	31,298.67
Mulch	-	-	-	-	-	-	-	625	-	-	-	-	625	149.44
Pest Control	-	-	-	-	-	-	215	195	-	-	195	-	605	144.66
Lake Maintenance	-	-	-	-	-	1,335	1,335	1,335	1,335	2,265	1,335	1,335	10,275	2,456.75
Wetlands/Preserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing	-	-	-	-	-	325	-	-	-	-	-	-	325	77.71
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Field Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,445	\$ 15,034	\$ 29,645	\$ 14,819	\$ 40,612	\$ 21,203	\$ 17,781	\$ 154,541	\$ 36,950.68

Willow Creek II
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total	Willow Creek TRUE UP	
Amenity Expenditures															
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,851	\$ 6,851	\$ 6,851	\$ 6,851	\$ 6,851	\$ 6,851	\$ 6,851	\$ 47,956	\$ 11,466.38	
Access Control	-	-	-	-	-	86	86	86	86	86	86	436	952	227.61	
Alarm Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Pool Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Utility - Electric	-	-	-	-	-	2,212	2,101	2,143	2,451	2,618	2,673	2,678	16,877	4,035.28	
Utility - Water & Sewer	-	-	-	-	-	672	771	3,331	755	432	319	384	6,664	1,593.46	
Cable/Internet Services	-	-	-	-	-	185	186	190	190	199	185	215	1,351	323.00	
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Property Insurance	-	-	-	-	-	-	-	-	-	-	-	3,025	3,025	723.28	
Landscape Maintenance	-	-	-	-	-	1,305	1,305	1,305	1,305	1,305	1,305	1,305	9,135	2,184.18	
Landscape Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Pool & Spa Maintenance	-	-	-	-	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	14,000	3,347.40	
Repairs and Maintenance	-	-	-	-	-	-	-	-	-	595	1,175	-	1,770	423.21	
Janitorial Maintenance	-	-	-	-	-	2,450	2,450	2,300	2,300	2,300	2,300	2,300	16,400	3,921.24	
Janitorial Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Office Equipment Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Office Supplies/Clubhouse Supplies	-	-	-	-	-	-	123	-	-	-	-	-	123	29.38	
Air Conditioning Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fitness Equipment Lease	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fitness Equipment Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Window Cleaning/Pressure Cleaning	-	-	-	-	-	-	-	-	-	-	1,398	-	1,398	334.26	
Porter Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Trash Collection	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Special Events	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Holiday Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Capital Outlay	-	-	-	-	-	1,500	-	2,440	41,950	-	-	-	45,890	10,972.30	
Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal Amenity Expenditures	\$ -	\$ 17,262	\$ 15,872	\$ 20,646	\$ 57,889	\$ 16,387	\$ 18,292	\$ 19,194	\$ 165,542	\$ 39,580.98					
Total Operations & Maintenance	\$ -	\$ 32,707	\$ 30,906	\$ 50,291	\$ 72,708	\$ 56,998	\$ 39,495	\$ 36,976	\$ 320,082	\$ 76,531.65					
Total Expenditures	\$ -	\$ 17,559	\$ 15,744	\$ 45,835	\$ 45,536	\$ 64,573	\$ 80,924	\$ 68,312	\$ 45,620	\$ 43,505	\$ 427,608				
Excess (Deficiency) of Revenues over Expen	\$ -	\$ (17,559)	\$ (15,744)	\$ 41,357	\$ 15,529	\$ (17,738)	\$ 5,912	\$ 17,552	\$ (4,469)	\$ 13,533	\$ 38,374				
Net Change in Fund Balance	\$ -	\$ (17,559)	\$ (15,744)	\$ 41,357	\$ 15,529	\$ (17,738)	\$ 5,912	\$ 17,552	\$ (4,469)	\$ 13,533	\$ 38,374				