

*Willow Creek
Community Development District*

Agenda

August 12, 2025

AGENDA

Willow Creek

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

UPDATED AGENDA

August 5, 2025

Board of Supervisors
Willow Creek
Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Willow Creek Community Development District will be held **Tuesday, August 12, 2025 at 1:00 p.m. at the Willow Creek Amenity Center, 1756 Pecorino Ct., Titusville, FL 32780**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Consideration of Resolution 2025-06 Appointing District Manager
 - B. Consideration of Resolution 2025-07 Re-Designating Administrative Office, Principal Headquarters and District Records Office
 - C. Consideration of Resolution 2025-08 Re-Designating Registered Agent and Office
 - D. Consideration of Resolution 2025-09 Removing and Appointing Officers
4. Approval of Minutes of the May 13, 2025 Board of Supervisors Meeting
5. Public Hearing on the Adoption of the Fiscal Year 2026 Budget
 - A. Consideration of Resolution 2025-10 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2025-11 Imposing Special Assessments and Certifying an Assessment Roll
 - C. Consideration of Fiscal Year 2026 Developer Funding Agreement
6. District Goals and Objectives
 - A. Adoption of Fiscal Year 2025 Goals and Objectives
 - B. Adoption of Fiscal Year 2026 Goals and Objectives
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. **Field Manager's Report – ADDED**
 - i. **Discussion of Proposals for Pressure Washing**

- Sincerely,
Fremy LeBrun
 Fremy LeBrun
 District Manager

Jeremy LeBrun

Jeremy LeBrun
District Manager

SECTION 3

SECTION A

RESOLUTION 2025-06

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 12th day of August 2025.

ATTEST:

**WILLOW CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A:
District Manager Agreement

AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

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

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

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

RECITALS

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

WHEREAS, the District and Governmental Management Services-South Florida, LLC (“**GMS-SF**”), previously entered into an agreement for the provision of district management services, dated February 7, 2006, as amended from time to time (“**Original Agreement**”); and

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

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

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

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

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

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

SECTION 3. FEES AND TERMS OF SERVICES; TERM.

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

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

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

SECTION 4. INDEMNIFICATION.

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

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

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

SECTION 6. TERMINATION.

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

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

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

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

A. If to District: Willow Creek 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@cddlwayers.com
&
Patrick Collins
patrick@cddlwayers.com

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

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

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

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

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

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

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

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

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

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

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

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

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

vehicles

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

Attest:

**WILLOW CREEK COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

87D38859F55A4C5...
Secretary / Assistant Secretary
Board Of Supervisors

Andressa Hinz Philippi
Print Name

Signed by:

63535C7139ED474...
By: _____

Print: Stephen McConn

Its: Chair
Chairperson/Vice Chairperson,
Board of Supervisors

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

Witness

Print Name of Witness

DocuSigned by:

3CA8CBD20A734F6...
By: _____

Print: Darrin Mossing

Its: President

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

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

The undersigned hereby acknowledges that the District Management Agreement, dated February 7, 2006, as amended from time to time, each by and between the Willow Creek Community Development District (the “**District**”) and the undersigned (collectively, the “**Original Agreement**”), is terminated and replaced in its entirety upon the execution of the Agreement for District Management Services by and between the District and Governmental Management Services-Central Florida, LLC, dated the Effective Date thereof (“**Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings as defined in the Agreement.

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

Witness

DocuSigned by:
By: Darrin Mossing
3CA8CCBD20A734F6...
Darrin Mossing, President

Date: 2025-05-19

EXHIBIT A
SCOPE OF SERVICES

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

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

Meetings, Hearings, Workshops, Etc.

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

Records

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

District Operations

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

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

Accounting and Reporting

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

Audits

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

Budgeting

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

Capital Program Administration

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

Maintenance Contract Administration

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

FINANCIAL SERVICES

Assessments & Revenue Collection

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

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

DISTRICT RESPONSIBILITIES

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

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EXHIBIT B
SCHEDULE OF FEES

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

1. DISTRICT MANAGEMENT SERVICES:

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

2. OTHER FEES SCHEDULE:

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

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

EXHIBIT C

CERTIFICATE OF INSURANCE

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

ANTI-HUMAN TRAFFICKING AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NAUGHT.

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

By: Kelly Adams

Name: Kelly Adams

Title Director of Human Resources:

Date: 12/6/2024

STATE OF ~~FLORIDA~~ Tennessee
COUNTY OF Roane

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

(Notary Seal)

Amanda Jones
Notary Public

SECTION B

RESOLUTION 2025-07

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

PASSED AND ADOPTED this 12th day of August 2025.

ATTEST:

**WILLOW CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairperson
Board of Supervisors

SECTION C

RESOLUTION 2025-08

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 12th day of August 2025.

ATTEST:

**WILLOW CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairperson
Board of Supervisors

SECTION D

RESOLUTION 2025-09

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

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

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

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

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

District Manager Officers:

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

Board Member Officers:

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

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

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

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

PASSED AND ADOPTED this 12th day of August 2025.

ATTEST:

**WILLOW CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairperson
Board of Supervisors

SECTION 4

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

The regular meeting of the Board of Supervisors of the Willow Creek Community Development District was held on Tuesday, May 13, 2025, at 1:00 p.m. at the Willow Creek Amenity Center, 1756 Pecorino Court, Titusville, Florida

Present and constituting a quorum were:

Stephen White
Jeff Myers
Marisela Rivera

Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jeremy LeBrun
Nicole Corbin
Andressa Hinz Philippi
Rodney Honeycutt
Patrick Collins
Lauren Gentry
Daniel Srein
Sterling Baker
Krista Vaughan
BrightView Representatives
Several Residents

District Manager
Governmental Management Services
Governmental Management Services (by phone)
District Engineer
District Counsel (by phone)
District Counsel (by phone)
Top Notch
Top Notch
Robertson's Landscape

FIRST ORDER OF BUSINESS

**Oath of Office for Ms. Marisela
Rivera**

Mr. LeBrun: The first item on the agenda is the oath of office for Ms. Marisela Rivera. Just for the record, Ms. Rivera was sworn in prior to the meeting starting, so she is officially on the Board. Welcome.

Ms. Rivera: Thank you.

SECOND ORDER OF BUSINESS

Roll Call

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

THIRD ORDER OF BUSINESS

Approval of the Minutes of the March 11, 2025 Meeting

Mr. LeBrun: Next we have item No. 3, this is the approval of the minutes of the March 11, 2025 meeting. Those were circulated in the electronic agenda and it's also on the iPads in front of you. I'd be happy to take any comments or corrections. If not, I'm just looking for a motion to approve those.

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

FOURTH ORDER OF BUSINESS

Consideration of:

A. Resolution #2025-05 Approving the Proposed Fiscal Year 2026 Budget and Setting the Public Hearing

Mr. LeBrun: That brings us to item No. 4, this is consideration of resolution #2025-05. This is approving the proposed fiscal year 2026 budget and setting that public hearing. So, similar to what the Board has seen in previous budgets, this resolution is approving our proposed budget which essentially sets the cap for the budget, and the Board will actually approve the budget, and adopt the budget at the hearing which we'll set today. So that resolution just states that and then our office will advertise that hearing per the State Statute for whatever date the Board decides to set. For that hearing, I would recommend the Board set the hearing for August 12th, so that's your normal August meeting date, that's part of the regular adopted schedule. That would be the recommendation from staff is to have it at that August 12th meeting, that meets all the statutory requirements to adopt that budget. So, at that time we'll have a public hearing and the Board will adopt the budget. Next, we'll go down to the actual budget and I'll give the Board kind of an overview and if you have any questions we can discuss it, and if not we can look to approve that resolution. So, real quickly I'll just kind of go through the budget with the Board. If you look on page 24 of the PDF, that's the general fund, that's the start of the actual budget. The top section here you have your revenues, on the far right you have the fiscal year 2026 budget, on the far left column is the current adopted budget, so you'll see the comparison there from year to year. It's a pretty similar budget and the way it's allocated there, all the different categories, so you have your administrative section that details the administrative costs of operating the District. Below that you have your operations and maintenance at the bottom of page 1, and these are your field

expenditures. A big change you'll notice for Willow Creek I, you'll see some of the costs have been moved over to Willow Creek II which at the last meeting the Board adopted those contracts to be transferred over and those expenses, so that's a big change you'll see from 2025 to 2026.

Ms. Hinz Philippi: I would say to the Board that most of the costs were transferred, just the utilities were kept on Willow Creek. The rest is going to be used for the interlocal, the 23.91% that is the cost sharing but, everything else is there just so you know Willow Creek has those expenditures but, it's going to be shared through the interlocal.

Mr. LeBrun: Thanks, Andressa. You also see that interlocal government expense is also displayed there, looking at page 2 of the budget. That's the amenity budget expenditures you'll see there, that interlocal government expense allocated there towards the bottom right of that column. Going on to page 3 of the budget, that just kind of helps illustrate the breakdown of the cost share percentage, based on the interlocal agreement, you'll see the two columns there and how the expenses are allocated, just for transparency purposes to show how those costs are allocated. If you drop down to page 5, this is the narrative of the budget, so this helps explain the different line items, very helpful for residents looking at the budget which kind of details what each expense is for. Going down on page 7, you'll see you have your proposed budget Debt Service Series 2022, so that just details your debt service funds, and then your amortization schedule is listed there, and then the last page, on page 9, you'll see the assessment table and there's no assessment increase for residents, so that's the good news. Everything will stay the same as currently, so no assessment increase based on this proposed budget. So, that's kind of a quick overview, I'm happy to take any questions, if there are any questions for staff, and if not, we just need a motion to approve resolution #2025-05, that's approving the proposed fiscal year 2026 budget and setting that public hearing for August 12th at 1:00 p.m. at this location.

On MOTION by Mr. White seconded by Mr. Myers with all in favor, Resolution #2025-05 approving the proposed Fiscal Year 2026 Budget and setting the Public Hearing on August 12, 2025 at 1:00 p.m. at 1756 Pecorino Court, Titusville, Florida was approved.

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

Mr. LeBrun: Item No. 4B, so this is the agreement for District manager services with Governmental Management Services - Central Florida LLC. So, as described at the last Board meeting, GMS, we're basically shifting Willow Creek I and II on to GMS Central Florida. A lot of it is for geographical purposes, so like I said earlier, I'm Jeremy and I'm based out of the Central Florida office. I actually live in South Brevard, so geographically it's just better for GMS, for me to be up here and manage this, so I'm going to be taking over for Andressa if the Board approves this transfer. So, it's the same service, you might have different personnel completing the email announcements, I'll be serving as District manager, you'll still have Nicole here as field person, so a lot of that will stay, the accounting will stay with the same accountant just for consistency. So essentially this agreement is transferring the District management services over to GMS – Central Florida, as opposed to South Florida. Counsel has reviewed this agreement, Patrick or Lauren feel free if you need to add anything, or any comments on that.

Mr. Collins: No, nothing to add, we did review the agreement, and the agreement actually was initially with GMS and so it's familiar to us and as Jeremy described, it's simply just a transition of services from GMS – South Florida, to GMS – Central Florida and all services are remaining, most of them, 99.9% the same.

Mr. LeBrun: Any questions from the Board, if not, just a motion to approve.

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

FIFTH ORDER OF BUSINESS

Discussion of Proposals:

A. Key FOB Addition with Strada

Mr. LeBrun: That brings us to item No. 5, discussion of proposals, we have 5A which is the key FOB addition with Strada, and Nicole can introduce that item.

Ms. Corbin: So, yes, it was just what I mentioned last time, to get a proposal for adding key FOB access to the door that leads to the playground from the opposite end and the restroom area, and to the side gate to the pool, just so the residents can get in from those doors, I've had multiple residents ask me about it, so for that it's \$4,880 for them to add everything in, so I just need your approval for that.

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

B. Landscape Maintenance Proposals Summary

- 1) BrightView Landscape Services**
- 2) Top Notch**
- 3) Robertson's**

Mr. LeBrun: Alright, so under item No. 5B, this is our landscape maintenance proposals summary. As the Board remembers, staff was asked to gather some additional quotes for landscape maintenance, there was a discussion at the last meeting, and then this meeting Nicole brought back some data from the different quotes she's received. There's a breakdown if you look at page 53 on your PDF, you'll see that.

Ms. Hinz Philippi: Jeremy?

Mr. LeBrun: Yes.

Ms. Hinz Philippi: I just need to chime in here a little bit, because we have residents in Willow Creek and we do not in Willow Creek II. When I put the agenda together, I put this discussion of the proposals on the Willow Creek I agenda, but you're going to see the same items on Willow Creek II for approval since our Willow Creek II now is making the payment for any field services or any proposals, or anything that's related to the clubhouse. So, I put it on this agenda basically because the residents wanted to listen to this and understand, and I don't want them to be having to wait until the end of Willow Creek II to understand what's going on and what is being approved, so the way I did it, I put this item for discussion on the Willow Creek I, and the approvals are going to be on Willow Creek II because if we approve it here then you're going to have to approve it there again, so you can discuss it, and then just ask for the approval on Willow Creek II since the money is coming from Willow Creek II.

Mr. LeBrun: Sure, no problem I didn't know that there was a cost share agreement. I didn't know if counsel may have input if they wanted both Boards to have some discussion and approval on it, or if it's just Willow Creek II? I'm happy to do either or.

Ms. Hinz Philippi: Yes, because with the interlocal what happens is Willow Creek II will be responsible for payments and then I think it's once a year, we do an invoice from one District to the other and they have the cost share.

Mr. LeBrun: Sure, and as long as counsel is ok, I don't mind doing it either way.

Ms. Hinz Philippi: Ok, and you can change that in the future if you think it's best for you guys to manage that but, that was my thought just because the residents want to hear what's going on and I didn't want them to wait until Willow Creek II since they don't need to be there.

Mr. LeBrun: Sure, no problem.

Mr. Collins: Yes, Jeremy, Andressa had that right. If the Board wants to discuss it and then make a recommendation, the formal approval vote can be taken during Willow Creek II.

Mr. LeBrun: Got it, I appreciate that.

Ms. Hinz Philippi: Thank you.

Mr. LeBrun: Ok, so we'll just go ahead and do that, so if the Board wants to discuss the proposals and then we'll do a formal vote during Willow Creek II and if there's Board consensus that will help once we get to Willow Creek II.

Ms. Corbin: Yes, so again, I told you guys we have everyone here from all three companies, so we have Top Notch, BrightView and Robertson's if you guys have any questions based on those proposals or anything I don't answer, feel free to let me know and we can ask them. A lot of it is pretty much similar, the main difference is with BrightView we have the 38 mowings for main areas, everything that most people see, and then 24 for behind the houses and the lake areas that aren't seen as much. The other two have 38 for everywhere, and then other than that, mulch is pretty similar with pricing. Annuals you get about the same number as well, Top Notch has more plants, 4 times which we could obviously if we wanted to look at going lower, other than that it's about the same but, if you guys have any particular questions, I can ask them. You have all the descriptions and summary on page 53 which goes over the pricing.

Ms. Hinz Philippi: Nicole, I have a question.

Ms. Corbin: Yes.

Ms. Hinz Philippi: For the three companies, do they provide a wet check? Do they provide a report for the landscaping and conditions? How does that work? I know that BrightView does that, but I don't know if the other two also provide this report monthly for our review?

Ms. Corbin: We talked about it. Top Notch does and you guys send something out, right?

Ms. Baker: Yes.

Ms. Corbin: All three of them send out.

Mr. White: Yes, I think that I noticed that in all of the proposals, they send out a status report.

Ms. Corbin: Yes, I think I noticed in all the proposals they send out a report, and then we did change it to have the irrigation checks every single month instead of the 8 a year, just to make sure we're keeping on top of things, since that's one of the bigger issues here.

Ms. Hinz Philippi: Ok, alright. Do you have like one person that is going to be the person of contact with you, or are they going to be changing the people that you deal with?

Ms. Corbin: I believe all three would have one person. Each one, they all have kind of the same thing now where I work with Victor and they would give me one person to contact.

Ms. Hinz Philippi: Ok, yes that's the best way because then the person knows what's going on.

Ms. Corbin: Yes.

Ms. Hinz Philippi: Ok, so you're talking to the Board about prices?

Ms. Corbin: Yes.

Ms. Hinz Philippi: So, we have three basically.

Mr. Myers: The comparison to the current company, is that what we're going off of with what these quotes are, like the current company is 38 cuts?

Ms. Corbin: No, the current company is, like 42 cuts, but then we're at less irrigation checks and I think less on some other stuff, let me see if I can pull it up.

Ms. Hinz Philippi: For Weber we never included the mulch, and the last time we did the mulch it was like \$22,000.

Ms. Corbin: So, Weber, the \$164,000 on the site is purely just service, like it doesn't include the mulch or annuals or anything.

Mr. Myers: Got it.

Ms. Corbin: So, it's just comparison, like the top number.

Mr. Myers: Ok, so no mulch, no annuals.

Ms. Corbin: Correct, it's just comparison to the service number.

Mr. LeBrun: And just for the Board's awareness, there's approximately \$193,000 allocated for fiscal year 2026 for landscaping and mulch combined.

Mr. Myers: That's what the budget is for, ok.

Mr. LeBrun: Correct.

Mr. Myers: The concern that I have is there's just some slight discrepancies in regards to the mulch details for Robertson's. It's obviously 100 yards less and we're talking about once a year

instead of twice, like the other two, so that's going to drastically change that because we can't go once with the mulch, especially with us selling in here currently, it's going to have to be at least two times a year, potentially three, depending on how badly the mulch gets beat up.

Ms. Corbin: So, if we did it twice, we're looking at about the same cost as the other ones.

Mr. Myers: Ok.

Mr. Corbin: And the difference of the 200 to 300.

Mr. Myers: And I'm just concerned with the annuals. The numbers seem ok, three times rotation I think is fine. I'm just curious at the price per plant, like how that is considerably lower, so is that legit or is that going to change?

Ms. Corbin: I would let Krista see if she can help clarify.

Ms. Rivera: Or is it a typo?

Ms. Vaughan: So, we did put mulch twice a year, so you are getting mulch twice a year.

Ms. Corbin: Ok, I might have messed that up then.

Ms. Vaughan: Sorry about that.

Ms. Corbin: No, that's probably me.

Mr. White: So, is it the \$18,000? Or is it \$36,000?

Ms. Corbin: Yes, it is twice. Sorry, that was me, it's twice.

Mr. Myers: Ok.

Mr. White: So, is it \$18,000 for twice a year?

Mr. Myers: Hold on. I'll have to look at the breakdown.

Mr. Corbin: That would be on page 101.

Mr. Myers: So, mulch two times a year, up to 200 CY, and we may have to bump that up to 300, I mean I don't know what the actual accurate is.

Ms. Vaughan: And we can tweak that to twice a year or whichever you want, we can definitely work with you on that. And we do have really good relationships with suppliers for our flowers so, we can provide flowers for you guys that are really pretty for a lower cost. (inaudible comment)

Ms. Corbin: Yes, and like we were saying, with the mulch and annuals we've been doing them in separate proposals with Weber, as needed.

Mr. Myers: Right, as needed.

Ms. Hinz Philippi: But, if you have included mulch two times a year for that price, the first company that we have there, they included it, so it kind of is an advantage. You already have two seasons that you have the mulch and annuals that are included, three times, so it's a pretty good price.

Ms. Corbin: Yes, basically they set it at the monthly price, and then I work it out with like what the mulch and the annuals were to get the service price for the summary chart but, yes, it's all included in the monthly cost, so we're kind of essentially prepaying for it.

Ms. Hinz Philippi: Yes, and where is BrightView's, how close are the three companies from the District? Do they have a local office that comes to service? How close are they to the District?

Ms. Vaughan: Our main office is actually in Cocoa and we service all over Titusville.
(inaudible comment)

Mr. Srein: We're in Melbourne, we're two seconds off of I-95.

Ms. Corbin: So basically, not far, 30 minutes or less from the District.

Ms. Hinz Philippi: Ok, that's what I think is the best way to go, so that's good, and everything looks good, they are good companies. I think the decision here would be the price now. I'll leave it to the Board, but I know, I have worked with BrightView. Top Notch, I know they're recommended, and Robertson's I don't them particularly, but their proposal sounds good, so it's up to the Board.

Mr. Myers: What was the budget amount again?

Mr. LeBrun: Approximately \$194,000 if you add in landscaping and mulch.

Mr. Myers: Ok.

Ms. Hinz Philippi: So, I wouldn't go for like the most expensive because you want to have some money if you need it.

Mr. Myers: Correct, and that was my concern with the potential discrepancy but it sounds like it's a typo so we are twice a year with mulch details, and personally, just looking at it, I would say Robertson's is my choice.

Ms. Rivera: Can you say why, instead of going with price?

Ms. Myers: Well, looking at price, it's within the budget, they're delivering the same deliverables as the other two companies. Again, looking at plant turnover, cost of plants, all of those things, if that has to happen additionally, comparative, just because we're currently selling, I would want access to cheaper plants, plain and simple, as well as, it's 38 full cuts behind houses,

lakes, everything, comparative to the 24 cuts, and residents are going to complain about this. They're going to want to cut the same time, every time as these because then if that happens, someone is going to call us, particularly you or I, and say, hey they were here, they forgot this, they didn't do this, they missed this, and then we're going to have to make a phone call, and then they're going to say, ok we'll get out there, we'll do it. I'd rather just have it done all at once.

Mr. White: Right.

Ms. Corbin: I know we talked about it when we did the drive, the possibility of doing less behind houses.

Mr. Rivera: Because of the erosion?

Ms. Corbin: That but also the not as visible type of thing and not growing as much, but I do get where you're going. Thinking about it now, if residents don't know you're on a different schedule, they may not be happy about it.

Mr. Myers: Right, and no matter how many times you tell them, communications slip through the cracks, people forget whatever that may be, and I think that's going to be it, at least in my opinion.

Mr. White: I make a motion.

Mr. LeBrun: Well, as counsel recommended, we just kind of discuss this one, and Willow Creek II will have the actual motion.

Mr. White: Ok.

Ms. Corbin: Yes.

Mr. Myers: Ok, moving on to staff reports then.

SIXTH ORDER OF BUSINESS

Staff Reports

Mr. LeBrun: Moving on to District counsel.

A. Attorney

Mr. Collins: Nothing additional to report from our end, but happy to answer any questions.

Mr. LeBrun: Any questions for counsel?

B. Engineer

Mr. LeBrun: Next item, District engineer.

Mr. Honeycutt: I don't have anything to report.

Mr. LeBrun: Any questions for the engineer?

C. Field Manager - Monthly Report

Mr. LeBrun: Moving down to our field manager.

Ms. Corbin: So, not a huge amount happened, just regular service. We started the erosion project that we approved last time, that's still in progress. They installed the straw and the cord grass and they'll be adding fill dirt in the next week or two to level the slope back out and the grading. We pressure washed the retaining wall between the clubhouse pool and the pond that Jeff asked for and then we had irrigation issues, we're working on those. We replaced a couple of things, working on the timing issue seems to be the biggest thing right now, hoping that's fixed after today maybe but, we're working on it and keeping on top of it. Ponds were treated by Solitude as usual, there's the report log if you guys want. Then the clubhouse, we installed the cameras that were approved last time and then hung the rack for the pool table accessories, and then we added the cleaning supplies, like paper towel racks, the soap, broom/dustpan for in here if people need them. Installed the covers over the thermostats just so they can't randomly change the temperature but, I can change them if needed. We added maps for the bathrooms coming in from the pool just so it's not super slippery, we finally got mirrors in the bathrooms, giant mirrors, so those were finally installed. We got trash cans from the city so we can do trash ourselves now instead of the cleaning crew having to take it. Still distributing key FOBs but a lot of them honestly have them, it's mainly new closings that are coming in now. At the last meeting we approved for the playground to get the benches and Steve McConn said he was going to be working on that, so I just wanted to touch base on that. Then I wanted to see about adding, if you guys were good if I looked at adding a trash can for out there for resident's use.

Mr. Myers: I know we had a discussion on that at the last meeting, what kind of trash can, and who's going to handle taking it out?

Ms. Corbin: Taking it out would just be the cleaning crew, she empties all the trash, so it would be the same thing as the rest of the trash.

Mr. Myers: So, it would be incorporated with whatever?

Ms. Corbin: Yes, and it would be added on with any of the other trash, and would be done all at the same time, so worse case, I could empty it if needed if it was full on a day that she's not here.

Mr. Myers: And this would be next to the playground?

Ms. Corbin: Yes.

Mr. Myers: Ok.

Ms. Corbin: I was thinking like the sidewalk going between the playground and the pickleball court so that way they can kind of both use it if needed.

Mr. Myers: Ok.

Mr. LeBrun: Since that's part of the amenities, I guess we'll have to get Willow Creek II to approve that.

Ms. Corbin: Yes.

Mr. Myers: That's fine.

Ms. Corbin: Then pressure washing of the common areas, I know Ed of course has asked me if it's a line item in the budget for pressure washing. I've noticed in the clubhouse area the drain spouts for going into the pool areas is kind of nasty so we're looking at that, and then the other things like the walking path and all that as needed.

Mr. Myers: Is it defined as a certain timeframe for pressure washing in the budget? Is it two times a year we would look at spraying?

Mr. LeBrun: Typically, it's once per year, like your normal maintenance type of pressure washing, some high traffic areas you might want to do extra.

Mr. Myers: Ok.

Mr. LeBrun: I can look and see what the current budget is for this year.

Mr. Myers: So, for that I would say we would probably just want to get a quote.

Ms. Corbin: Yes, I wanted to make sure you guys you wanted me to get a quote, and then I'll bring it for the next meeting and go from there where I can send it over.

Mr. Myers: Yes, that's fine.

Mr. LeBrun: It looks like there's \$5,000 allocated for that.

Mr. Myers: So, if we could find something that would be \$2,500 a pop, for two times a year.

Ms. Corbin: Yes, I'll look at that.

Mr. Myers: I just want to make sure we get the most bang for our buck.

Ms. Corbin: Ok, then the last part is, I cc'd you on an email to Anthony for the stuff in the clubhouse that still needs to be done, and I haven't heard back from him.

Mr. Myers: Ok, he was out last week, as was I.

Ms. Corbin: Ok, and I think I sent that last week.

Mr. Myers: So, I'll follow up with him.

Ms. Corbin: Ok.

Ms. Rivera: Did you get additional erosion areas reported?

Ms. Corbin: Not since you talked to me but, I already talked with Jeremy about it. I'm making the list for the next one once we figure out what we're doing with the landscaping and I'll work with them and get the plan going for the next round.

Ms. Rivera: Ok, how about cutting the trees behind the houses?

Ms. Corbin: So, I know a while ago we did approve the proposal for the tree cutting for like \$12,125, and I know we had talked about exactly where to put in the 5 new trees, so I have a new proposal from Weber for that. It's like \$15,300 or something like that.

Mr. Myers: On top of the \$12,000?

Ms. Corbin: No, so instead of the \$12,000 is now like \$3,000 additional.

Mr. Myers: Ok, and that's just for the replacement area?

Ms. Corbin: Yes, it's just for the replacements. We did have to switch to trimming a couple of the trees.

Mr. Myers: Right, the municipality didn't want us to fully cut them down.

Ms. Corbin: Yes, so we do have the permit from the city to go ahead, so I just need Board approval and then Victor will schedule someone for it.

Mr. Myers: Ok, can we make a motion to approve this today, so that way they can get moving?

Mr. LeBrun: Is that covering the area that's within Willow Creek I?

Mr. Myers: Yes, it's in Village B, so it's within Willow Creek I.

Mr. LeBrun: Ok.

Mr. Myers: And then the walking path over here.

Ms. Corbin: Yes.

Mr. Myers: So, it is in Willow Creek I.

Mr. LeBrun: Ok, and if they're planting new trees, if Willow Creek II decides to go with a new landscape vendor, the new vendor may install the trees and give you a warranty.

Ms. Corbin: Well, would warranties transfer from Willow Creek I to Willow Creek II?

Mr. LeBrun: I don't know, if you're going to go with a new landscape vendor, if they put it in you might have a little more clarity if something goes wrong.

Mr. Myers: So, typically whichever decision we make, they're going to do an assessment and then at that point, say yes or no, and then we would have them take over, if there is a warranty.

Mr. LeBrun: Sure, I've seen that before.

Mr. Myers: But we'll cross that line when it gets here.

Mr. LeBrun: Do you want to push forward with the motion?

Mr. Myers: Yes, let's make a motion to approve the updated Weber tree trimming and tree planting invoice.

On MOTION by Mr. Myers seconded by Mr. White with all in favor, accepting the updated invoice from Weber for tree trimming and tree planting was approved.

Mr. LeBrun: Anything else?

Ms. Corbin: No, that was it for me.

D. Manager

1) Number of Registered Voters in the District – 413

2) Discussion of Financial Disclosure Report from the Commission on Ethics and Reminder to File Annual Form

Mr. LeBrun: Next item is the District manager, I just have a couple of quick items under this. Each year we're required to announce the number of registered voters within the District, so as of April 15, 2025, there's 413 registered voters within Willow Creek, so I just wanted to formally announce that. We also have, under item 6D-2, is the discussion of the financial disclosure report and a reminder to file the annual Form 1, and counsel feel free to add anything else that you see fit. Just a reminder now, Board members are required to file those annual forms, Form 1 and the financial disclosure by July 1st. They're all online now so if you had a paper one in the past, you should have jumped over to the new online version. I'll make sure I send the Board that email if you have any questions about the ethics form or Form 1 or getting registered, or you forgot your password.

Mr. Myers: Yes, would you be able to send us all a link to any of this?

Mr. LeBrun: Yes.

Mr. Myers: Ok, perfect.

Mr. LeBrun: So, I'll make a note to recirculate that, those Form 1 instructions and there's even a video that shows you what to do if you lost your password and you can do all that. Patrick or Lauren, anything to add on the disclosure forms or Form 1?

Mr. Collins: Nothing additional to add, the only thing I would note is for Ms. Rivera, she won't be required to file that until next July 1st since she is a post March appointee but, besides that, the other Board members would need to file for that process, so nothing else from us on that.

Mr. LeBrun: Great, thank you Patrick.

SEVENTH ORDER OF BUSINESS

Financial Reports

A. Approval of Invoices

B. Acceptance of Unaudited Financials

Mr. LeBrun: Item No. 7 are the financial reports, on page 119 you'll see we have the approval of the invoices. So from your check register you have check 706 through 723, and check 724 through 729, and the total there is \$75,124.40, and behind that you have your line-by-line register that shows all those expenses. I'd be happy to take any questions on that, if not, I just need a motion to approve those invoices.

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

Mr. LeBrun: Behind that we have your unaudited financials, this is through March 31, 2025. So, you'll just see the general status of each of the funds and then the actual expenses through March 31, 2025. I'd be happy to take any questions on any of that, if not, I just need a motion to accept those unaudited financials.

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

EIGHTH ORDER OF BUSINESS

**Supervisors Requests and
Audience Comments**

Mr. LeBrun: At this time we'll go to audience comments, if any members of the audience have a comment, we just ask you to state your name for the record, and you have 3 minutes.

Mr. Doyal: I'm Rod Doyal I live at 1631 Pecorino Court, and I just have a question about the landscaping fill behind houses. Are they going to put the dirt over the top of that cord grass?

Ms. Corbin: It's not going over the top of it, they're going to fill it around it but, you still have the cord grass. That's how I understood it but, I'll check with them today and verify that but, basically it's going to be installed to bring you that slope back again.

Mr. Doyal: Ok, thank you.

Ms. Corbin: And I think it will be covered some but, not fully because you want to have it established and have the dirt around it to let the cord grass settle in.

Mr. Doyal: Ok. (inaudible comment) because the side of the fence is sloping even more now due to the rain.

Ms. Corbin: Yes, I think they were waiting to see because the cord grass needs to root a little bit and then they'll put the dirt in. How he was explaining to me was if they had put the dirt in and then it rained immediately, it would have all washed out.

Mr. Doyal: Yes, (inaudible comment) and there was heavy rain.

Mr. Corbin: Hopefully now they'll come back in and add the fill dirt.

Mr. Doyal: Ok, the concrete base is open, I mean there's no dirt on it, and it's sloping even more. (inaudible comment)

Ms. Corbin: Yes, we were talking about it the other day, he's working on it.

Mr. Doyal: Because when the mower went down the side he was holding onto the fence to keep from tipping the mower over and it kind of pulled the fence down with it.

Ms. Corbin: Right, he's working on getting that fixed.

Mr. Doyal: Ok, that's the only question I had.

Mr. LeBrun: Are there any other questions or comments? Any Supervisor's requests?

NINTH ORDER OF BUSINESS

Adjournment

Mr. LeBrun: Not hearing any, we just need a motion to adjourn.

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

Secretary /Assistant Secretary

Chairman / Vice Chairman

SECTION 5

SECTION A

RESOLUTION 2025-10

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

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

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Willow Creek Community Development District for the Fiscal Year Ending September 30, 2026.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

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

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND (SERIES 2022)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

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

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

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

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

PASSED AND ADOPTED THIS 12th DAY OF AUGUST, 2025.

ATTEST:

**WILLOW CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget for Fiscal Year 2026

Exhibit A

Willow Creek
Community Development District

Approved Proposed Budget
FY 2026



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9	<u>Assessment Schedule</u>

Willow Creek
Community Development District
Approved Proposed Budget
General Fund

Description	Adopted Budget FY2025	Actuals Thru 6/30/25	Projected Next 3 Months	Projected Thru 9/30/25	Approved Proposed Budget FY 2026
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REVENUES:

Special Assessments - On Roll	\$ 274,104	\$ 275,143	\$ -	\$ 275,143	\$ 274,104
Special Assessments - Direct	42,177	42,177	-	42,177	-
Developer Contribution	388,137	-	29,578	29,578	26,446
Developer Contribution Shared Cost WC	-	44,423	26,762	71,184	-
Interest income	5,000	1,496	-	1,496	-
Carry Forward Surplus	-	-	-	-	-

TOTAL REVENUES	\$ 709,418	\$ 363,238	\$ 56,340	\$ 419,578	\$ 300,550
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EXPENDITURES:

Administrative

Engineering	\$ 10,000	\$ 9,842	\$ 3,000	\$ 12,842	\$ 10,000
Attorney	30,000	40,594	6,000	46,594	30,000
Annual Audit	3,500	5,000	-	5,000	5,100
Assessment Administration	2,000	2,000	-	2,000	2,000
Dissemination Agent	2,675	2,006	669	2,675	2,675
Trustee Fees	5,000	-	5,000	5,000	5,000
Management Fees	41,659	31,244	10,415	41,659	41,659
Property Appraiser	150	249	-	249	150
Information Technology	1,000	750	250	1,000	1,000
Website Maintenance	1,605	1,204	401	1,605	1,605
Postage & Delivery	800	42	20	62	800
Insurance General Liability	7,877	7,448	-	7,448	8,879
Printing & Binding	500	117	20	137	500
Legal Advertising	1,000	1,212	-	1,212	1,000
Other Current Charges	898	457	240	697	898
Office Supplies	100	628	50	678	100
Dues, Licenses & Subscriptions	175	175	-	175	175

TOTAL ADMINISTRATIVE	\$ 108,939	\$ 102,969	\$ 26,065	\$ 129,034	\$ 111,541
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Operations & Maintenance

Field Expenditures

Field Management	\$ 13,217	\$ 5,507	\$ -	\$ 5,507	\$ -
Utilities - Electric	4,800	16,106	6,000	22,106	25,020
Utilities - Streetlights	12,000	14,009	4,683	18,692	19,200
Utilities - Water & Sewer	1,200	2,734	600	3,334	5,736
Irrigation Maintenance	4,800	-	-	-	-
Landscape Maintenance	110,000	68,068	-	68,068	-
Mulch	40,000	-	-	-	-
Pest Control	1,000	-	-	-	-
Lake Maintenance	22,200	6,675	-	6,675	-
Wetlands/Preserves	5,000	-	-	-	-
Pressure Washing	5,000	-	-	-	-
Contingency	10,000	3,500	-	3,500	-
Interlocal-Governmental Expense **	-	17,796	6,033	23,829	66,085

TOTAL FIELD EXPENDITURES	\$ 229,217	\$ 134,395	\$ 17,316	\$ 151,711	\$ 116,041
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Willow Creek
Community Development District
Approved Proposed Budget
General Fund

Description	Adopted Budget FY2025	Actuals Thru 6/30/25	Projected Next 3 Months	Projected Thru 9/30/25	Approved Proposed Budget FY 2026
<u>Amenity *</u>					
Management Fees	\$ 82,211	\$ 34,255	\$ -	\$ 34,255	\$ -
Access Control	2,867	86	-	86	-
Alarm Monitoring	1,638	-	-	-	-
Utility - Electric	27,847	8,067	-	8,067	-
Utility - Water & Sewer	20,066	2,079	-	2,079	-
Cable/Internet Services	3,686	956	-	956	-
Telephone	3,522	-	-	-	-
Property Insurance	19,636	13,760	-	13,760	-
Landscape Maintenance	26,823	12,240	-	12,240	-
Landscape Replacement	4,095	-	-	-	-
Pest Control	819	-	-	-	-
Pool & Spa Maintenance	34,399	8,575	-	8,575	-
Repairs and Maintenance	10,000	-	-	-	-
Janitorial Maintenance	45,000	8,575	-	8,575	-
Janitorial Supplies	2,252	-	-	-	-
Office Equipment Maintenance	2,662	-	-	-	-
Office Supplies/Clubhouse Supplies	4,000	-	-	-	-
Air Conditioning Maintenance	2,293	-	-	-	-
Fitness Equipment Lease	-	-	-	-	-
Fitness Equipment Maintenance	6,143	-	-	-	-
Window Cleaning/Pressure Cleaning	5,324	-	-	-	-
Porter Service	4,423	-	-	-	-
Trash Collection	819	-	-	-	-
Special Events	10,000	-	-	-	-
Holiday Lighting	18,682	-	-	-	-
Contingency	19,399	-	-	-	-
Capital Reserve	12,655	2,885	-	2,885	-
Capital Outlay	-	-	-	-	-
Interlocal-Governmental Expense **	-	26,627	20,729	47,355	72,969
TOTAL AMENITY *	\$ 371,261	\$ 118,105	\$ 20,729	\$ 138,833	\$ 72,969
TOTAL EXPENDITURES	\$ 709,418	\$ 355,468	\$ 64,110	\$ 419,578	\$ 300,550
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 7,770	\$ (7,770)	\$ -	\$ -

*Amenity as transferred in February to Willow Creek II CDD.

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

Gross Assessments	\$ 291,600
Less Collection Fees & Discounts (6%)	17,496
Net Assessments	\$ 274,104

Product	Assessable Units	Total Gross Assessment	FY25 Gross Per Unit	FY26 Gross Per Unit	Increase/ (Decrease)
Single Family-Phase 1	79	\$ 71,100.10	\$ 900.00	\$ 900.00	\$ -
Single Family-Village D	72	\$ 64,800.09	\$ 900.00	\$ 900.00	\$ -
Single Family-Village B	173	\$ 155,700.22	\$ 900.00	\$ 900.00	\$ -
Total	324	\$ 291,600			

Willow Creek

Community Development District

Proposed Budget

Exhibit A - Shared costs

Description	Projected Budget	Projected FY2025	Proposed Budget	Proposed Budget	Estimated Budget
	FY 2025 23.91%	Willow Creek II CDD	FY 2026 23.91%	FY2026 Willow Creek II CDD	at Buildout
Special Assessments - On Roll	\$ -	\$ -	\$ -	\$ -	\$ 274,104
Special Assessments - Direct	-	-	-	-	-
Developer Contribution	-	-	-	-	765,175
Interlocal-Governmental Revenue	-	71,184	-	139,053	-
Carry Forward Surplus	-	-	-	-	-
TOTAL REVENUES	\$ -	\$ 71,184	\$ -	\$ 139,053	\$ 1,039,279
<u>Administrative</u>					
Supervisor Fees	\$ -		\$ -		\$ -
FICA Taxes	-		-		-
Engineering	-		-		10,000
Attorney	-		-		30,000
Annual Audit	-		-		4,900
Assessment Administration	-		-		2,000
Arbitrage Rebate	-		-		550
Dissemination Agent	-		-		2,675
Trustee Fees	-		-		5,000
Management Fees	-		-		38,934
Property Appraiser	-		-		150
Information Technology	-		-		1,000
Website Maintenance	-		-		1,605
Postage & Delivery	-		-		1,200
Insurance General Liability	-		-		7,575
Printing & Binding	-		-		500
Legal Advertising	-		-		1,000
Other Current Charges	-		-		1,220
Office Supplies	-		-		100
Dues, Licenses & Subscriptions	-		-		175
TOTAL ADMINISTRATIVE	\$ -		\$ -	\$ -	\$ 108,584
<u>Operations & Maintenance</u>					
<u>Field Expenditures</u>					
Field Management	\$ 1,843	\$ 7,707	\$ 3,159	\$ 13,212	\$ 27,682
Utilities - Electric	-	-	-	-	4,800
Utilities - Streetlights	-	-	-	-	80,000
Utilities - Water & Sewer	-	-	-	-	1,200
Irrigation Maintenance	246	1,031	1,148	4,800	4,800
Landscape Maintenance	18,015	75,342	42,165	176,340	180,000
Mulch	149	625	10,760	45,000	-
Pest Control	145	605	239	1,000	1,000
Lake Maintenance	2,235	9,345	3,831	16,020	22,000
Wetlands/Preserves	-	-	1,196	5,000	30,000
Pressure Washing	1,196	5,000	1,196	5,000	10,000
Contingency	-	-	2,391	10,000	105,000
TOTAL FIELD EXPENDITURES	\$ 23,829	\$ 99,655	\$ 66,085	\$ 276,372	\$ 466,482

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

Description	Projected Budget	Projected FY2025	Proposed Budget	Proposed Budget	Estimated Budget
	FY 2025	Willow Creek II CDD	FY 2026	FY2026	at Buildout
	23.91%		23.91%		
<u>Amenity</u>					
Management Fees	\$ 11,467	\$ 47,956	\$ 19,655	\$ 82,200	\$ 100,000
Access Control	144	602	686	2,867	2,867
Alarm Monitoring	98	410	244	1,020	1,638
Pool Monitoring	60	250	244	1,020	12,831
Utility - Electric	3,481	14,556	5,452	22,800	27,847
Utility - Water & Sewer	1,907	7,975	1,722	7,200	20,066
Cable/Internet Services	313	1,307	531	2,220	3,686
Telephone	-	-	-	-	3,522
Property Insurance	-	-	3,553	14,861	19,636
Landscape Maintenance	2,184	9,135	3,745	15,660	26,823
Landscape Replacement	-	-	979	4,095	4,095
Pest Control	93	390	187	780	819
Pool & Spa Maintenance	3,348	14,000	5,739	24,000	34,399
Repairs and Maintenance	1,196	5,000	7,050	29,485	29,485
Janitorial Maintenance	3,957	16,550	6,743	28,200	50,000
Janitorial Supplies	135	563	538	2,252	2,252
Office Equipment Maintenance	159	666	637	2,662	2,662
Office Supplies/Clubhouse Supplies	268	1,123	956	4,000	6,962
Air Conditioning Maintenance	120	500	550	2,300	2,293
Fitness Equipment Lease	-	-	-	-	6,143
Fitness Equipment Maintenance	368	1,538	1,273	5,324	5,324
Window Cleaning/Pressure Cleaning	1,273	5,325	1,273	5,325	4,423
Porter Service	263	1,100	1,052	4,400	819
Trash Collection	48	200	191	800	12,285
Special Events	2,391	10,000	4,467	18,682	18,682
Holiday Lighting	3,111	13,010	3,111	13,010	40,000
Contingency	-	-	-	-	12,655
Capital Outlay	10,973	45,890	2,391	10,000	12,000
Capital Reserve	-	-	-	-	-
TOTAL AMENITY	\$ 47,355	\$ 198,045	\$ 72,969	\$ 305,163	\$ 464,214
TOTAL EXPENDITURES	\$ 71,184	\$ 297,700	\$ 139,053	\$ 581,535	\$ 1,039,279

Willow Creek
Community Development District
Budget Narrative
FY 2026

REVENUES

Special Assessments-Tax Roll

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Direct

The District is levying platted lots direct to builder to fund general operating expenditures for the Fiscal Year.

Developer Contribution

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

Interest

The District earns interest on the monthly average collected balance for each of their investment accounts.

Expenditures - Administrative

Engineering

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

Attorney

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

Annual Audit

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

Dissemination Agent

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

Trustee Fees

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

Management Fees

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

Property Appraiser

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

Website Maintenance

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

Communication - Telephone

New internet and Wi-Fi service for Office.

Postage and Delivery

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

Willow Creek
Community Development District
Budget Narrative
FY 2026

Expenditures - Administrative (continued)

Insurance General Liability

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

Printing and Binding

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

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

Due, Licenses & Subscriptions

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

Expenditures - Field

Utilities - Electric

FPL provides electricity to entrance and lift station.

Location	Vendor	Monthly	Total
1101 Willow Creek Blvd - Entrance	FPL	35	420
7705 Fortana Way - Lift Station	FPL	60	720
1135 Willow Creek Blvd Pump Foun	FPL	700	8,400
8059 Cortese DR #LS	FPL	90	1,080
1401 Willow Creek Blvd - Fountain	FPL	600	7,200
7893 Turchetta Ct - Mter #3048690	FPL	600	7,200
		Total	25,020

Utilities - Streetlights

FPL streetlight meters throughout the district.

Location	Vendor	Monthly	Total
1125 Willow Creek Blve SL	FPL	1,600	19,200

Utilities - Water & Sewer

City of Titusville provides water and sewer service to the district.

Location	Vendor	Monthly	Total
7705 Fortana Way LS	City of Titusville	13	156
1135 Willow Creek Blvd	City of Titusville	65	780
8516 Cortese Dr	City of Titusville	200	2,400
8556 Cortese Dr	City of Titusville	200	2,400
		Total	5,736

Interlocal-Governmental Expense

Field expenditures paid by Willow Creek II CDD shared 23.91% per Interlocal & Cost Share Agreement.

Expenditures - Amenity

Interlocal-Governmental Expense

Amenity expenditures paid by Willow Creek II CDD shared 23.91% per Interlocal & Cost Share Agreement.

Willow Creek
Community Development District
Approved Proposed Budget
Debt Service Series 2022 Capital Improvement Bonds

Description	Adopted Budget FY2025	Actuals Thru 6/30/25	Projected Next 3 Months	Projected Thru 9/30/25	Approved Proposed Budget FY 2026
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REVENUES:

Special Assessments-On Roll	\$ 175,667	\$ 175,217	\$ -	\$ 175,217	\$ 174,947
Interest Earnings	3,500	6,450	2,000	8,450	3,500
Carry Forward Surplus ⁽¹⁾	86,658	86,918	-	86,918	97,423

TOTAL REVENUES	\$ 265,825	\$ 268,585	\$ 2,000	\$ 270,585	\$ 275,869
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EXPENDITURES:

Interest - 11/01	\$ 66,581	\$ 66,581	\$ -	\$ 66,581	\$ 65,641
Interest - 05/01	66,581	66,581	-	66,581	65,641
Principal - 05/01	40,000	40,000	-	40,000	40,000

TOTAL EXPENDITURES	\$ 173,163	\$ 173,163	\$ -	\$ 173,163	\$ 171,283
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TOTAL EXPENDITURES	\$ 173,163	\$ 173,163	\$ -	\$ 173,163	\$ 171,283
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EXCESS REVENUES (EXPENDITURES)	\$ 92,662	\$ 95,423	\$ 2,000	\$ 97,423	\$ 104,587
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⁽¹⁾ Carry Forward is Net of Reserve Requirement

Interest Due 11/1/26 \$ 64,701

Gross Assessments	\$ 186,114
Less Collection Fees & Discounts (6%)	11,167
Net Assessments	\$ 174,947

Product	Assessable Units	Total Gross Assessment	FY25 Gross Per Unit	FY26 Gross Per Unit	Increase/ (Decrease)
Single Family-Village D	71	\$ 54,378.90	\$ 765.90	\$ 765.90	\$ -
Single Family-Village B	172	\$ 131,734.80	\$ 765.90	\$ 765.90	\$ -
Total	243	\$ 186,114			

Willow Creek
Community Development District
AMORTIZATION SCHEDULE
Debt Service Series 2022 Capital Improvement Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
05/31/22	\$ 2,575,000	4.700%	\$ -	\$ -	\$ -
11/01/22	2,575,000	4.700%	-	57,789	57,789
05/01/23	2,575,000	4.700%	35,000	68,888	
11/01/23	2,540,000	4.700%	10,000	68,065	181,953
05/01/24	2,530,000	4.700%	50,000	67,793	-
11/01/24	2,480,000	4.700%	-	66,581	184,374
05/01/25	2,480,000	4.700%	40,000	66,581	
11/01/25	2,440,000	4.700%	-	65,641	172,223
05/01/26	2,440,000	4.700%	40,000	65,641	
11/01/26	2,400,000	4.700%	-	64,701	170,343
05/01/27	2,400,000	4.700%	45,000	64,701	
11/01/27	2,355,000	4.700%	-	63,644	173,345
05/01/28	2,355,000	5.000%	45,000	63,644	
11/01/28	2,310,000	5.000%	-	62,519	171,163
05/01/29	2,310,000	5.000%	50,000	62,519	
11/01/29	2,260,000	5.000%	-	61,269	173,788
05/01/30	2,260,000	5.000%	50,000	61,269	
11/01/30	2,210,000	5.000%	-	60,019	171,288
05/01/31	2,210,000	5.000%	55,000	60,019	
11/01/31	2,155,000	5.000%	-	58,644	173,663
05/01/32	2,155,000	5.000%	55,000	58,644	
11/01/32	2,100,000	5.000%	-	57,269	170,913
05/01/33	2,100,000	5.375%	60,000	57,269	
11/01/33	2,040,000	5.375%	-	55,656	172,925
05/01/34	2,040,000	5.375%	65,000	55,656	
11/01/34	1,975,000	5.375%	-	53,909	174,566
05/01/35	1,975,000	5.375%	65,000	53,909	
11/01/35	1,910,000	5.375%	-	52,163	171,072
05/01/36	1,910,000	5.375%	70,000	52,163	
11/01/36	1,840,000	5.375%	-	50,281	172,444
05/01/37	1,840,000	5.375%	75,000	50,281	
11/01/37	1,765,000	5.375%	-	48,266	173,547
05/01/38	1,765,000	5.375%	80,000	48,266	
11/01/38	1,685,000	5.375%	-	46,116	174,381
05/01/39	1,685,000	5.375%	85,000	46,116	
11/01/39	1,600,000	5.375%	-	43,831	174,947
05/01/40	1,600,000	5.375%	85,000	43,831	
11/01/40	1,515,000	5.375%	-	41,547	170,378
05/01/41	1,515,000	5.375%	90,000	41,547	
11/01/41	1,425,000	5.375%	-	39,128	170,675
05/01/42	1,425,000	5.375%	95,000	39,128	
11/01/42	1,330,000	5.375%	-	36,575	170,703
05/01/43	1,330,000	5.500%	100,000	36,575	
11/01/43	1,230,000	5.500%	-	33,825	170,400
05/01/44	1,230,000	5.500%	110,000	33,825	
11/01/44	1,120,000	5.500%	-	30,800	174,625
05/01/45	1,120,000	5.500%	115,000	30,800	
11/01/45	1,005,000	5.500%	-	27,638	173,438
05/01/46	1,005,000	5.500%	120,000	27,638	
11/01/46	885,000	5.500%	-	24,338	171,975
05/01/47	885,000	5.500%	130,000	24,338	
11/01/47	755,000	5.500%	-	20,763	175,100
05/01/48	755,000	5.500%	135,000	20,763	
11/01/48	620,000	5.500%	-	17,050	172,813
05/01/49	620,000	5.500%	140,000	17,050	
11/01/49	480,000	5.500%	-	13,200	170,250
05/01/50	480,000	5.500%	150,000	13,200	
11/01/50	330,000	5.500%	-	9,075	172,275
05/01/51	330,000	5.500%	160,000	9,075	
11/01/51	170,000	5.500%	-	4,675	173,750
05/01/52	170,000	5.500%	170,000	4,675	174,675
TOTAL			\$ 2,575,000	\$ 2,680,776	\$ 5,255,776

Willow Creek
Community Development District
Non-Ad Valorem Assessments Comparison
2025-2026

Neighborhood	O&M Units	Bonds 2022 Units	Annual Maintenance Assessments			Annual Debt Assessments			Total Assessed Per Unit		
			FY 2026	FY2025	Increase/ (decrease)	FY 2026	FY2025	Increase/ (decrease)	FY 2026	FY2025	Increase/ (decrease)
On Roll											
Single Family-Phase 1	79	0	\$900.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$900.00	\$0.00
Single Family-Village D	72	71	\$900.00	\$900.00	\$0.00	\$765.90	\$765.90	\$0.00	\$1,665.90	\$1,665.90	\$0.00
Single Family-Village B	173	172	\$900.00	\$900.00	\$0.00	\$765.90	\$765.90	\$0.00	\$1,665.90	\$1,665.90	\$0.00
Total	324	243									

SECTION B

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Willow Creek Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Brevard County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026**”), attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2026; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such

special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Willow Creek Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit B** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits A and B**, is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits A and B**. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 12th DAY OF AUGUST 2025.

ATTEST:

**WILLOW CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget for Fiscal Year 2026

Exhibit B: Assessment Roll

Exhibit B

ParcelID	O&M on Tax Roll	Debt on Tax Roll	O&M Direct Billed	Debt Direct Billed	Description
23 3510-50-*-1	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 1
23 3510-50-*-2	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 2
23 3510-50-*-3	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 3
23 3510-50-*-4	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 4
23 3510-50-*-5	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 5
23 3510-50-*-6	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 6
23 3510-50-*-7	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 7
23 3510-50-*-8	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 8
23 3510-50-*-9	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 9
23 3510-50-*-10	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 10
23 3510-50-*-11	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 11
23 3510-50-*-12	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 12
23 3510-50-*-13	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 13
23 3510-50-*-14	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 14
23 3510-50-*-15	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 15
23 3510-50-*-16	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 16
23 3510-50-*-17	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 17
23 3510-50-*-18	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 18
23 3510-50-*-19	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 19
23 3510-50-*-20	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 20
23 3510-50-*-21	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 21
23 3510-50-*-22	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 22
23 3510-50-*-32	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 32
23 3510-50-*-33	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 33
23 3510-50-*-34	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 34
23 3510-50-*-35	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 35
23 3510-50-*-36	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 36
23 3510-50-*-37	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 37
23 3510-50-*-38	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 38
23 3510-50-*-39	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 39
23 3510-50-*-40	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 40
23 3510-50-*-41	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 41
23 3510-50-*-42	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 42
23 3510-50-*-43	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 43
23 3510-50-*-44	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 44
23 3510-50-*-45	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 45
23 3510-50-*-46	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 46
23 3510-50-*-47	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 47
23 3510-50-*-48	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 48
23 3510-50-*-49	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 49
23 3510-50-*-50	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 50
23 3510-50-*-53	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 53
23 3510-50-*-54	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 54
23 3510-50-*-55	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 55
23 3510-50-*-56	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 56
23 3510-50-*-57	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 57
23 3510-50-*-58	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 58
23 3510-50-*-59	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 59
23 3510-50-*-60	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 60
23 3510-50-*-61	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 61
23 3510-50-*-62	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 62
23 3510-50-*-66	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 66
23 3510-50-*-67	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 67
23 3510-50-*-68	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 68
23 3510-50-*-73	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 73
23 3510-50-*-74	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 74
23 3510-50-*-75	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 75
23 3510-50-*-76	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 76
23 3510-50-*-77	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 77
23 3510-50-*-78	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 78
23 3510-50-*-79	\$ 900.00	\$ -	\$ -	\$ -	VERONA LOT 79
23 3510-51-*-23	\$ 900.00	\$ -	\$ -	\$ -	VERONA REPLAT OF OF TRACTS I, J, K AND \
23 3510-51-*-24	\$ 900.00	\$ -	\$ -	\$ -	VERONA REPLAT OF OF TRACTS I, J, K AND \
23 3510-51-*-25	\$ 900.00	\$ -	\$ -	\$ -	VERONA REPLAT OF OF TRACTS I, J, K AND \

[illegible]

[illegible]

[illegible]

SECTION C

WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026 BUDGET DEFICIT FUNDING AGREEMENT

THIS AGREEMENT (“Agreement”) is effective the 1st day of October 2025, and is entered by and between:

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

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

RECITALS

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

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

WHEREAS, the District has adopted its operations and maintenance (“O&M”) budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“Fiscal Year 2026” and the budget relating thereto, the “2026 O&M Budget”), which budget commenced on October 1, 2025, and concludes on September 30, 2026, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Developer is actively developing certain real property within the District and presently owns a portion of such real property identified in the District’s Fiscal Year 2026 Assessment Roll (“Assessment Roll”), appended to the attached **Exhibit A** and incorporated herein by reference, which real property is located entirely within the District and which real property will benefit from the timely construction and acquisition of the District’s facilities, activities and services and from the continued operations of the District (“Property”); and

WHEREAS, following the adoption of the 2026 O&M Budget, the District has the option of levying non-ad valorem assessments on all land within its boundaries that will benefit from the activities, operations and services set forth in such budget and at the full amount of the budget (hereinafter referred to as the “O&M Assessment(s)”), or utilizing such other revenue sources as may be available to it; and

WHEREAS, the District is not able to predict with absolute certainty the amount of monies necessary to fund the operations and services set forth in the 2026 O&M Budget and believes that the O&M Assessments will be insufficient to cover the entire 2026 O&M Budget; and

WHEREAS, in contemplation of the foregoing, and in lieu of levying an increased amount in O&M Assessments on the Property to fund the full 2026 O&M Budget, the Developer agrees to provide the monies necessary to fund the actual expenditures for the Fiscal Year 2026 (hereinafter referred to as the “O&M Budget Payment”), not otherwise funded by O&M Assessments levied upon benefited lands located within the District; and

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

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

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

SECTION 2. PAYMENT OF DISTRICT’S 2026 O&M BUDGET

i. **Payment of O&M Budget Expenses.** Upon the District Manager’s written request, the Developer agrees to make available to the District the monies necessary to fund all expenditures of the 2026 O&M Budget not otherwise funded through O&M Assessments levied upon benefited lands located within the District, on a continuing basis, within fifteen (15) business days of written request by the District. Funds provided hereunder shall be placed in the District’s general checking account. In no way shall the foregoing in any way affect the District’s ability to levy special assessments upon the lands within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District’s 2026 O&M Budget or otherwise.

ii. **Consent to Funding of 2026 O&M Budget.** The Developer acknowledges and agrees that the O&M Budget Payment represents the funding of operations and maintenance expenditures that would otherwise be appropriately funded through O&M Assessments equitably allocated to the Property within the District in accordance with the District’s assessment methodology. Developer agrees to pay, or caused to be paid, the O&M Budget Payment regardless of whether Developer owns the Property at the time of such payment subject to the terms set forth in Section 10 herein. Developer agrees that it will not contest the legality or validity of such imposition, collection or enforcement to the extent such imposition is made in accordance with the terms of this Agreement.

SECTION 3. CONTINUING LIEN. The District shall have the right to file and perfect a continuing lien upon the Property described in **Exhibit B** for all payments due and owing under

the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2026 O&M Budget" in the public records of Brevard County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2026 O&M Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit B** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

SECTION 4. ALTERNATIVE COLLECTION METHODS.

i. In the alternative or in addition to the collection method set forth in Section 3 above, the District may enforce the collection of the O&M Budget Payment(s) by action against the Developer in the appropriate judicial forum in and for Brevard County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

ii. The District hereby finds that the activities, operations and services funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property. The Developer agrees that the activities, operations and services that will be funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property in excess of the costs thereof. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Brevard County property appraiser.

SECTION 5. NOTICE. All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail, return receipt, to the parties, as follows:

A. If to District: Willow Creek Community Development District
c/o Governmental Management Service – Central
Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Developer: KB Home Orlando LLC
9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819
Attn: Steve McConn

SECTION 6. AMENDMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either party except upon the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment without such consent shall be void.

SECTION 9. DEFAULT. A default by either party under this Agreement shall entitle the non-defaulting party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the matter described in Sections 3 and 4 above.

SECTION 10. THIRD-PARTY RIGHTS; TRANSFER OF PROPERTY. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and

shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, including the Property, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition, and shall provide evidence of the purchaser's assumption of this Agreement.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree that venue will be in Brevard County, Florida.

SECTION 12. 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 with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, Florida Statutes. Developer acknowledges that the designated public records custodian for the District is **Governmental Management Service – Central Florida, LLC** (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, Developer shall (1) keep and maintain public records required by the District; (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 ten (10) business days 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 Developer does not transfer the records to the Public Records Custodian of the District; and (4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Developer, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (407) 841-5524,

**JLEBRUN@GMSCFL.COM, OR BY REGULAR MAIL AT
GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL
FLORIDA, LLC, 219 E. LIVINGSTON STREET, ORLANDO,
FLORIDA 32801.**

SECTION 14. EFFECTIVE DATE. The Agreement shall take effect as of October 1, 2025. The enforcement provisions of this Agreement, including but not limited to Sections 3, 4, and 9, shall survive its termination, until all payments due pursuant to this Agreement are paid in full.

SECTION 15. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Developer agrees to execute the affidavit, in a form mutually acceptable to the Parties, in compliance with Section 787.06(13), *Florida Statutes*, within thirty (30) days of the Effective Date.

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

**WILLOW CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

KB HOME ORLANDO LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A: 2026 O&M Budget & Assessment Roll
EXHIBIT B: Property Description

EXHIBIT A
2026 O&M BUDGET & ASSESSMENT ROLL

EXHIBIT B
PROPERTY DESCRIPTION

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOTS 184, 185, 186, 191, 192, 193, 200, 201, 208, 209, 216 AND 217 TOGETHER WITH PORTIONS OF LOTS 177, 178, 179, 182, 183, 187, 190, 194, 195, 199, 202, 207, 210, 215, 218, 223 AND 224 AS SHOWN ON THE PLAT OF COCOA-INDIAN RIVER PROPERTIES AS RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

TRACT R-4, WILLOW CREEK COMMERCIAL CENTER PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, PAGES 20-26, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALL OF THE ABOVE-BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 00°11'12" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1327.76 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF SAID SECTION 10; THENCE CONTINUE NORTH 00°11'12" EAST ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 101.45 FEET; THENCE SOUTH 89°22'09" WEST DISTANCE OF 316.46 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF GRISSOM PARKWAY AS DESCRIBED IN O.R. BOOK 2721, PAGE 910, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°22'09" WEST, OF 1608.67 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 89°22'09" WEST ALONG SAID LINE, A DISTANCE OF 7,192.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE RUN ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 AND STATE ROAD 407 (A.K.A. CHALLENGER MEMORIAL PARKWAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 7006-2501 FOR THE FOLLOWING SEVEN CALLS: NORTH 35°26'31" WEST, A DISTANCE OF 1,079.54 FEET; THENCE NORTH 31°25'51" WEST, A DISTANCE OF 461.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,819.86 FEET, AND A CENTRAL ANGLE OF 28°53'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 917.93 FEET; THENCE NORTH 02°31'52" WEST, A DISTANCE OF 1,179.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR

CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,342.40 FEET, AND A CENTRAL ANGLE OF 32°21'46"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 758.24 FEET; THENCE NORTH 29°49'54" EAST, A DISTANCE OF 198.99 FEET; THENCE NORTH 30°59'13" EAST, A DISTANCE OF 268.32 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE RUN NORTH 89°52'19" EAST, A DISTANCE OF 2,962.61 FEET; THENCE NORTH 00°20'28" WEST, A DISTANCE OF 1,948.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE~ CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 510.00 FEET, AND A CENTRAL ANGLE OF 89°04'25"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 792.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 215.00 FEET, AND A CENTRAL ANGLE OF 88°29'47"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 332.08 FEET; THENCE NORTH 00°14'10" EAST, A DISTANCE OF 9.80 FEET TO THE SOUTHEAST CORNER OF TRACT D, ENTERPRISE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 32, PAGE 74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°52'14" EAST ALONG THE SOUTH LINE OF SAID ENTERPRISE PARK, A DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF TRACT C OF SAID ENTERPRISE PARK; THENCE LEAVING SAID SOUTH LINE RUN SOUTH 00°14'10" WEST, A DISTANCE OF 10.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 335.00 FEET, AND A CENTRAL ANGLE OF 88°29'47"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 517.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 390.00 FEET, AND A CENTRAL ANGLE OF 89°04'25"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 606.31 FEET; THENCE SOUTH 00°20'28" EAST, A DISTANCE OF 1,948.91 FEET; THENCE NORTH 89°52'19" EAST, A DISTANCE OF 1,494.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 AND THE WEST LINE OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES; THENCE SOUTH 00°24'39" EAST ALONG SAID EAST AND WEST LINE, A DISTANCE OF 731.37 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4 AND SAID POINT BEING THE SOUTHWEST CORNER OF LOT 225 OF SAID PLAT OF COCOA-INDIAN RIVER PROPERTIES; THENCE SOUTH 89°50'05" EAST ALONG THE NORTH LINE OF SAID SECTION 10 AND THE SOUTH LINE OF SAID LOT 225, A DISTANCE OF 1,188.05 FEET TO THE NORTHWEST CORNER OF TRACT 1, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 31°01'11" EAST ALONG THE WEST LINE OF SAID TRACT 1, A DISTANCE OF 3,213.07 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1; THENCE NORTH 58°58'49" EAST ALONG THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 500.56 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1, SAID POINT BEING ON THE WEST LINE OF LOT 9 OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 28°52'20" EAST ALONG SAID WEST LINE, A DISTANCE OF 15.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 31°01'11" EAST ALONG THE NORTHERLY EXTENSION OF LOT 6, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I, A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF TRACT D-1, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I; THENCE SOUTH 58°58'49" WEST ALONG THE NORTH LINE OF SAID TRACT D-1 AND THE NORTH LINE OF TRACT 3, OF SAID WILLOW CREEK COMMERCIAL CENTER PHASE I, A DISTANCE OF 500.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 3; THENCE SOUTH 31°01'11" EAST ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 911.11 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 682.89 ACRES OF LAND MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING:

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

TOGETHER WITH:

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

ALSO TOGETHER WITH:

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

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 957.08 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $18^{\circ}10'53''$, 303.71 FEET TO THE POINT OF TANGENCY; THENCE $S.02^{\circ}29'18''E.$, 162.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.29 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $71^{\circ}22'59''$, 572.21 FEET TO THE POINT OF TANGENCY; THENCE $S.73^{\circ}49'59''E.$, 207.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1879.88 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $28^{\circ}09'01''$, 923.61 FEET TO A POINT ON THE WEST LINE OF VERONA-VILLAGE "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 18 THROUGH 24 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN $N.08^{\circ}34'09''W.$, ALONG SAID WEST LINE, A DISTANCE OF 6.94 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF VERONA-VILLAGE "D"; SAID POINT BEING ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 805.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF $05^{\circ}26'28''$, 76.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH LINE OF SAID PLAT OF VERONA-VILLAGE "D", THROUGH A CENTRAL ANGLE OF $05^{\circ}57'04''$, 82.57 FEET TO THE WEST CORNER OF TRACT REC-2, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE DEPARTING SAID NORTH LINE, RUN $S.09^{\circ}28'11''E.$, 95.03 FEET TO THE NORTHEAST CORNER OF TRACT REC-1, AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE BOUNDARY OF SAID TRACT REC-1 THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: THENCE $S.13^{\circ}00'01''E.$, 66.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $44^{\circ}32'33''$, 54.42 FEET TO THE POINT OF TANGENCY; THENCE $S.57^{\circ}32'34''E.$, 11.11 FEET; THENCE $S.81^{\circ}34'25''E.$, 11.77 FEET; THENCE $N.74^{\circ}26'37''E.$, 14.74 FEET; THENCE $N.63^{\circ}33'32''E.$, 48.72 FEET; THENCE $N.80^{\circ}02'14''E.$, 48.82 FEET; THENCE $N.27^{\circ}54'32''E.$, 18.00 FEET; THENCE $S.66^{\circ}31'54''E.$, 30.55 FEET; THENCE $N.75^{\circ}46'30''E.$, 28.29 FEET; THENCE $S.86^{\circ}37'24''E.$, 15.33 FEET; THENCE $S.74^{\circ}09'46''E.$, 12.79 FEET; THENCE $S.48^{\circ}16'14''E.$, 17.65 FEET; THENCE $S.35^{\circ}45'28''E.$, 12.66 FEET; THENCE $S.15^{\circ}02'04''E.$, 23.54 FEET; THENCE $S.65^{\circ}38'01''E.$, 25.44 FEET; THENCE $S.70^{\circ}56'30''E.$, 21.68 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 646.77 FEET AND TO WHICH POINT A RADIAL LINE BEARS $N.18^{\circ}15'43''E.$; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $22^{\circ}32'03''$, 254.37 FEET TO A POINT OF TANGENCY; THENCE ON A RADIAL LINE OF $S.40^{\circ}47'46''W.$, 120.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF PECORINO COURT AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D" AND ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 526.78 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $02^{\circ}15'51''$, 20.82 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET; THENCE SOUTHWESTERLY TO NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $254^{\circ}11'29''$, 270.62 FEET TO THE POINT OF CUSP AND TO WHICH POINT A RADIAL LINE BEARS $S.35^{\circ}56'53''E.$; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN $S.52^{\circ}19'17''W.$, 72.35 FEET; THENCE $N.38^{\circ}11'57''W.$, 11.02 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 89.50 FEET AND TO

WHICH POINT A RADIAL LINE BEARS S.18°23'35"W., THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°38'31", 86.92 FEET; THENCE N.80°35'10"W., 132.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 68.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°49'57", 20.12 FEET TO THE POINT OF TANGENCY; THENCE N.63°45'13"W., 134.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°12'22", 119.47 FEET TO THE POINT OF TANGENCY; THENCE N.16°32'51"W., 23.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'40", 31.38 FEET; THENCE N.12°55'16"W., 31.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'05", 17.25 FEET TO THE POINT OF TANGENCY; THENCE N.25°07'21"W., 50.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 81.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°54'15", 29.55 FEET TO THE POINT OF TANGENCY; THENCE N.46°01'36"W., 11.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS 49.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'08", 25.46 FEET TO THE POINT OF TANGENCY; THENCE N.16°00'44"W., 7.75 FEET TO THE SOUTHEAST CORNER OF TRACT L-7 AS SHOWN ON SAID PLAT OF VERONA-VILLAGE "D"; THENCE S.76°27'51"E., 78.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L-7, SAID POINT BEING ON THE WEST LINE OF SAID PLAT OF VERONA-VILLAGE "D"; THENCE RUN ALONG THE WESTERLY LINE OF AFORESAID PLAT OF VERONA-VILLAGE "D", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: THENCE RUN S.08°34'09"E., 201.72 FEET; THENCE S.07°57'44"E., 319.64 FEET; THENCE S.27°28'40"E., 417.26 FEET; THENCE S.36°41'30"E., 257.82 FEET; THENCE S.34°33'08"E., 308.78 FEET; THENCE S.10°27'19"E., 458.41 FEET; THENCE S.02°55'36"W., 222.15 FEET TO THE POINT OF BEGINNING, CONTAINING 425.15 ACRES.

SECTION 6

SECTION A

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

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

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

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

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

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

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

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

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

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

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

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

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

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

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Willow Creek Community Development District

District Manager:_____

Date:_____

Print Name:_____

Willow Creek Community Development District

SECTION B

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

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

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

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

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

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

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

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

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

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

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

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

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

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

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Willow Creek Community Development District

District Manager:_____

Date:_____

Print Name:_____

Willow Creek Community Development District

SECTION 7

SECTION C



WILLOW CREEK I AND II CDD

August 2025 Field Report





WILLOW CREEK I AND II CDD

Field

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

LAKES

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

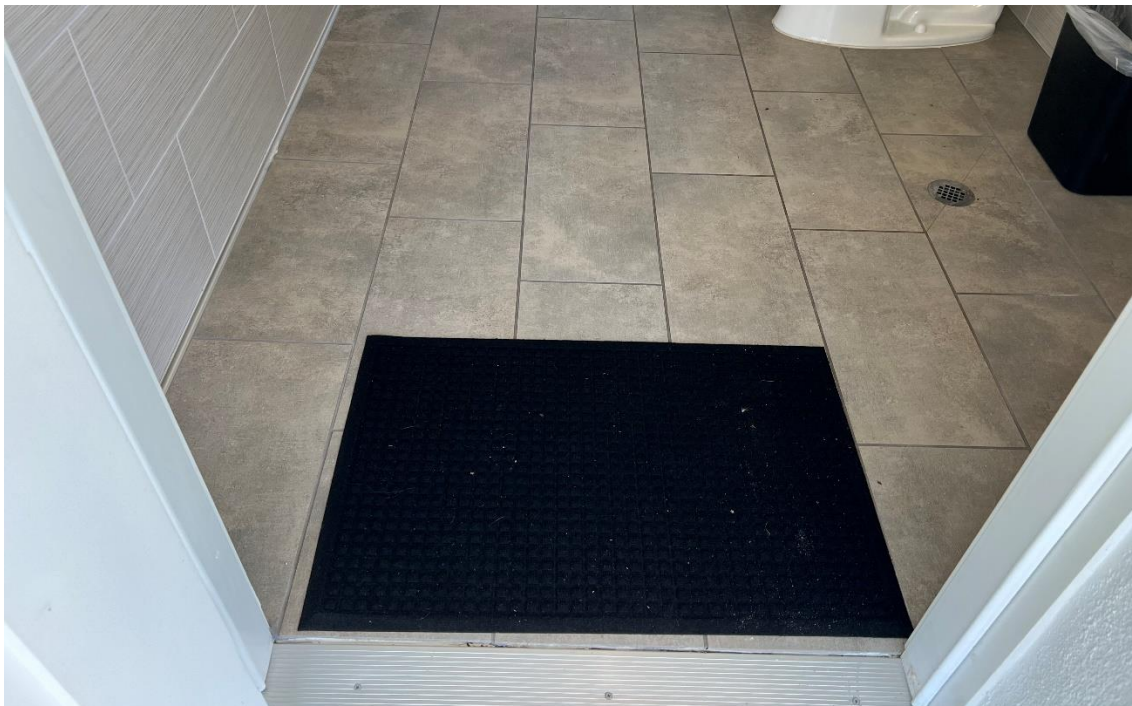
Clubhouse

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

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



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





FIELD SUPERVISOR REPORT

Nicole Corbin

nicolec@calm-ii.com

Phone# 954-721-8681 ex.229

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

SECTION i

SECTION 1



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

Willow Creek
1756 Pecorino Ct
Titusville, FL 32780

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

CONTACT US
560 Solutions Way
Rockledge, FL 32955

(321) 507-4851
info@beaconcleaningfl.com

ESTIMATE

Option #1

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

Services subtotal: \$1,098.00

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

Option #2- INCLUDES POOL/PATIO FURNITURE

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

Services subtotal: \$1,398.00

Subtotal	\$1,398.00
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Total	\$1,398.00
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SECTION 2



Cape Coast Pressure Cleaning

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

RECIPIENT:

Willow Creek II CDD

1756 Pecorino Court
Titusville, Florida 32780

Quote #481

Sent on Jul 04, 2025

Total \$3,800.00

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

Total \$3,800.00

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

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

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

SECTION 3

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



Licensed and Insured

ESTIMATE

Date: August 1, 2025

Prepared for: Nicole Corbin

% Toscana Village at Verona Clubhouse

Address: 1756 Pecorino Court, Titusville

Phone: 321-60-49098

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

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

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

Cleaning up Brevard County's home since 2003!



Save 20% in 2026



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



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

Once a year cleanings:

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

-OR-

Every 3- 6 months

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



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



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

📞 Call or 💬 text for a free estimate

321-693-6453

SECTION ii

SERVICES AGREEMENT

PROPERTY NAME: Willow Creek CDD II

CUSTOMER NAME: **Willow Creek CDD II**

SERVICE DESCRIPTION: 2025 Airmax Replacement Fountain at FTN 1

EFFECTIVE DATE: **August 6, 2025**

SUBMITTED TO: Jeremy Leburn

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

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

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



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

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

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

7. RESERVED.

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



[SIGNATURES FOLLOW ON THE NEXT PAGE]

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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

WILLOW CREEK CDD II

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

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

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

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



SCHEDULE A – SCOPE OF SERVICES

Airmax Replacement Fountain Installation:

1. Company will install the following floating surface aerator:

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

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

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

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

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

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



Lighting Installation:

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

Airmax Manufacturer Warranty:

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

SÖLitude Lake Management Warranty:

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

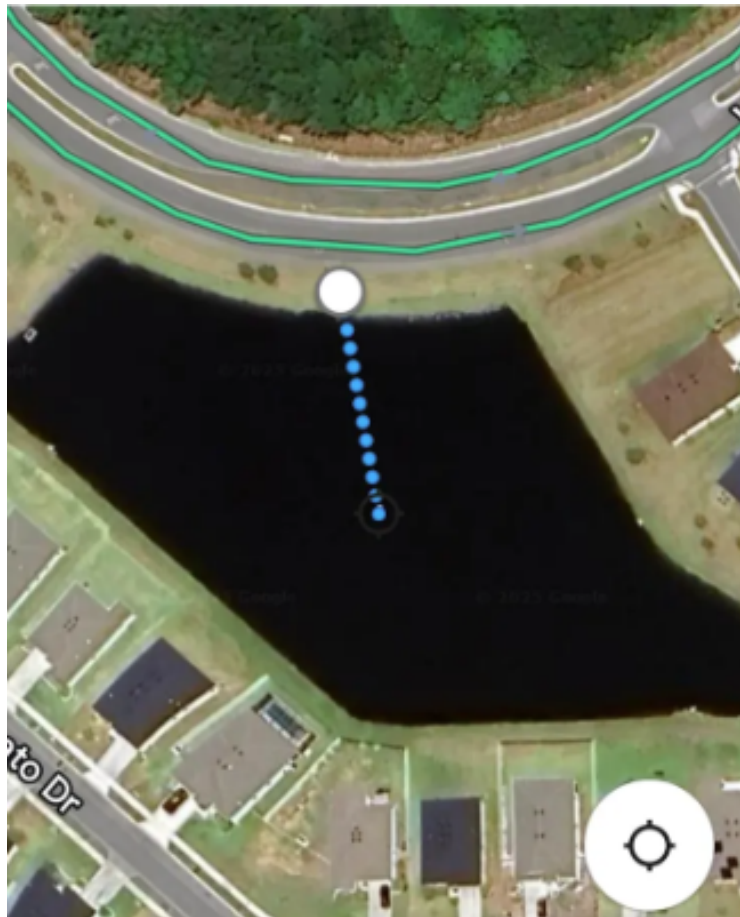
General Qualifications:

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



that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, 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

[illegible]

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

Printed Name

SECTION D

SECTION i

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

The Board of Supervisors of the **Willow Creek Community Development District** will hold their regular meetings for Fiscal Year 2026 at the **Willow Creek Amenity Center, 1756 Pecorino Ct., Titusville, Florida 32780** at **1:00 p.m. on the second Tuesday of the month**, indicated as follows:

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

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

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

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

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

SECTION 8

SECTION A

Willow Creek
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2025
Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
4/1 - 4/30/25	730-739	\$21,503.68
5/1 - 5/31/25	740-743	\$8,390.86
6/1 - 6/30/25	744-749	\$13,859.56
TOTAL		\$43,754.10

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/17/25	00024	3/19/25 11690	202502 310-51300-31500		*	685.00	
		FEB 25 MONTHLY COUNSEL					
		3/19/25 11812	202502 300-13100-10000		*	1,160.00	
		FEB 25 PROJECT CONSTRUCT					
				KILINSKI | VAN WYK, PLLC			1,845.00 000734
4/28/25	00020	4/25/25 PSDP25-0	202504 320-53800-46200		*	160.95	
		PERMIT TRIMMING TREES					
				CITY OF TITUSVILLE (AUTO-PAY)			160.95 000735
4/28/25	00023	4/08/25 25740-9	202504 310-51300-31100		*	8,581.25	
		APR 25 - ENGINEERING SVC					
				HONEYCUTT & ASSOCIATES, INC.			8,581.25 000736
4/28/25	00024	4/15/25 11941	202503 310-51300-31500		*	2,209.50	
		MAR 25 MONTHLY COUNSEL					
		4/15/25 11942	202503 300-13100-10000		*	115.50	
		MAR 25 PROJECT CONSTRUCT					
				KILINSKI | VAN WYK, PLLC			2,325.00 000737
4/29/25	00042	3/15/25 03252907	202503 300-13100-10300		*	85.99	
		INTERNET 3/1-3/31/25					
		4/15/25 04252950	202504 300-13100-10300		*	85.99	
		MONITORING 4/1-4/30/25					
				STRADA SERVICES LLC			171.98 000738
4/30/25	00041	3/12/25 05950150	202503 300-13100-10300		*	185.28	
		INTERNET 3/13-4/12/25					
				CHARTER COMMUNICATIONS			185.28 000739
TOTAL FOR BANK A						21,503.68	
TOTAL FOR REGISTER						21,503.68	

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CHECK	VEND#INVOICE.....	...EXPENSED TO...	VENDOR NAME				STATUS	AMOUNTCHECK....	
DATE		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS		AMOUNT	#
TOTAL FOR REGISTER										8,390.86	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
6/06/25	00001	6/01/25 242	202506 310-51300-34000		*	3,471.58	
		JUN 25 -	MGMT FEES				
6/01/25		242	202506 310-51300-35100		*	83.33	
		JUN 25 -	COMPUTER TIME				
6/01/25		242	202506 310-51300-31300		*	222.92	
		JUN 25 -	DISSEMINATION				
6/01/25		242	202506 310-51300-35110		*	133.75	
		JUN 25 -	WEBSITE ADMIN				
6/01/25		242	202506 310-51300-42000		*	1.38	
		JUN 25 -	POSTAGE				
6/01/25		242	202506 310-51300-42500		*	16.20	
		JUN 25 -	COPIES				
GOVERNMENTAL MANAGEMENT SERVICES -							3,929.16 000744
6/06/25	00024	5/16/25 12193	202504 310-51300-31500		*	1,522.50	
		APR 25	MONTHLY COUNSEL				
		5/16/25 12194	202504 300-13100-10000		*	440.50	
		APR 25	PROJECT CONSTRUCT				
KILINSKI | VAN WYK, PLLC							1,963.00 000745
6/13/25	00028	6/13/25 06132025	202506 300-20700-10200		*	4,359.94	
			TXFER TAX COLLECTIONS				
WILLOW CREEK CDD							4,359.94 000746
6/19/25	00020	5/21/25 APR 25	202504 320-53800-43150		*	20.20	
		IRRIG 4/1-5/06/25					
		5/21/25 APR 25	202504 320-53800-43150		*	60.33	
		IRRIG 4/1-5/06/25					
		5/21/25 APR 25	202504 320-53800-43100		*	12.98	
		REUSE 4/1-5/06/25					
		5/21/25 APR 25	202504 320-53800-43100		*	64.00	
		REUSE 4/1-5/06/25					
CITY OF TITUSVILLE (AUTO-PAY)							157.51 000747
6/19/25	00019	6/11/25 MAY 25	202505 320-53800-43000		*	32.10	
		ENTRANCE 5/12-6/11/25					
		6/11/25 MAY 25	202505 320-53800-43000		*	56.94	
		LS 5/6-6/5/25					
		6/11/25 MAY 25	202505 320-53800-43000		*	403.28	
		PUMP 5/12-6/11/25					
		6/11/25 MAY 25	202505 320-53800-43000		*	85.47	
		LS 5/13-6/12/25					
		6/11/25 MAY 25	202505 320-53800-43000		*	602.63	
		FOUNTAIN 5/13-6/12/25					
		6/11/25 MAY 25	202505 320-53800-43000		*	553.13	
		FOUNTAIN 5/13-6/12/25					

WILL -WILLOW CREEK- TCESSNA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
6/11/25		MAY 25 SL 5/6-6/5/25	202505 320-53800-43001		*	1,561.22	
			FPL (AUTOPAY)				3,294.77 000748
6/19/25	00004	5/31/25 7145800 NOTICE OF MEETING	202505 310-51300-48000		*	155.18	
			GANNETT MEDIA GROUP				155.18 000749
TOTAL FOR BANK A						13,859.56	
TOTAL FOR REGISTER						13,859.56	

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SECTION B

Willow Creek
Community Development District

Unaudited Financial Reporting
June 30, 2025



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4	<u>Debt Service Fund Series 2022</u>
5	<u>Capital Project Fund Series 2022</u>
6-7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>

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

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 11,303	\$ -	\$ -	\$ 11,303
<u>Investments:</u>				
Stateboard of Administraton (SBA)	6,528	-	-	6,528
Series 2022				
Reserve	-	87,550	-	87,550
Revenue	-	94,207	-	94,207
Prepayment	-	1,215	-	1,215
Construction	-	-	47	47
Deposits	95	-	-	95
Total Assets	\$ 17,926	\$ 182,972	\$ 47	\$ 200,945
Liabilities:				
Accounts Payable	\$ 5,906	\$ -	\$ -	\$ 5,906
Total Liabilites	\$ 5,906	\$ -	\$ -	\$ 5,906
Fund Balance:				
Nonspendable:				
Deposits	\$ 95	\$ -	\$ -	\$ 95
Restricted for:				
Debt Service	-	182,972	-	182,972
Capital Project	-	-	47	47
Unassigned	11,925	-	-	11,925
Total Fund Balances	\$ 12,020	\$ 182,972	\$ 47	\$ 195,039
Total Liabilities & Fund Balance	\$ 17,926	\$ 182,972	\$ 47	\$ 200,945

Willow Creek
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2025

	Adopted Budget	Prorated Budget Thru 06/30/25	Actual Thru 06/30/25	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 274,104	\$ 274,104	\$ 275,143	\$ 1,039
Special Assessments - Direct	42,177	42,177	42,177	-
Developer Contribution*	388,137	44,423	44,423	-
Interest Income	5,000	3,750	1,496	(2,254)
Total Revenues	\$ 709,418	\$ 364,454	\$ 363,238	\$ (1,215)
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Engineering	\$ 10,000	\$ 7,500	\$ 9,842	\$ (2,342)
Attorney	30,000	22,500	40,594	(18,094)
Annual Audit	3,500	3,500	5,000	(1,500)
Assessment Administration	2,000	2,000	2,000	-
Dissemination Agent	2,675	2,006	2,006	(0)
Trustee Fees	5,000	-	-	-
Management Fees	41,659	31,245	31,244	0
Property Appraiser	150	150	249	(99)
Information Technology	1,000	750	750	0
Website Maintenance	1,605	1,204	1,204	-
Postage & Delivery	800	600	42	558
Insurance General Liability	7,877	7,877	7,448	429
Printing & Binding	500	375	117	258
Legal Advertising	1,000	750	1,212	(462)
Other Current Charges	898	674	457	217
Office Supplies	100	75	628	(553)
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 108,939	\$ 81,380	\$ 102,969	\$ (21,589)
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management	\$ 13,217	\$ 9,913	\$ 5,507	\$ 4,406
Utilities - Electric	4,800	3,600	16,106	(12,506)
Utilities - Streetlights	12,000	9,000	14,009	(5,009)
Utilities - Water & Sewer	1,200	900	2,734	(1,834)
Irrigation Maintenance	4,800	3,600	-	3,600
Landscape Maintenance	110,000	82,500	68,068	14,432
Mulch	40,000	-	-	-
Pest Control	1,000	750	-	750
Lake Maintenance	22,200	16,650	6,675	9,975
Wetlands/Preserves	5,000	-	-	-
Pressure Washing	5,000	-	-	-
Contingency	10,000	7,500	3,500	4,000
Interlocal-Governmental Expense *	-	-	17,796	(17,796)
Subtotal Field Expenditures	\$ 229,217	\$ 134,413	\$ 134,395	\$ 18

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

	Adopted Budget	Prorated Budget Thru 06/30/25	Actual Thru 06/30/25	Variance
Clubhouse Expenditures				
Management Fees	\$ 82,211	\$ 61,658	\$ 34,255	\$ 27,404
Access Control	2,867	2,150	86	2,064
Alarm Monitoring	1,638	1,229	-	1,229
Utility - Electric	27,847	20,885	8,067	12,818
Utility - Water & Sewer	20,066	15,050	2,079	12,971
Cable/Internet Services	3,686	2,765	956	1,808
Telephone	3,522	2,642	-	2,642
Property Insurance	19,636	19,636	13,760	5,876
Landscape Maintenance	26,823	20,117	12,240	7,877
Landscape Replacement	4,095	3,071	-	3,071
Pest Control	819	614	-	614
Pool & Spa Maintenance	34,399	25,799	8,575	17,224
Repairs and Maintenance	10,000	7,500	-	7,500
Janitorial Maintenance	45,000	33,750	8,575	25,175
Janitorial Supplies	2,252	1,689	-	1,689
Office Equipment Maintenance	2,662	1,997	-	1,997
Office Supplies/Clubhouse Supplies	4,000	3,000	-	3,000
Air Conditioning Maintenance	2,293	1,720	-	1,720
Fitness Equipment Maintenance	6,143	4,607	-	4,607
Window Cleaning/Pressure Cleaning	5,324	3,993	-	3,993
Porter Service	4,423	3,317	-	3,317
Trash Collection	819	614	-	614
Special Events	10,000	7,500	-	7,500
Holiday Lighting	18,682	14,012	-	14,012
Contingency	19,399	14,549	-	14,549
Capital Reserve	12,655	-	-	-
Capital Outlay	-	-	2,885	(2,885)
Interlocal-Governmental Expense *	-	-	26,627	(26,627)
Subtotal Clubhouse Expenditures	\$ 371,261	\$ 273,864	\$ 118,105	\$ 155,759
Total Operations & Maintenance	\$ 600,478	\$ 408,277	\$ 252,499	\$ 155,777
Total Expenditures	\$ 709,418	\$ 489,657	\$ 355,468	\$ 134,189
Excess (Deficiency) of Revenues over Expenditure	\$ -	\$ (125,203)	\$ 7,770	\$ 132,973
Net Change in Fund Balance	\$ -	\$ (125,203)	\$ 7,770	\$ 132,973
Fund Balance - Beginning	\$ -		\$ 4,250	
Fund Balance - Ending	\$ -		\$ 12,020	

* Shared cost and developer contribution with Willow Creek II CDD

Willow Creek
Community Development District
Debt Service Fund Series 2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/25	Thru 06/30/25	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 175,667	\$ 175,667	\$ 175,217	\$ (450)
Interest Income	3,500	2,625	6,450	3,825
Total Revenues	\$ 179,167	\$ 178,292	\$ 181,667	\$ 3,375
<u>Expenditures:</u>				
Interest - 11/01	\$ 66,581	\$ 66,581	\$ 66,581	-
Interest - 5/01	66,581	66,581	66,581	-
Principal - 5/01	40,000	40,000	40,000	-
Total Expenditures	\$ 173,163	\$ 173,163	\$ 173,163	\$ -
Excess (Deficiency) of Revenues over Expenditure	\$ 6,004	\$ 5,129	\$ 8,505	\$ 3,375
Net Change in Fund Balance	\$ 6,004	\$ 5,129	\$ 8,505	\$ 3,375
Fund Balance - Beginning	\$ 86,658		\$ 174,468	
Fund Balance - Ending	\$ 92,662		\$ 182,972	

Willow Creek
Community Development District
Capital Projects Fund Series 2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2025

	Adopted		Prorated Budget		Actual		
	Budget		Thru 06/30/25		Thru 06/30/25		Variance
<u>Revenues</u>							
Interest Income	\$	-	\$	-	\$	46	\$ 46
Total Revenues	\$	-	\$	-	\$	46	\$ 46
<u>Expenditures:</u>							
Capital Outlay	\$	-	\$	-	\$	684	\$ (684)
Total Expenditures	\$	-	\$	-	\$	684	\$ (684)
Excess (Deficiency) of Revenues over Expenditure	\$	-	\$	-	\$	(638)	\$ (638)
Net Change in Fund Balance	\$	-			\$	(638)	
Fund Balance - Beginning	\$	-			\$	685	
Fund Balance - Ending	\$	-			\$	47	

Willow Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 24,358	\$ 246,563	\$ 509	\$ 528	\$ -	\$ 2,158	\$ -	\$ 1,026	\$ -	\$ -	\$ -	\$ 275,143
Special Assessments - Direct	42,177	-	-	-	-	-	-	-	-	-	-	-	42,177
Developer Contribution*	-	-	-	-	-	7,807	7,279	12,025	17,311	-	-	-	44,423
Interest Income	86	33	252	453	274	221	129	25	24	-	-	-	1,496
Total Revenues	\$ 42,263	\$ 24,391	\$ 246,815	\$ 962	\$ 801	\$ 8,028	\$ 9,567	\$ 12,050	\$ 18,362	\$ -	\$ -	\$ -	\$ 363,238

Expenditures:

General & Administrative:

Engineering	\$ -	\$ -	\$ 1,261	\$ -	\$ -	\$ -	\$ 8,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,842
Attorney	5,123	14,057	7,722	5,328	1,845	2,325	1,523	441	2,230	-	-	-	40,594
Annual Audit	-	-	5,000	-	-	-	-	-	-	-	-	-	5,000
Assessment Administration	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
Dissemination Agent	223	223	223	223	223	223	223	223	223	-	-	-	2,006
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,472	3,472	3,472	3,472	3,472	3,472	3,472	3,472	3,472	-	-	-	31,244
Property Appraiser	-	-	249	-	-	-	-	-	-	-	-	-	249
Information Technology	83	83	83	83	83	83	83	83	83	-	-	-	750
Website Maintenance	134	134	134	134	134	134	134	134	134	-	-	-	1,204
Postage & Delivery	7	5	3	6	8	6	2	3	1	-	-	-	42
Insurance General Liability	7,448	-	-	-	-	-	-	-	-	-	-	-	7,448
Printing & Binding	6	13	15	4	30	6	18	8	16	-	-	-	117
Legal Advertising	-	746	-	155	-	155	-	-	155	-	-	-	1,212
Other Current Charges	-	15	43	-	122	77	77	84	38	-	-	-	457
Office Supplies	628	-	-	-	0	-	-	0	-	-	-	-	628
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 19,299	\$ 18,748	\$ 18,206	\$ 9,406	\$ 5,917	\$ 6,482	\$ 14,112	\$ 4,448	\$ 6,352	\$ -	\$ -	\$ -	\$ 102,969

Operations & Maintenance

Field Expenditures

Field Management	\$ 1,101	\$ 1,101	\$ 1,101	\$ 1,101	\$ 1,101	\$ 263	\$ 263	\$ 263	\$ 263	\$ -	\$ -	\$ -	\$ 6,560
Utilities - Electric	1,445	1,495	2,065	2,035	1,770	1,886	1,876	1,734	1,800	-	-	-	16,106
Utilities - Streetlights	1,543	1,543	1,555	1,561	1,561	1,561	1,561	1,561	1,561	-	-	-	14,009
Utilities - Water & Sewer	78	803	646	224	334	175	158	158	158	-	-	-	2,734
Irrigation Maintenance	-	-	-	-	-	-	-	67	-	-	-	-	67
Landscape Maintenance	13,354	17,565	12,383	12,383	12,383	2,961	2,961	6,242	2,961	-	-	-	83,192
Mulch	-	-	-	-	-	-	-	149	-	-	-	-	149
Pest Control	-	-	-	-	-	-	-	47	-	-	-	-	47
Lake Maintenance	1,335	1,335	1,335	1,335	1,335	319	319	319	319	-	-	-	7,952
Wetlands/Preserves	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing	-	-	-	-	-	78	-	-	-	-	-	-	78
Contingency	-	1,750	1,750	-	-	-	-	-	-	-	-	-	3,500
Subtotal Field Expenditures	\$ 18,857	\$ 25,593	\$ 20,836	\$ 18,640	\$ 18,485	\$ 7,243	\$ 7,138	\$ 10,540	\$ 7,063	\$ -	\$ -	\$ -	\$ 134,395

Willow Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Clubhouse Expenditures													
Management Fees	\$ 6,851	\$ 6,851	\$ 6,851	\$ 6,851	\$ 6,851	\$ 1,638	\$ 1,638	\$ 1,638	\$ 1,638	\$ -	\$ -	\$ -	\$ 40,807
Access Control	-	-	-	-	86	21	21	21	21	-	-	-	168
Alarm Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility - Electric	1,581	1,563	1,938	1,777	1,208	588	443	512	502	-	-	-	10,113
Utility - Water & Sewer	-	744	533	433	368	161	184	797	191	-	-	-	3,411
Cable/Internet Services	190	195	200	185	185	44	44	45	45	-	-	-	1,136
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Insurance	13,760	-	-	-	-	-	-	-	-	-	-	-	13,760
Landscape Maintenance	1,305	1,305	1,305	7,020	1,305	312	312	312	312	-	-	-	13,488
Landscape Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Pool & Spa Maintenance	575	2,000	2,000	2,000	2,000	478	478	478	478	-	-	-	10,488
Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Maintenance	-	1,225	2,450	2,450	2,450	586	586	550	550	-	-	-	10,846
Janitorial Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Equipment Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies/Clubhouse Supplies	-	-	-	-	-	-	29	-	-	-	-	-	29
Air Conditioning Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Fitness Equipment Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Window Cleaning/Pressure Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Porter Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Trash Collection	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Events	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	2,885	-	359	-	583	10,030	-	-	-	13,857
Subtotal Amenity Expenditures	\$ 24,262	\$ 13,883	\$ 15,277	\$ 23,601	\$ 14,452	\$ 4,186	\$ 3,736	\$ 4,937	\$ 13,768	\$ -	\$ -	\$ -	\$ 118,103
Total Operations & Maintenance	\$ 43,120	\$ 39,476	\$ 36,113	\$ 42,242	\$ 32,937	\$ 11,429	\$ 10,874	\$ 15,477	\$ 20,830	\$ -	\$ -	\$ -	\$ 252,498
Total Expenditures	\$ 62,419	\$ 58,224	\$ 54,319	\$ 51,647	\$ 38,854	\$ 17,911	\$ 24,986	\$ 19,925	\$ 27,182	\$ -	\$ -	\$ -	\$ 355,467
Excess (Deficiency) of Revenues over E:	\$ (20,156)	\$ (33,833)	\$ 192,497	\$ (50,685)	\$ (38,053)	\$ (9,883)	\$ (15,419)	\$ (7,875)	\$ (8,821)	\$ -	\$ -	\$ -	\$ 7,772
Net Change in Fund Balance	\$ (20,156)	\$ (33,833)	\$ 192,497	\$ (50,685)	\$ (38,053)	\$ (9,883)	\$ (15,419)	\$ (7,875)	\$ (8,821)	\$ -	\$ -	\$ -	\$ 7,772

Willow Creek
Community Development District
Long Term Debt Report

Series 2022, Capital Improvement Revenue Bonds		
Original Amount	\$2,575,000	
Interest Rate:	4.700%, 5.000%, 5.375%, 5.500%	
Maturity Date:	5/1/2052	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	87,550	
Reserve Fund Balance	87,550	
Bonds Outstanding -		\$2,575,000
Less: Principal Payment - 5/1/23		(\$35,000)
Less: Special Call - 11/1/23		(\$10,000)
Less: Principal Payment - 5/1/24		(\$40,000)
Less: Special Call - 5/1/24		(\$10,000)
Less: Principal Payment - 5/1/25		(\$40,000)
Current Bonds Outstanding		\$2,440,000

Willow Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - Brevard County
Fiscal Year 2025

Gross Assessments \$ 291,600.00 \$ 186,113.70 \$ 477,713.70
Net Assessments \$ 274,104.00 \$ 174,946.88 \$ 449,050.88

ON ROLL ASSESSMENTS

							allocation in %	61.04%	38.96%	100.00%
							2022			
Date	Distribution	Gross Amount	Discount/ Penalty	Commission	Interest	Net Receipts	O&M Portion	Debt Service	Total	
11/14/24	11/01-11/01/24	\$ 370.91	\$ 19.47	\$ 7.03	\$ -	\$ 344.41	\$ 210.23	\$ 134.18	\$ 344.41	
11/26/24	11/01-11/15/24	42,049.80	1,682.05	807.35	-	39,560.40	24,147.96	15,412.44	39,560.40	
12/10/24	11/16-11/30/24	423,734.40	16,949.91	8,135.69	-	398,648.80	243,338.20	155,310.60	398,648.80	
12/20/24	12/01-12/15/24	5,131.80	162.96	99.38	-	4,869.46	2,972.35	1,897.11	4,869.46	
01/13/25	12/16-12/31/24	264.55	7.94	5.13	-	251.48	153.51	97.97	251.48	
01/25/25	interest	-	-	-	608.24	608.24	608.24	-	608.24	
02/12/25	01/01-01/31/25	900.00	18.00	17.64	-	864.36	527.61	336.75	864.36	
04/11/25	02/01-03/31/25	3,596.34	-	72.17	-	3,524.17	2,151.18	1,372.99	3,524.17	
04/18/25	interest	-	-	-	7.10	7.10	7.10	-	7.10	
06/13/25	05/01-05/31/25	1,665.90	(49.97)	34.32	-	1,681.55	1,026.43	655.12	1,681.55	
TOTAL		\$ 477,713.70	\$ 18,790.36	\$ 9,178.71	\$ 615.34	\$ 450,359.97	\$ 275,142.81	\$ 175,217.16	\$ 450,359.97	

100.00%	Percent Collected
\$ -	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Date Received	Name Developer/Bulider	Net Assessed	Net Receipts	O&M Portion	2022 Debt Service	Total
10/1/2024	KB Homes	\$ 42,176.82	\$ 42,176.82	\$ 42,176.82	\$ -	\$ 42,176.82
		\$ 54,017.33	\$ 42,176.82	\$ 42,176.82	\$ -	\$ 42,176.82

100.00%	Percent Collected
\$ -	Balance Remaining to Collect