



Rizzetta & Company

Deerbrook Community Development District

Board of Supervisors' Meeting September 9, 2025

**District Office:
5844 Old Pasco Road
Suite 100
Wesley Chapel, Florida 33544
813.994.1001**

www.deerbrookcdd.org

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

www.deerbrookcdd.org

Board of Supervisors	William Fife	Chairman
	Owen Buborick	Vice Chairman
	Candice Bain	Assistant Secretary
	John Blakley	Assistant Secretary
	Pete Williams	Assistant Secretary
District Manager	Lynn Hayes	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Kutak Rock
District Engineer	Brian Surak	Clearview Land Design

All Cellular phones and pagers must be turned off while in the meeting room.

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The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD, SUITE 100,
WESLEY CHAPEL, FL 33544

Board of Supervisors
Deerbrook Community
Development District

August 29, 2025

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Deerbrook Community Development District will be held on **Tuesday, September 9, 2025 at 5:00 p.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the final agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
 - A. Aquatic Report..... Tab 1
 - B. Field Services Landscape Inspection Report Tab 2
 - C. Landscape Contractor Report/Update
 - D. District Counsel
 - E. District Engineer
 - F. District Manager
 1. Presentation of District Manager Report Tab 3
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on August 12, 2025 Tab 4
 - B. Consideration of Operation & Maintenance Expenditures for July 2025 Tab 5
- 5. BUSINESS ITEMS**
 - A. Ratification of Rizzetta District Management Services Contract Tab 6
 - B. Ratification of Cooper Pools Agreement Tab 7
 - C. Ratification of Action Security Agreement (Under Separate Cover)
 - D. Ratification of Egis Renewal Proposal 2025-2026 Tab 8
 - E. Consideration of Proposals for Landscape Maintenance
 - F. Authorization to Provide Notice of Contract Award Letters To All Proposers and Execute Agreement with Top Ranked Proposer
 - G. Authorization to Terminate Current Agreement for Landscape Maintenance Services
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

Lynn Hayes

Lynn Hayes
District Manager

Tab 1



Deerbrook Community Development District Waterway Inspection Report

Reason for Inspection:

Quality Assurance

Inspection Date:

8/26/2025

Prepared for:

Deerbrook
Community Development District

Prepared by:

Jacob Adams, Project Manager and Biologist

www.AdvancedAquatic.com

lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621



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Site Assessments

Pond 100A

Comments:

Site Looks Good

Overall this pond looks good. A minor amount of grass clippings were observed around the shoreline perimeter. As grass clippings continue to be put in the pond we can expect that there may be increased algal growth as the grass clippings decompose in the water.



Pond 100B

Comments:

Site Looks Good

Pond 1 looks good. No current issues with algae, submersed weeds, or shoreline weeds. A minor amount of grass clippings were observed.



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Site Assessments

Pond 200

Comments:

Site Looks Good

Grass clippings were observed in this pond. No current issues were observed with algae, submersed weeds, or shoreline weeds.



Pond 300

Comments:

Site Looks Good

This pond looks great. No issues were observed with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.



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Site Assessments

Pond 400

Comments:

Site Looks Good

Pond 400 looks good. No issues were observed with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.



Pond 500

Comments:

Site Looks Good

A minor grass clippings were observed in the pond. No current issues were observed with algae or shoreline weeds. A minimal amount of Slender Spike Rush was observed in one of the corners of the pond and will be targeted for treatment during the upcoming visits.



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Site Assessments

Pond 600

Comments:

Normal Growth Observed

Planktonic algae was observed on this pond. It is likely due to the increased amount of nutrients in the pond from grass clippings being in the pond. No issues were observed with submersed weeds or shoreline weeds.



Pond 700

Comments:

Normal Growth Observed

Planktonic algae was observed on this pond. It is likely due to the increased amount of nutrients in the pond from grass clippings being in the pond. No issues were observed with submersed weeds or shoreline weeds.



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Site Assessments

Pond 800

Comments:

Site Looks Good

Pond 800 looks good. No issues were observed with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.



Pond 900

Comments:

Normal Growth Observed

Planktonic algae was observed on this pond. It is likely due to the increased amount of nutrients in the pond from grass clippings being in the pond. No issues were observed with submersed weeds or shoreline weeds.



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Site Assessments

Pond 1000

Comments:

Site Looks Good

No issues were observed on pond 1000 with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.



Pond 1100

Comments:

Site Looks Good

No issues were observed on pond 1100 with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond. Previous algae and Slender Spike Rush treatments have shown positive results.



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Site Assessments

Pond 1200

Comments:

Site Looks Good

Pond 1200 looks good. No issues were observed with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.



Pond 1300

Comments:

Site Looks Good

Pond 1300 looks good overall . No issues were observed with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.



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Site Assessments

Floodplain Pond

Comments:

Site Looks Good

Previous treatments on this pond have shown positive results as no issues were observed with Slender Spike Rush, Torpedograss, or algae. All three experienced new growth during the last inspection report and during this visit no issues were seen.



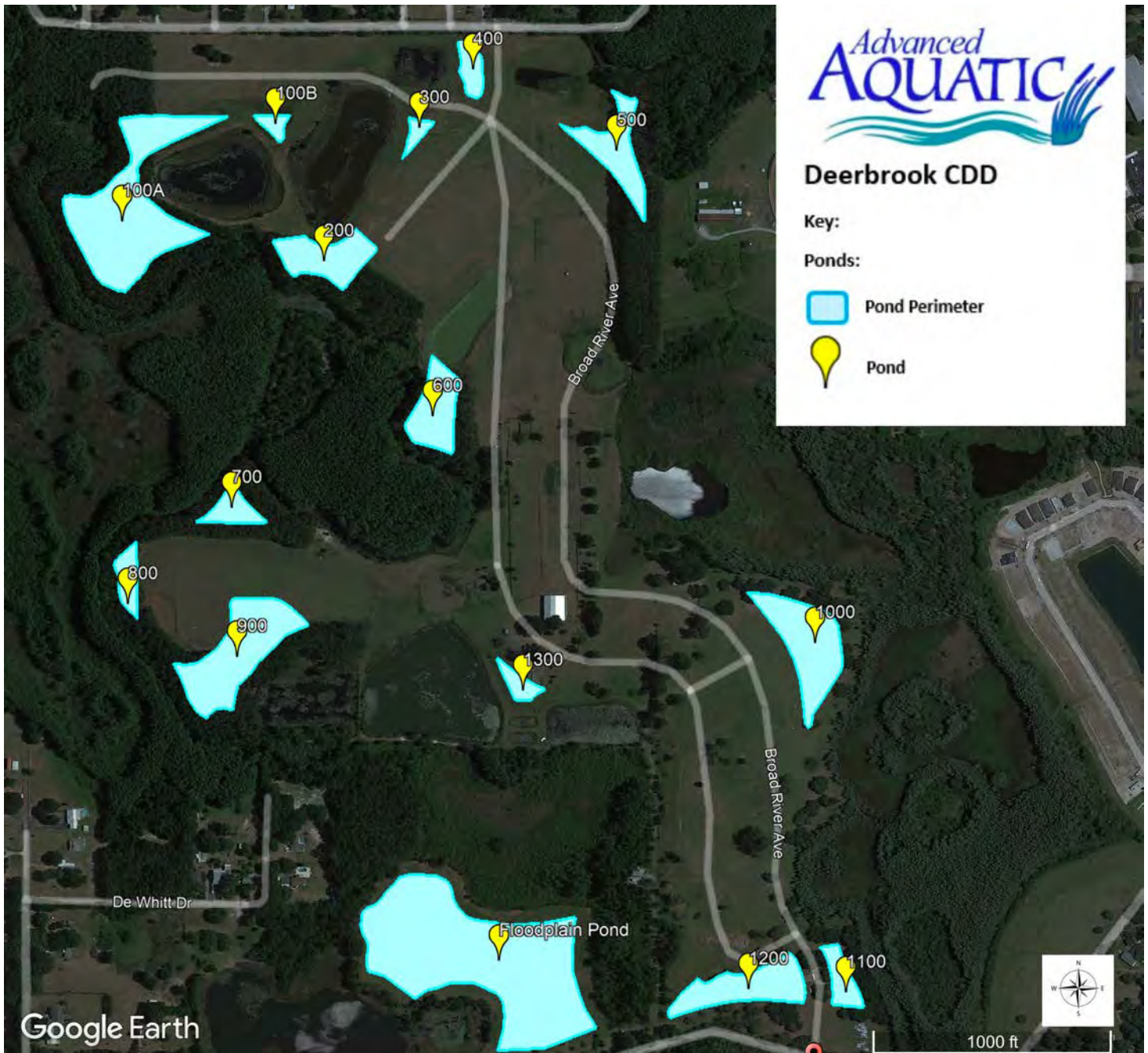
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Map



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Deerbrook Community Development District Quarterly Wetland Inspection Report

Reason for Inspection:

Quality Assurance

Inspection Date:

8/26/2025

Prepared for:

Deerbrook
Community Development District

Prepared by:

Jacob Adams, Project Manager and Biologist

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Wetland Inspection Report | Page 2

Site Assessments

Buffer 1

Comments:

Treatment In Progress

Signs of recent treatment for Dog Fennel, Caesar Weed, Thistle, and Rattlebox were observed. Minimal new growth was observed and outflow structure from the pond is clear to flow freely.



Buffer 2B&C

Comments:

Site Looks Good

This buffer was recently treated for Torpedograss, Dog Fennel, and Caesar Weed. Minimal new growth was observed. This site looks good overall.



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Wetland Inspection Report | Page 3

Site Assessments

Pond 3

Comments:

Requires Attention

New growth of Sesbania, Dog Fennel, Caesar Weed, and Rattlebox were observed in this buffer area. These will be targeted for treatment during the upcoming visit.



Buffer 4

Comments:

Requires Attention

New growth of Dog Fennel, Caesar Weed, and Rattlebox were observed in this buffer area. These will be targeted for treatment during the upcoming visit.



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Wetland Inspection Report | Page 4

Site Assessments

Buffer 5

Comments:

Requires Attention

Dog Fennel growth all around buffer 5 was observed. This will be targeted for treatment during the upcoming visit.



Buffer 6

Comments:

Requires Attention

Dog Fennel growth all around buffer 6 was observed. This will be targeted for treatment during the upcoming visit.



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Site Assessments

Buffer 7

Comments:

Normal Growth Observed

Previous treatments targeted Dog Fennel and positive results were observed. New growth of Dog Fennel was also observed and will be targeted for treatment during the upcoming visit.



Buffer 8

Comments:

Normal Growth Observed

Previous treatments targeted Dog Fennel, Caesar Weed, Vines, and Rattlebox. Positive results were observed on the previous treatment, and some new growth of Dog Fennel and Rattlebox were observed. These will be targeted for treatment.



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Site Assessments

Buffer 9

Comments:

Treatment In Progress

Previous treatments for Dog Fennel, Caesar Weed, Sesbania, and Thistle have shown positive results. Chinese Tallow and Rattlebox new growths were observed and will be targeted for treatment.



Buffer 10

Comments:

Site Looks Good

Dog Fennel, Thistle, and Caesar Weed were recently treated and positive results were observed. Minimal new growth was observed, and will be targeted during routine maintenance. Outflow from the pond is clear and can freely flow water through.



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Wetland Inspection Report | Page 7

Site Assessments

Buffer 11

Comments:

Site Looks Good

Caesar Weed, Rattlebox, Vines, and Dog Fennel were previously treated and positive results were observed. No current issues were observed as minimal to no new growth was observed.



Buffer 12

Comments:

Site Looks Good

This buffer area continues to look great with minimal to no new invasive growth. Any new invasive growth will be targeted for treatment during routine maintenance visits.



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Wetland Inspection Report | Page 8

Site Assessments

Buffer 13

Comments:

Site Looks Good

Previous treatments targeted Dog Fennel, Thistle, and Caesar Weed. Some new growth of Dog Fennel was observed and will be targeted for treatment.



Buffer 14A

Comments:

Normal Growth Observed

This buffer looks good, and is not being treated currently as it is part of the 14a/14b area that is to not be disturbed.



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Site Assessments

Buffer 14B

Comments:

Normal Growth Observed

This buffer looks good, and is not being treated currently as it is part of the 14a/14b area that is to not be disturbed.



Buffer 15A

Comments:

Normal Growth Observed

Previously treated Thistle and Dog Fennel were observed and showed positive results from treatment. Some new growth of Thistle and Caesar Weed was observed and will be targeted during routine maintenance.



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Site Assessments

Buffer 15B

Comments:

Normal Growth Observed

Dog Fennel, Caesar Weed, Thistle, and Rattlebox were previously treated. Dog Fennel growth was observed and will be targeted during the upcoming visit.



Buffer 16

Comments:

Normal Growth Observed

Dog Fennel growth and a minor amount of Caesar Weed were observed. These will be targeted for treatment during the upcoming visit. No other issues were observed.



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Site Assessments

Buffer 17

Comments:

Site Looks Good

The inflow structure on buffer 17 looks good and is clear of vegetation for water to flow freely. Torpedo grass was observed in the area.



Buffer 18

Comments:

Requires Attention

Mainly Caesar Weed and Dog Fennel growth was observed and will be targeted for treatment during the upcoming visit.



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Site Assessments

Buffer 19

Comments:

Requires Attention

Dog Fennel, Caesar Weed, Sesbania, and Rattlebox growth was observed. This invasive growth will be targeted for treatment during the upcoming visit.



Buffer 20

Comments:

Requires Attention

Sesbania, Dog Fennel, Brazilian Peppers, and other invasive species were observed. These will be targeted for treatment.



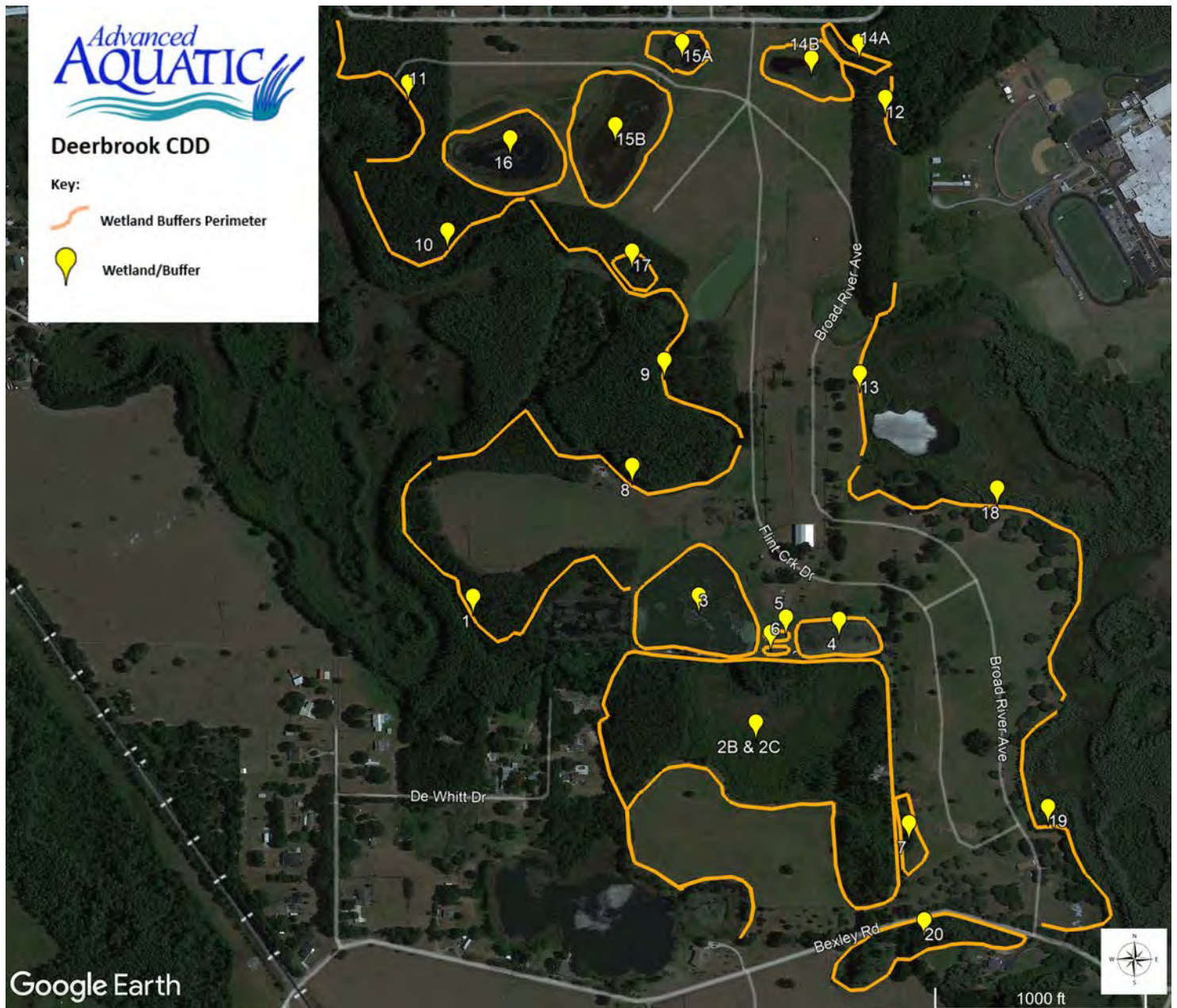
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Map



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Tab 2

DEERBROOK

LANDSCAPE INSPECTION REPORT



August 14, 2025

Rizzetta & Company

Amiee Brodeen – Landscape Specialist

Landscape Inspection Services



Rizzetta & Company
Professionals in Community Management

Summary, Causeway Blvd

General Updates, Recent & Upcoming Maintenance

- Redtree, please note that the weeds mentioned in my report are now at a stage where hand-pulling is required to properly address the issue.
- Please remember to pick up any trash or debris throughout the property. With ongoing construction in the area, there is an increased likelihood of scattered debris—be especially vigilant during each visit to maintain a clean and presentable site.

The following are action items for Juniper to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** is for Staff. **Bold underlined is either info or questions for the BOS.**

1. In the front bed on the west side, there is still some weedy growth present. Given that this will likely be an ongoing issue due to recent rainfall, please prioritize making the area around the Deerbrook sign the focal point and ensure it is maintained in immaculate condition. (Pic 1)



4. As you walk west along Causeway Blvd, instruct the crew to remove debris rather than mowing over it and leaving it behind. The turf is yellowing underneath. (Pic 4)



2. I am continuing to observe issues with the low-growing junipers. Please diagnose the cause, as these plants are sensitive to both “wet feet” and pests. (Pic 2>)
3. When mowing around tree rings, ensure that the mower output is directed away from the rings. I am noticing recurring turf debris accumulating in these areas, which potentially contributes to disease if not addressed.



Causeway Blvd, Magnolia Spring Way

5. Redtree, please diagnose what is going on with this Live Oak. It has several declining stems and appears to be under stress. Can you confirm how often the irrigation is running in this area? Also, check for any signs of girdling roots or other contributing factors. (Pic 5)

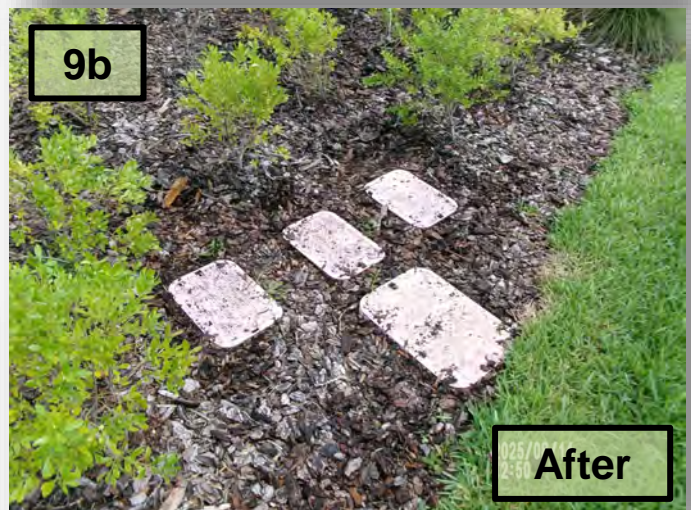


6. The crews are still not edging around the irrigation control boxes. These should all remain clearly visible, as this not only makes the irrigation technicians' work easier but also ensures they are more noticeable to the mowing crew. (Pic 6)



7. The broken glass bottle remains under the oak tree, despite being noted in my last report and reported as removed. Please clear it from the tree ring promptly before it becomes buried in the mulch and poses a safety risk to the irrigation technicians. (Pic 7>)

8. (Same area as Pic 7) Please remove the debris beneath the Japanese blueberry shrub to ensure the area is properly maintained.
9. Again, always clean the debris off all irrigation control boxes. (Pic 9a, 9b)



Magnolia Spring Way, Broad River Ave, Pond 100

10. This area was noted in my last report—while it was sprayed and the dead growth was left behind, it has since been cleaned up. However, the nutsedge still remains. Please continue treating, as it will likely require multiple applications. (Pic 10)



13. Along the preserve line, I noticed significant browning of plant material. Was this requested by the board? To my understanding, we are not to apply herbicide along any preserve lines. (Pic 13)



11. Ensure all crack weeds on the property are treated during every visit.

12. In the green space near the cul-de-sac of Broad River, there is a significant turf loss. Please continue monitoring, as the turf may recover with the recent rainstorms. (Pic 12)



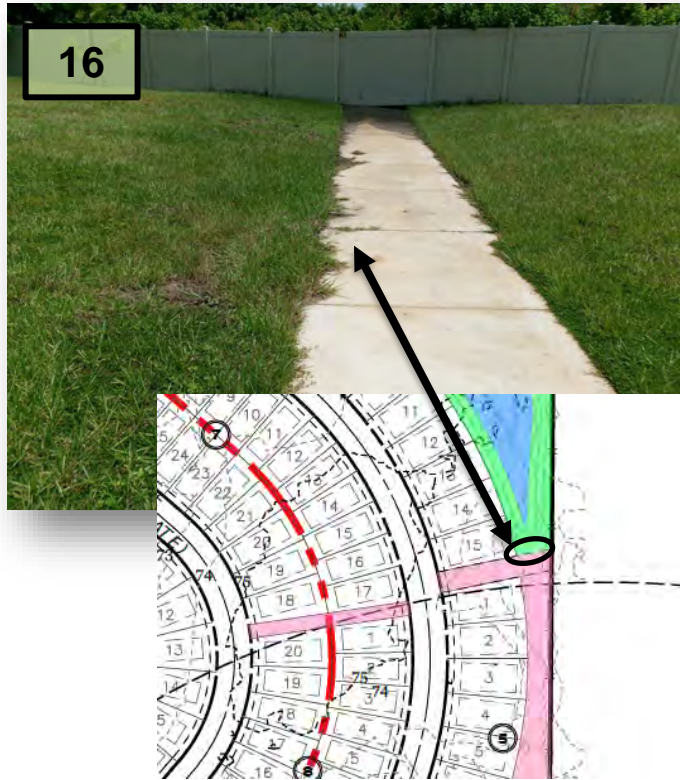
14. Pond 100 has trash floating along the banks. Can the aquatics team confirm this has been cleaned since my photos were taken?

15. In Pond 100, I am noticing a few areas showing signs of erosion. A whole piece of turf is falling into the pond. Has the aquatics team noted these, and is there a plan in place to prevent further erosion? (Pic 15)



Broad River Ave, Wisteria Loop

16. Driving east on Broad River Ave, the first community walkway has a section where the concrete path is edged properly—up until the last 20 feet. Please ensure the remaining portion is edged as well to maintain a consistent appearance along the entire walkway. **This was in my last report.** (Pic 16)



17. In the same area as above, I am unsure what is behind this fence, but water is flooding onto the concrete walkway on the CDD side. I will continue to monitor, as this may cause damage to our fencing. (Pic 17a, 17b>)



18. This invasive Brazilian peppertree needs to be trimmed away from the vinyl fencing. Please include this in the detailing work when time permits. (Pic 18)



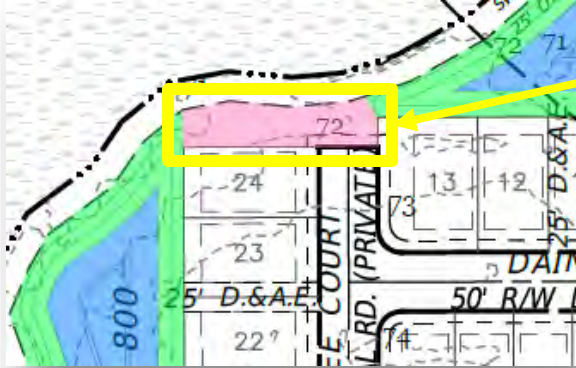
19. Along the vinyl fencing, there are 4–5 pine trees whose tree rings are completely covered in turf debris, causing the edges to be lost. Please adjust the mower angle to prevent this and edge the tree rings at the next detailing event. (Pic 19a>, 19b>)

20. At the dead end of Broad River Ave, large amounts of grass debris remain in the tree rings, making it difficult to see the edges. Please have the crew adjust mower direction away from the trunks and rake out the existing debris.



Daintree Ct, Holly Flats Rd

21. At the dead end of North Daintree Ct, there is a patch of landscape that is not being maintained. This may have been due to the newly constructed home to the left, but as construction is mostly complete, add this area back to the mowing schedule. (Pic 21>)



22. According to the maintenance exhibit, this area of tall grass should be included in the mowing schedule. The turf should be maintained up to the preserve line, not just the 4-foot strip along Holly Flats Rd. (Pic 22)



Proposals

1. Redtree, please provide a proposal to remove the dead palm located along Broad River Ave, in the park running east-west past the Pasco County utility area. (Pic 1)



Tab 3



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Regular Meeting:** October 28, 2025 @ 9:00 AM

**District
Manager's
Report**

September 9

2025

FINANCIAL SUMMARY

7/31/2025

General Fund Cash & Investment Balance: \$7,868

Debt Service Fund Investment Balance: \$769,668

Total Cash and Investment Balances: \$777,536

General Fund Expense Variance: \$56,602 Over Budget

Tab 4

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

**DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Deerbrook Community Development District was held on **Tuesday, August 12, 2025, at 9:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Owen Budorick	Board of Supervisors, Vice Chairman
William Fife	Board of Supervisors, Assistant Secretary
John Blakley	Board of Supervisors, Assistant Secretary
Pete Williams	Board of Supervisors, Assistant Secretary

Also present were:

Lynn Hayes	District Manager, Rizzetta & Company
Amiee Brodeen	LIS, Rizzetta & Company (via phone)
Jere Earlywine	District Counsel, Kutak Rock
Jake Sanders	IE, Clearview Land Design (via phone)
John Burkett	Representative, Red Tree Landscape
Jason Jaszak	Representative, Advanced Aquatic

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Hayes called the meeting to order at 9:01 a.m. and performed roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no members of the general audience in attendance.

THIRD ORDER OF BUSINESS

Staff Reports

A. Aquatic Report

Mr. Jasczak presented the Waterway Inspection and then the Quarterly Wetland Inspection Report.

B. Field Services Landscape Inspection Report

Ms. Brodeen presented her report to the Board of Supervisors on the call.

C. Landscape Contractor Report/Update

Mr. Burkett informed the Board of Supervisors that four ponds were not mowed due to wet conditions. Mr. Hayes advised Mr. Burkett to have RedTree provide an email update regarding any ponds that are not mowed due to wet conditions. Mr. Budorick commented to Mr. Burkett regarding wetland 14A, 14B, and Environmental Resource Permitting (Permit) with the District, that we will need to stop mowing the buffer as requested by South Florida Water Management District.

D. District Counsel

Mr. Earlywine discussed with the Board of Supervisors that the engineer with MKA International is doing a survey for all solar lights for the Deerbrook Community Development District and Hammock Oaks Community Development District. Mr. Earlywine will provide the contact information to Mr. Hayes of the engineer.

E. District Engineer

Mr. Sanders was present but had no report for the Board of Supervisors at this time.

F. District Manager

Mr. Hayes reviewed his report. He also reminded the Board of Supervisors that the next regular meeting is scheduled for September 9, 2025 at 5:00 p.m. and at this meeting the Request for Proposal (RFP) for the Landscape & Irrigation Evaluation, Ranking, and selection is scheduled to be completed. Mr. Hayes informed the Board of Supervisors that we received the 2nd quarter website site compliance report, and the district passed all ADA Website Accessibility and Florida Statue 189.069 requirements.

FOURTH ORDER OF BUSINESS

**Consideration of Minutes of the
Board of Supervisors Meeting
held on July 8, 2025**

On a motion from Mr. Williams, seconded by Mr. Budorick with all in favor, the Board of Supervisors approved the July 8, 2025, regular meeting minutes as presented for the Deerbrook Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration Operation and Maintenance
Expenditures for June 2025**

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
August 12, 2025 - Minutes of Meeting
Page 3

94 Mr. Hayes reviewed the June 2025 operation and maintenance
95 expenditures with the Board of Supervisors and asked if there were any questions.
96 There were none.
97

On a Motion by Mr. Williams, seconded by Mr. Fife with all in favor, The Board of Supervisors ratified the Operation and Maintenance Expenditures for the month of June 2025 (\$78,434.48) for the Deerbrook Community Development District.

98
99
100 **SIXTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year 2025/2026
Final Budget**

101
102
103 On a motion from Mr. Williams, seconded by Mr. Fife with all in favor, the Board of Supervisors Opened the Public Hearing on the Fiscal Year 2025/2026 Final Proposed Budget for the Deerbrook Community Development District.

104
105 Ms. Mosley questions about Debt Service & Operation & Maintenance Assessment.
106 Mr. Earlywine and Mr. Hayes addressed the questions. Additionally, trash and plastic bottles
107 and food containers going into the pond. Mr. Budorick addressed the issue. Kolter reduced
108 Landscape & Irrigation Maintenance Fiscal Year 2025/2026 Budget expenditure in the
109 amount of (\$50,000.00). Mr. Hayes reviewed the updated assessments for each lot size.
110 The Board of Supervisors brought up and discussed the Security Systems Flock Agreement
111 under separate cover.
112

On a motion from Mr. Williams, seconded by Mr. Fife with all in favor, the Board of Supervisors approved increase \$5,500.00 on the Flock Group, Inc security services contract with the installation to \$1,500.00 and authorize the Vice Chairman to execute if the total amount fits within the Fiscal Year 2025/2026 Budget for the Deerbrook Community Development District.

113
114 On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors Closed the Public Hearing on the Fiscal Year 2025/2026 Final Proposed Budget for the Deerbrook Community Development District.

115
116
117 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution
2025-07; Approving Fiscal Year
2025-2026 Final Budget**

118
119
120
121 Mr. Hayes presented Resolution 2025-07 to the Board of Supervisors
122

On a motion from Mr. Williams, seconded by Mr. Fife with all in favor, the Board of Supervisors adopted Resolution 2025-07 Approving Fiscal Year 2025-2026 Final Budget for the Deerbrook Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2025-2026 Deficit
Funding Agreement**

On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors approved the Fiscal Year 2025-2026 Deficit Funding Agreement between SK Deerbrook, LLC and the Deerbrook Community Development District for the Deerbrook Community Development District.

NINTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2025/2026 Assessments**

On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors Opened the Public Hearing on the Fiscal Year 2025/2026 Assessments for the Deerbrook Community Development District.

On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors Closed the Public Hearing on the Fiscal Year 2025/2026 Assessments for the Deerbrook Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-08;
Levying O&M Assessments for Fiscal Year
2025/2026**

On a motion from Mr. Williams, seconded by Mr. Fife with all in favor, the Board of Supervisors adopted Resolution 2025-08 Levying Operations & Maintenance Assessments for Fiscal Year 2025-2026 for the Deerbrook Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-09
Setting the Fiscal Year 2025-2026
Meeting Schedule**

On a motion from Mr. Williams, seconded by Mr. Budorick with all in favor, the Board of Supervisors adopted Resolution 2025-09 for Setting the Fiscal Year 2025-2026 Meeting Schedule for the Deerbrook Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of 2024-2025 Goals
& Objectives Report**

Mr. Hayes presented the 2024/2025 Goals & Objectives Report to the Board of

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
August 12, 2025 - Minutes of Meeting
Page 5

Supervisors and explained that this report is for the Board Performance Measures/Standards and is the Annual Report form for Fiscal Year 2024/2025 based on House Bill 7013 law requirements that all Community Development District Boards must complete annually.

On a motion from Mr. Fife, seconded by Mr. Williams with all in favor, the Board of Supervisors approved the 2024-2025 Goals & Objectives Report for the Deerbrook Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Cooper Pools
Commercial Pool Service Agreement**

On a motion from Mr. Williams, seconded by Mr. Fife with all in favor, the Board of Supervisors approved Cooper Service Agreement in the amount of \$1,500 per month for 3 visits per week (Monday, Wednesday, Friday) after District Counsel has prepared the final form agreement and authorize Chair to execute the agreement for the Deerbrook Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Audience Comment and Supervisor
Requests**

There were no audience comments. There were no supervisor comments .

On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors Redesignated Officers of the District and by making William Fife the Chairman and making Candice Bain an Assistant Secretary and authorize District Counsel to prepare the Redesignated Officers resolution for the Deerbrook Community Development District.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors adjourned the meeting at 10:01 a.m. for Deerbrook Community Development District.

Assistant Secretary

Chairman / Vice-Chairman

Tab 5

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

www.deerbrookcdd.org

Operation and Maintenance Expenditures

July 2025

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2025 through July 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$15,705.27**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Deerbrook Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
HV Solar Lighting, LLC	300046	458	Solar Street Lights 07/25	\$ 7,150.00
Rizzetta & Company, Inc.	300045	INV0000100519	District Management Fees 07/25	\$ 5,536.67
Rizzetta & Company, Inc.	300048	INV0000100983	Mass Mailing 07/25	\$ 356.90
SentriForce	300047	74319	Monthly Security Services 07/25	\$ 2,360.00
The Observer Group, Inc.	300049	25-01446P	Legal Advertising 07/25	\$ 196.88
Withlacoochee River Electric Cooperative, Inc.	20250718-01	2290304 06/25 ACH	7177 Beaverhead Ln 06/25	<u>\$ 104.82</u>
Report Total				<u>\$ 15,705.27</u>

HV Solar Lighting, LLC

35 Joyce Lane
Woodbury, NY 11797

Invoice

Date	Invoice #
7/1/2025	458

Bill To
Deerbrook CDD 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Ship To
Deerbrook CDD 3434 Colwell Avenue Suite 200 Tampa, FL 33614

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
July 2025 monthly...	on the 1st of each mo...		6/24/2025				
Quantity	Item Code	Description			U/M	Price Each	Amount
56	Deerbrook	Deerbrook Phase 1				55.00	3,080.00
74	Deerbrook	Deerbrook Phase 2				55.00	4,070.00
		July 2025 monthly billing					

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
7/2/2025	INV0000100519

Bill To:

Deerbrook CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
July	Upon Receipt	00624

[illegible]

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
7/21/2025	INV0000100983

Bill To:

Deerbrook CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

RECEIVED
07/21/25

Services for the month of	Terms	Client Number
July	Upon Receipt	00624

[illegible]

Invoice

SentriForce
6210 Rothway St.
Suite 100
Houston, TX 77040

Billing Address

Deerbrook CDD
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Date	Invoice #	Terms	Rep	Due Date
7/1/2025	74319	Net 30		7/31/2025

Item	Description	Qty	Rate	Serviced	Amount
RAPDZ	DUAL ZONE DETECTION UNIT	2	1,000.00	7/1/2025	2,000.00
	LOCATION: 7400 Broad River Ave Land O Lakes Fl 34638				
RAPTOR Solar	Solar Power Pack Kit with Battery and Solar Panel	2	180.00	7/1/2025	360.00

RECEIVED
07/01/2025

Monthly Security Invoice	Sales Tax (0.0%)	\$0.00
	Total	\$2,360.00
	Payments/Credits	\$0.00
	Balance Due	\$2,360.00

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-01446P

Date 07/18/2025

Attn:
Deerbrook CDD - Rizzetta
3434 COLWELL AVENUE SUITE 200
TAMPA FL 33614

RECEIVED
07/17/25

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 25-01446P Request for Proposals RE: Deerbrook Request for Proposals for Landscape & Irrigation Maintenance Published: 7/18/2025	\$196.88
--	----------

Important Message

Please include our Serial #
on your check

Pay by credit card online:
[https://legals.
businessobserverfl.
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

Total

\$196.88

Payment is expected within 30 days of the
first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Serial Number
25-01446P

Business Observer

Published Weekly
New Port Richey, Pasco County, Florida

COUNTY OF PASCO

STATE OF FLORIDA

Before the undersigned authority personally appeared Cyndi Gustafson who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey, Pasco County, Florida; that the attached copy of advertisement,

being a Request for Proposals

in the matter of Deerbrook Request for Proposals for Landscape & Irrigation Maintenance

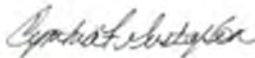
in the Court, was published in said newspaper by print in the

See Attached

issues of 7/18/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

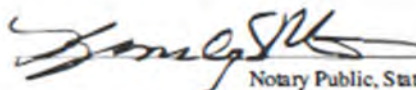


Cyndi Gustafson

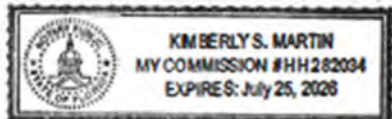
Sworn to and subscribed, and personally appeared by physical presence before me,

18th day of July, 2025 A.D.

by Cyndi Gustafson who is personally known to me.



Notary Public, State of Florida
(SEAL)





Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Account Number **2290304** Cycle **03**
Meter Number **71428133**
Customer Number **20165009**
Customer Name **DEERBROOK CDD**

Bill Date **07/07/2025**
Amount Due **104.82**
Current Charges Due **07/28/2025**

District Office Serving You
Bayonet Point

See Reverse Side For More Information

Service Address **7177 BEAVERHEAD LN**
Service Description **WELL**
Service Classification **General Service Non-Demand**

ELECTRIC SERVICE

From	To						
Date	Reading	Date	Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
06/02	53800	07/01	54401				601

Comparative Usage Information
Average kWh

Period	Days	Per Day
Jul 2025	29	21
Jun 2025	32	18
Jul 2024	28	17

BILLS ARE DUE
WHEN RENDERED
A 1.5 percent, but not less than \$5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.



2 0 1 6 5 0 0 9

You have 24-hour access to manage your account on-line through Smarhub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

Previous Balance **102.46**
Payment **102.46CR**
Balance Forward **0.00**

Customer Charge **39.16**
Energy Charge 601 KWH @ 0.06090 **36.60**
Fuel Adjustment 601 KWH @ 0.04400 **26.44**
FL Gross Receipts Tax **2.62**

Total Current Charges **104.82**
Total Due **E.F.T.** **104.82**

RECEIVED
07/08/2025



Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Please **Detach and Return** This Portion With
Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 07/07/2025

District: BP03

Use above space for address change ONLY.

2290304 **BP03**
DEERBROOK CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Electronic Funds Transfer on or after 07/18/2025
TOTAL CHARGES DUE **104.82**
DO NOT PAY

000229030400001048200001048205

Tab 6

CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

DATE: October 1, 2025

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District Manager**")

AND: **DEERBROOK COMMUNITY DEVELOPMENT DISTRICT**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. Additionally, this Contract consolidates all services provided by District Manager including continuing disclosure and technology services. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract. This Contract constitutes the entire understanding between the Parties and supersedes all prior Contracts, which are hereby terminated and of no further effect.

A. STANDARD ON-GOING SERVICES. The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



Rizzetta & Company

MJJ 051424

- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
- v. **Continuing Disclosure** – serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.
- vi. **Website Management** – services associated with managing the content of the District's website in compliance with Chapter 189.069, Florida Statutes.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;



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- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

IV. **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

V. **TERM.** The District Manager's services as provided in this Contract shall commence on October 1, 2025. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VI. **FEES AND EXPENSES; PAYMENT TERMS.**

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services



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provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.

- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.



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- iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- IX. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.
- X. **RESPONSIBILITIES.**
 - A. **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 District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
 - B. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- XI. **TERMINATION.** This Contract may be terminated as follows:
 - A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager



Rizzetta & Company

MJJ 051424

electronically at the address noted herein.

- B. By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.
- C. By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- F. The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager's activities and work pursuant to the Contract within twenty-four hours (24) hours.



Rizzetta & Company

MJJ 051424

- G. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents 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 District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

DISTRICT MANAGER INDEMNIFICATION. The District 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 arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District 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 District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

- B. **SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** 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. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- XIV. **WAIVER OF DAMAGES.** The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the



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scope of this Agreement. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.

XV. INSURANCE.

- A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B. The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v. Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such



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endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.

- E. If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

- XVI. **ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.

- XVII. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District 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. District Manager acknowledges that District Manager is the designated public records custodian for the District ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) 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 and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 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 the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District 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 the District Manager, the District 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.

IF THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.



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

If to the District: Deerbrook Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, FL 32301
Attn: District Counsel

If to the District Manager: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

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

- XIX. **EFFECTIVE DATE.** This Contract shall become effective on October 1, 2025 and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XX. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XXI. **AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXII. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely



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responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.

- XXIII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.
- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXVI. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- XXVII. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
- A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - B.** If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as



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required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.

- C. If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.

XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

XXIV. FORCE MAJEURE. The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXV. DISCLOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

(Remainder of this page is left blank intentionally)



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Therefore, the District Manager and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: William J. Rizzetta
PRINTED NAME: William J. Rizzetta
TITLE: President
DATE: Aug 6, 2025

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

BY: _____
PRINTED NAME: _____
TITLE: Chairman/Vice Chairman
DATE: _____

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Fees
- Exhibit C – Municipal Advisor Disclaimer
- Exhibit D – Public Records Request Policy
- Exhibit E – Human Trafficking Affidavit



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EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services shall 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:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



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15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 16. Provide for submitting the regular meeting schedule of the Board to County.
 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 24. Provide for instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



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- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.



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- c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

- 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals



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d) Verify allowable expenses per Bond Indenture Agreements such as:

- (1) Contract Assignment
- (2) Acquisition Agreement
- (3) Project Construction and Completion Agreement

3. 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 and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. 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.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.



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3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
 4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
 2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
 3. Verify assessments on platted lots, commercial properties or other assessable lands.
 4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
 5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

CONTINUING DISCLOSURE:

- A. Dissemination Agent:
1. Serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.

WEBSITE MANAGEMENT:

- A. Website Management:
1. Consultant shall manage the content of the website in compliance with Chapter 189.069, Florida Statutes. Consultant shall maintain the domain for the District. Consultant shall provide the website maintenance provider with documents and



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updated content as required in accordance with Chapter 189.0069 Florida Statutes.

Required Website Content: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites are required to include and make available the following information or documents, which requirements may be changed from time to time. Changes to the requirements may be subject to additional fees:

- a. The full legal name of the special district.
- b. The public purpose of the special district.
- c. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- f. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.
- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- k. The budget of the special district and any amendments thereto in accordance with s. 189.016.
- l. Tentative budgets shall be posted at least two (2) days before the budget hearing and remain on District website for forty-five (45) days.
- m. Final adopted budgets shall be posted within thirty (30) days after adoption and remain on District website for two (2) years.
- n. Budget amendments shall be posted within five (5) days after adoption and remain on District website for two (2) years.
- o. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district or a link to the District's most recent final, complete audit report on the Auditor General's website.
- p. A listing of the District's regularly scheduled public meetings as required by s. 189.015(1).
- q. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- r. At least seven (7) days before each meeting or workshop, the agenda of the event. The information must remain on the website for at least one (1) year after the event.



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ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;
 - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
 - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
2. Bond Validation;
 - a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
 - b) Provide expert testimony at bond validation hearing in circuit court.
3. Certifications and Closing Documents;
 - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;



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- I. Continuing Disclosure/Representative/Agent;
- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.



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EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$1,874.58	\$22,495
Administrative:	\$374.92	\$4,499
Accounting:	\$1,713.92	\$20,567
Financial & Revenue Collections:	\$321.33	\$3,856
Assessment Roll ⁽¹⁾		\$5,356
Continuing Disclosure:	\$416.67	\$5,000
Website Management:	\$110.00	\$1,320
Total Standard On-Going Services:	\$4,811.42	\$63,093

(1) Assessment Roll is to be paid in one lump-sum upon completion.



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ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 400
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 400
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two-Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Bond Amortization Schedules	Per Occurrence	\$ 600
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00



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LITIGATION SUPPORT SERVICES:

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Controller	\$ 350.00
Regional District Manager	\$ 300.00
Accounting Director	\$ 300.00
Finance Manager	\$ 300.00
Senior District Manager	\$ 275.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Business Development Manager	\$ 250.00
Landscape Inspection Services Manager	\$ 250.00
Financial Analyst	\$ 250.00
Senior Accountant	\$ 225.00
Landscape Specialist	\$ 200.00
Administrative Support Manager	\$ 200.00
Senior Financial Associate	\$ 200.00
Senior Administrative Assistant	\$ 200.00
Staff Accountant II	\$ 200.00
District Coordinator	\$ 175.00
Administrative Assistant II	\$ 150.00
District Compliance Associate	\$ 150.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00
Client Relations Specialist	\$ 100.00



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EXHIBIT C
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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EXHIBIT D

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



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6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



EXHIBIT E

Nongovernmental Entity
Human Trafficking Affidavit
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

Rizzetta & Company, Incorporated, a
Florida Corporation

By: William J. Rizzetta
Name: William J. Rizzetta
Title: President



Rizzetta & Company

MJJ 051424

2025-10-01 - Deerbrook CDD - Contract for District Management Services (consolidated)

Final Audit Report

2025-08-06

Created:	2025-08-06
By:	Scott Brizendine (sbrizendine@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzyTtHzSH_UnkXBo1bMlqRnRPCqdbqqS8

"2025-10-01 - Deerbrook CDD - Contract for District Management Services (consolidated)" History

-  Document created by Scott Brizendine (sbrizendine@rizzetta.com)
2025-08-06 - 1:09:43 AM GMT
-  Document emailed to Bill Rizzetta (brizzetta@rizzetta.com) for signature
2025-08-06 - 1:09:49 AM GMT
-  Email viewed by Bill Rizzetta (brizzetta@rizzetta.com)
2025-08-06 - 1:10:09 AM GMT
-  Document e-signed by Bill Rizzetta (brizzetta@rizzetta.com)
Signature Date: 2025-08-06 - 12:02:44 PM GMT - Time Source: server
-  Agreement completed.
2025-08-06 - 12:02:44 PM GMT

Tab 7

AGREEMENT FOR POOL MAINTENANCE SERVICES

This “**Agreement**” is by and between: Deerbrook Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 3434 Colwell Ave, Suite 200, Tampa, Florida 33614 (“**District**”), and Cooper Pools Inc (“**Contractor**”) with an address of 4740 B Allen Road, Zephyrhills, Florida 33541 and is dated August 13th, 2025:

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the date first written above.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the “**Services**” outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
3. **TERM.** Contractor shall provide the Services beginning upon the full execution of this Agreement and continue through September 30, 2026, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1, 2026 (i.e., based on the District’s fiscal year), unless terminated pursuant to the terms herein.
4. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
5. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Notwithstanding the immediately preceding sentence, the District shall give the Contractor a reasonable amount of time to perform said repairs if the materials required are not available in time for the Contractor to complete such repairs within a 24-hour period. Any such repairs shall be at Contractor’s sole expense, unless otherwise agreed in writing by the District.
6. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor’s actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
7. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The Contractor 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. The District, and its staff and Board Supervisors, shall be considered Additional Insureds under the insurance set forth in **Exhibit B**.
8. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
9. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 14 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

10. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

11. **ATTORNEY'S FEES.** 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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.

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

14. **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

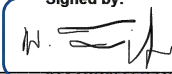
15. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

[Signature blocks on the following page]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

DEERBOOK COMMUNITY DEVELOPMENT DISTRICT

COOPER POOLS INC

Signed by:

By: Bill Fife
Its: Chairperson, Board of Supervisors


By: _____
Its: _____

- Exhibit A: Proposal
- Exhibit B: Insurance Certificate with Endorsements

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

DEERBOOK COMMUNITY DEVELOPMENT DISTRICT

COOPER POOLS INC

Signed by: 
By: Bill Fife
Its: Chairperson, Board of Supervisors

By: Theresa A Bonnell
Its: Executive Assistant

- Exhibit A: Proposal
- Exhibit B: Insurance Certificate with Endorsements

Exhibit A: Proposal

SERVICE TO BE PROVIDED: COMMERCIAL POOL SERVICE

On each day of service at the pool, the following will be performed by a pool cleaning technician as necessary:

1. Tile will be cleaned as needed.
2. Surface will be skimmed, and floating debris will be removed.
3. Walls and floor will be brushed as necessary to remove algae.
4. Water chemistry will be checked and brought into proper balance.
5. Strainer baskets will be emptied, as necessary.
6. Filters will be cleaned as necessary to insure proper filtration of pool.
7. Pool floor will be netted to remove debris and vacuumed as needed.
8. Equipment will be inspected, and any necessary repairs will be reported to the management company and referred to the repair department for repair by a licensed service repair technician.

CONTRACTOR will provide chlorine, muriatic acid or soda ash to maintain pH, sodium bicarbonate to maintain Total Alkalinity, Cyanuric Acid to stabilize and calcium chloride to maintain Calcium level. Special chemical additives such as Algaecides or Sequestering Agents may be added as necessary at additional **cost to the customer**.

RATE for Commercial Service will be
\$1500 per month for _3_ visits-per-week (M,W,F)

As a point of clarification, Contractor represents that the scope of services outlined above is sufficient to ensure that the pool will be operated and maintained in accordance with Florida law, including but not limited to Chapter 64E-9, Florida Administrative Code.

Exhibit B: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2025

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.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or 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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 707 Pennsylvania Ave Ste 1300 Altamonte Springs FL 32701	CONTACT NAME: PHONE (A/C, No, Ext): 321-397-3870 E-MAIL ADDRESS: CertRequests@ajg.com FAX (A/C, No): 321-397-3888
INSURED Cooper Pools, Inc. Cooper Pool Remodeling & Resurfacing Inc. Cooper Pools Leak Detection Inc. 4850 Allen Rd #13 Zephyrhills FL 33541	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Partners Insurance Company INSURER B: Amerisure Insurance Company INSURER C: Markel Insurance Company INSURER D: Scottsdale Indemnity Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 824534995**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pool Pop Up GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL21168150401	2/18/2025	2/18/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA21168160405	2/18/2025	2/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXS4050505	4/24/2025	2/18/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	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 <input checked="" type="checkbox"/> N	N/A	MWC008154611	6/30/2025	6/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Deerbrook Community Development District Amenity Center
7177 Beaverhead Lane
Land O' Lakes, FL 34638

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

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Tab 8



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Deerbrook Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Deerbrook Community Development District
c/o Rizzetta & Company 3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125944

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$56,375
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$564

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

Description

Forgery and Alteration

Limit

Not Included

Deductible

Not Included

Theft, Disappearance or Destruction

Not Included

Not Included

Computer Fraud including Funds Transfer Fraud

Not Included

Not Included

Employee Dishonesty, including faithful performance, per loss

Not Included

Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability		
Property Damage		
Crisis Management Services	\$250,000	

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate
Fraudulent Instruction: \$25,000



PREMIUM SUMMARY

Deerbrook Community Development District
c/o Rizzetta & Company 3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125944

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$564
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,032
Public Officials and Employment Practices Liability	\$2,480
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$6,076

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

Optional Additional Coverage: \$100,000 in Crime Coverage would result in an additional premium of \$500.



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2025, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Deerbrook Community Development District

(Name of Local Governmental Entity)

By: Bill Fife (Aug 29, 2025 11:43:34 EDT)
Signature

Print Name

Witness By: Lynn Hayes
Signature

Lynn Hayes
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2025

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Deerbrook Community Development District
c/o Rizzetta & Company 3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<input checked="" type="checkbox"/>	Building and Content TIV	\$56,375	As per schedule attached
<input type="checkbox"/>	Inland Marine	Not Included	
<input type="checkbox"/>	Auto Physical Damage	Not Included	

Signature:  Date: _____
Bill Fife (Aug 29, 2025 11:43:34 EDT)

Name: _____

Title: _____



Deerbrook Community Development District

Policy No.: 100125944
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Roof Shape	Address	Const Type	Term Date	Contents Value		
		Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
1	6' PVC Fence		2025	10/01/2025	\$56,375		\$56,375
	7436 Broad River Ave			10/01/2026			
	Land O' Lakes FL 34638						
			Total:	Building Value \$56,375		Contents Value \$0	Insured Value \$56,375

Sign: _____

Print Name: _____

Date: _____






Proposal.FIA.PKG.Deerbrook

Final Audit Report

2025-08-29

Created:	2025-08-29
By:	Diana Kronick (dkronick@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8T0ZQDpuipJPXUVM6wPKnggdE3ZCgoVx

"Proposal.FIA.PKG.Deerbrook" History

-  Document created by Diana Kronick (dkronick@rizzetta.com)
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-  Document emailed to Bill Fife (wfife@brookfieldkolter.com) for signature
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-  Email viewed by Bill Fife (wfife@brookfieldkolter.com)
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-  Document e-signed by Bill Fife (wfife@brookfieldkolter.com)
Signature Date: 2025-08-29 - 3:43:34 PM GMT - Time Source: server
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