

MINUTES OF MEETING WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Willow Creek Community Development District was held on Tuesday, January 14, 2025, at 1:00 p.m. at the Willow Creek Amenity Center, 1756 Pecorino Court, Titusville, Florida

Present and constituting a quorum were:

Steve McConn
Stephen White
Jeff Myers

Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Andressa Hinz Philippi
Rich Hans
Nicole Corbin
Rodney Honeycutt
Jennifer Kilinski
Patrick Collins
Several residents

District Manager
Governmental Management Services (by phone)
Governmental Management Services
District Engineer
District Counsel (by phone)
District Counsel (by phone)
(In person / by phone)

FIRST ORDER OF BUSINESS

Roll Call

Ms. Hinz Philippi called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Organizational Matters

- A. Consideration of Appointment of Supervisor to Unexpired Term(s) of Office – Seat #5 (11/2028)**
- B. Oath of Office for Newly Elected Supervisor(s)**
- C. Election of Officer(s)**

Ms. Hinz Philippi: The next item would be organizational matters, we have seat #5 that is an open seat right now, so if the Board has anyone to appoint at this time we can do that.

Mr. McConn: We can talk about that at the next meeting.

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Ms. Hinz Philippi: Alright, so we will table organizational matters to the next meeting.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 12, 2024 Meeting

Ms. Hinz Philippi: The next item would be approval of the minutes of the November 12, 2024 meeting and that's on page 4. If you have any additions, deletions or corrections, please let me know, if not, I would need a motion to approve.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, the Minutes of the November 12, 2023 Meeting were approved.

FOURTH ORDER OF BUSINESS

Consideration of:

- A. Amended Master Engineer's Report**
- B. Second Amendment to Amended Master Assessment Methodology for Willow Creek Community Development District**
- C. Interlocal Agreement between Willow Creek Community Development District and Willow Creek II Community Development District**
- D. Amenity Property to Willow Creek II**

Ms. Hinz Philippi: The next item would be for consideration, and we have a couple of items so maybe we can do, no let's just do them individually, so we have the amended master engineer's report, and that is from Rodney and if you guys have any questions and that is for the division of Willow Creek I and II. So, probably we can explain them together if Jennifer wants to jump in but, the master engineer's report is for change in the boundaries, and the second amendment to the master assessment methodology for Willow Creek is also because we are creating Willow Creek II. Then also the interlocal agreement between Willow Creek I and II so we have the community as a whole. Then item D, the amenity property for Willow Creek II. So, let's do this for A, B, C and D, and I don't know if you have any questions for Rodney about the boundaries of the District or Jennifer do you want to give a brief explanation for those 4 items?

Ms. Kilinski: Sure, yes, and thank you Andressa for giving an overview for A, B, C, and D, they all do relate to one another. This District has been around for almost 20 years and it had a transition in ownership a few years ago and a fairly significant change in development plan. The CDD, just as reminder, is really just a jurisdictional boundary, it

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doesn't connote ownership or anything else, it really connotes a jurisdiction just like a city or county and splitting these two essentially communities into CDD I and CDD II, the net results for residents in CDD I articulated in part in these documents. So, the first one is the amended master engineer's report and Rodney obviously can answer any questions but, the idea there is really it's just shrinking the capital improvement plan. When the District was created, it was created for the specific and special purpose of financing, acquiring, operating and maintaining certain public infrastructure and the District has issued bonds and constructed several portions of the capital improvement plan. This master engineer's report has been amended to contract and make smaller the overall capital improvement plan based on what has actually been delivered. So, the net results to residents is, you will not see any more debt assessment which is that long term bond assessment on your property, it's been trumped down, the project has essentially been declared completed in the engineers report now reflects the 324 units in CDD I, it's just talks about now the capital improvements have been completed. The second one is the amendment to the amended master assessment methodology which again directly ties back to that engineers report. This methodology again has been again contracted to show that the assessments and the debt that were anticipated to construct all those public improvements within CDD I have been done, the assessments have been levied, it got bonds issued that are tied to that methodology and the project is complete. So, it's not anticipated that any time in the near future that this District would see additional long term bond assessments. Those are really the debt assessment portions of the story, and we definitely want to get into any detail that the Board members may have on those items but, then the third item is an interlocal agreement between Willow Creek I and Willow Creek II, and we have several Districts that have interlocal agreements and this District has had an interlocal agreement with Brevard County for purposes of certain bonding requirements and city obligations on delivery as part of the capital improvement plan, so it really just means it's an agreement between two governmental entities. What this interlocal agreement provides is from a structural standpoint, both CDD I and CDD II will act as an integrated community, and the benefit of doing that is that CDD I existing residents will not see any change in service, their ability to access amenity facilities or ability to access ponds or roadways or anything else, so you're going to see no change. There also won't

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be any changes anticipated for your assessments because you're going to have the same number of units contributing to the same improvements as always was the case, it's really just a procedural jurisdictional boundaries, and this interlocal agreement provides for the way in which all of the Districts combined, plural, operation and maintenance of those facilities are going to happen on a forward going basis, and it's subject to amendments and those kinds of things from time to time but, it's tying the two Districts together to make it still feel in every way shape and form like an interrelated community, and that's always been the goal. The fourth item again related to all the things we talked about before, the amenity property is anticipated to be conveyed from CDD I to CDD II, and why, well the main purpose is that it was always anticipated to be a CDD facility financed with tax exempt bonds, and because CDD I, you don't want any more assessments to CDD I, CDD I has already gotten its debt assessments, we don't want to drive up any other costs on CDD I residents. The property left to be encumbered by debt is in CDD II, or the idea is to have everybody that's in CDD II pay more or less the same amount of assessments that CDD I paid, and so the amenity property being transferred to CDD II will allow that fee structure that was always intended to happen but, again, it's not going to change and it cannot, with this interlocal agreement which will be validated by the court, it cannot change your CDD I ability to access the amenity in any way, shape or form, and practically speaking no one will see change, it's really just that financing goal for tax exempt bonds. So, I know that's a lot of what can be complicated subject matter but, I thought it was worth giving that high level overview so as the Board starts taking action on these reports, you understand the concept in which they sit based on the boundary amendment that was completed in November, 2024.

Ms. Hinz Philippi: Ok.

Ms. Kilinski: Are there any questions on any of this?

Ms. Hinz Philippi: No, questions Jennifer. Alright, so we can have a motion to approve items A, B, C & D.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting items A through D listed above was approved.

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E. Memorandum of Understanding with Property Owners Association Regarding Installation of Fence Improvements

Ms. Hinz Philippi: The next item would be item E, this is a memorandum of understanding with Property Owners Association regarding the installation of fence improvements. Do you want to give just a summary for that Jennifer?

Ms. Kilinski: Do you want to handle that Patrick, I know you drafted it primarily.

Mr. Collins: I think I can take that.

Ms. Hinz Philippi: Ok.

Mr. Collins: So, if the Board recalls from the last meeting there was a discussion about whether or not the idea would be to have residents who have opted not to install fences to be incurring assessments related to maintaining areas, and usually those work fences are installed by other residents. Obviously, we don't want residents who are opting not to install fences to bear a cost associated with maintaining the landscape of those easements. So, this memorandum of understanding puts the review and approval process in the hands of the Property Owners Association, and requires the residents who do install fences to maintain the landscaping in those fence easements, so that they would bear the cost thereof, and residents who do not choose to install fence improvements would not bear that cost.

Ms. Hinz Philippi: Alright, thank you so much. Are there any questions on that? We show you guys the required items with all the fences, and the landscape there.

Mr. McConn: Right.

A resident: Excuse me, could you elaborate on that for us on the pool fences.

Ms. Hinz Philippi: Yes, so we did make a report and Nicole worked on it, and it went around the neighborhood. Some people put fences on their back yard and what happened is that we had a landscape company, we paid them to mow but when you have a fence, you create a place that they cannot mow with their equipment so the landscaper needs to weedwack there. That cost should be homeowners because the CDD cannot pay somebody to come and do handwork around their fence. That is not fair for the other ones that don't have fences. So, it incurs the CDD a cost, and since CDD it's not going to prohibit people to do it, they're going to apply for that with the HOA. They're going to get

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approved, and then they're going to show their drawing and if the HOA wants they put a pattern so things don't look so bad. (inaudible comment)

A resident: So, if I had one little property and I submitted that I'm putting up a fence, then what?

Ms. Corbin: So, the landscaper is going to mow behind it, and you know with the other fence, if they mow you have that little bit right along the fence where they can't really get the mower right on there.

A resident: (inaudible comment)

Mr. Myers: It's a 12" buffer from your fence, 12" out, that would be your responsibility, hit with a weed eater, make sure it's trimmed, they're not going to mow next to the fence to prevent damage to the fence.

A resident: (inaudible comment)

Mr. Myers: In those scenarios if nothing has been impacted by what the homeowner installs, the maintenance company will still maintain those areas. If it changes, if you purchased a home, your lot looks a certain way the day of closing, if you alter that lot anyway by installing a fence, that's where this takes place.

A resident: (inaudible comment)

Mr. McConn: What we're saying is, in those areas they have to cut them by hand, so that's a cost of CDD that has nothing to do with it.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Myers: If it's an isolated slope next to the wetlands and they can't get a mower back there, they priced it so they can weed whack it. If you put a fence in, they're not going to run their mower up against your fence, potentially damaging the fence, you're responsible for the 12" off the fence, so it's two totally different issues.

A resident: Ok.

A resident: (inaudible comment)

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Myers: If it's on the other side of the fence, no, if it's on this side of the fence, then yes, so if it's sod then that will get trimmed.

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(At this point several people were talking at one time, and no one conversation could be heard)

A resident: (inaudible comment)

Ms. Hinz Philippi: Can you give your information later to Nicole and she can go and inspect that.

A resident: Ok. (inaudible comment)

Ms. Corbin: Yes, and did you sign in on the sign in sheet?

A resident: No.

Ms. Corbin: Ok, so I'll note your address, and I'll go look at that and I can talk to the vendor and get that figured out.

A resident: Ok.

Ms. Hinz Philippi: Alright so I need a motion.

On MOTION by Mr. McConn seconded by Mr. White with all in favor, accepting the Memorandum of Understanding with the Property Owners Association regarding installation of fence improvements was approved.

A resident: (inaudible comment)

F. Invoice Number: 97633 with Weber Environmental Services, LLC/CO Continuum Services, LLC

Ms. Hinz Philippi: The next item would be invoice number 97633 with Weber Environmental Services, and this is for approval for the mulch that was installed before Christmas

On MOTION by Mr. McConn seconded by Mr. Myers with all in favor, accepting Invoice Number: 97633 with Weber Environmental Services, LLC C/O Continuum Services, LLC was approved.

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FIFTH ORDER OF BUSINESS

**Acceptance of Audit for Fiscal Year
Ending in September 30, 2024**

Ms. Hinz Philippi: The next item would be acceptance of the audit for fiscal year ending on September 30, 2024, and this is on page 56. This is a clean audit and we passed it, so I just need a motion to accept the audit.

On MOTION by Mr. McConn seconded by Mr. Myers with all in favor, accepting the audit for Fiscal Year ending September 30, 2024 was approved.

SIXTH ORDER OF BUSINESS

**Ratification of Invoice #100 for Office
Furniture with KB Home Orlando, LLC**

Ms. Hinz Philippi: The next item would ratification of invoice #100 for the office furniture, and we asked KB to buy the furniture for the office for the clubhouse and then I'm just asking to ratify because we're going to reimburse that.

On MOTION by Mr. McConn seconded by Mr. Myers with all in favor, ratifying invoice #100 for office furniture with KB Home Orlando, LLC was approved.

SEVENTH ORDER OF BUSINESS

Quotes for Gym Equipment

- A. Ardent Fitness**
- B. Platinum Fitness**

Ms. Hinz Philippi: The next item would be quotes for gym equipment, and I think Nicole can talk a little bit about that.

Ms. Corbin: Yes, so I got two quotes from different companies, and let me just get to the page that has the totals. So Ardent Fitness it's the same amount of equipment, just kind of different brands, so including installation and everything we have Ardent Fitness that is on page 110 for \$44,866.50, and then on page 112 Platinum Fitness, the same equipment just slightly different brands is \$38,299.31 including installation and setup. Both of them have warranties, they're listed on page 112 and 113, as far as what they include and how long. I did get back with Platinum Fitness, they had subcontracted their maintenance but, I do have someone they work with for maintenance who has been in business for like over 30 years.

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Ms. Hinz Philippi: And Nicole give me a comparison, what is the warranty for one and the other?

Ms. Corbin: Alright, so Ardent Fitness is strength equipment you get 5 years on parts, 3 years on labor, cardio, 5 year on parts, 3 years on labor, and then Platinum Fitness, strength you get, they're a little bit more detailed, so body and frame of strength, that would be a 10 year structural moving parts, 5 years on bearings and bushings and pulleys, 3 years, then like the paint, cables, upholstery, etc., is 1 year. Cardio is, frame is lifetime, 5 years parts, 2 years labor. There's not a huge difference in the warranty, the main difference primarily is that Platinum has longer on the body and frames for strength. Other than that, it's pretty comparable. Then Ardent Fitness offers maintenance through them, they send people out, they can do like quarterly, yearly, or whenever you need it.

Ms. Hinz Philippi: Now that is very important because when you have a gym you do need maintenance.

Ms. Corbin: Yes, and Ardent Fitness, I know they were a lot quicker with responding to me and the guy was very helpful with any kind of question I had, and his communication was really good with them. It took me a while to get in contact with Platinum.

Ms. Hinz Philippi: What is the turnaround for installation if we approve?

Ms. Corbin: I believe it could be pretty much ASAP, he was asking if we had a timeframe, and I said once we get it approved it would be as soon as possible, and he didn't have an issue with that but, I don't have an exact time because I wasn't sure of the approval time or anything but, it seemed like it would be pretty quick.

Ms. Hinz Philippi: Ok.

Mr. Myers: Is there a difference that you guys are seeing in regards to the brands, I don't really follow workout equipment?

Mr. McConn: And one is Nautilus, that's some of the original machine equipment, and the other one is different but, it's all commercial grade equipment.

Ms. Corbin: Yes.

Mr. Myers: Ok, so are those numbers rental prices or lease prices?

Ms. Corbin: I believe that's purchasing.

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Mr. Myers: Alright.

Ms. Corbin: Because nothing was mentioned about lease, or rental or anything, I just asked for the equipment and that's what they sent me for setup and installation and everything.

Mr. Myers: Is that how you're doing it in other Districts Andressa?

Ms. Hinz Philippi: It depends on what you want as a Board because if you buy the equipment it's going to last like 10 years and they have to maybe change or swap down here and there.

Mr. Myers: I know that most of the fitness gyms don't buy their equipment, they lease it and they rotate it out because like in 3 years, depending on how much activity it sees, your cushions wear out, and cushions are what wears out first, so you just rotate that, like on a constant rotation. What I'm concerned about with a purchase is, once this transitions, is that the member Board neglects that, and it starts to deteriorate over time.

Ms. Hinz Philippi: Yes, and that's depending on the Board, I have Boards that have lease, and they pay a monthly fee for the lease and that and they always have new equipment, so they can upgrade and do a package but, they have to maintain it in good standards because of the lease.

Mr. Myers: Because I think if you get used to a lease you're going to always maintain the lease, if you're used to a purchase, it's a lot harder to stomach a big capital investment at some point in the future when it starts to wear out. Either you have equipment, like I'm sure everybody's been in, whether it's some kind of facility where the equipment starts to rust or whatever and it doesn't get replaced, and the use of it goes to nothing because it's not well outfitted.

Ms. Hinz Philippi: So, would you like her to go back and get the lease numbers?

Mr. Myers: That would be my preference, in the other CDDs we've got that have a fitness room, the proposals are all leased proposals.

Ms. Hinz Philippi: Ok.

Ms. Corbin: So, I'll go back to them and see if they offer that, and if not, I'll find ones that do and get some proposals on that.

Ms. Hinz Philippi: Alright.

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A resident: How long will that take? Would that be something that you're going to discuss at the next meeting?

Ms. Hinz Philippi: Yes.

Mr. Myers: I mean if they've already crunched the bid, they should be able to convert that to a lease number within a day or whatever, and we could, or do we have to consider it at the next Board meeting?

Ms. Hinz Philippi: We could approve it but, we don't have an amount, but we could do a not to exceed but, I need a number for that. Jennifer, is there any way we could approve subject to review of the District manager and chairman?

Ms. Kilinski: I think so, as long as the Board is comfortable with that, we'll come back and ratify it and if it seems to be out of line with market, we can always bring it back to the next meeting given the funding arrangement here, I think I'm good with that.

Ms. Hinz Philippi: Alright, so we could approve a proposal for a lease agreement for gym equipment subject by review of the chairman and the District manager, will that do it?

Ms. Kilinski: If the Board is good with that, that works.

Ms. Hinz Philippi: Ok.

Ms. Kilinski: Just so the Board knows too, we've negotiated the terms and conditions on those leases arrangements several times, just basically a company that does business in Florida for fitness equipment leasing.

Ms. Hinz Philippi: Ok, so do you have an idea of an amount?

Ms. Kilinski: Obviously it can depend greatly on what you're leasing.

Ms. Hinz Philippi: Yes, I understand now.

Mr. Myers: Now have you called the references and all that kind of stuff because obviously with the price difference, the service that the company provides is justification for the price difference, so have you asked for a list of references and talked to other people that they're servicing?

Ms. Corbin: I have not, I looked up Platinum, which was sent to me by Matt, I guess he's used them previously.

Ms. Hinz Philippi: Those two companies were sent from other CDDs that use them and like their services, so he was a reference from other CDDs but, for the lease,

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it's more important to get a reference to see how quick they are to respond when something is broken and all that.

Mr. Myers: Right.

Ms. Kilinski: And keep in mind, I just want to highlight too, given the acquisition, the responsibility for the lease is actually going to be CDD II.

Mr. Myers: Right, and the other thing is to consider the lease option, what the mechanism is to rotate that equipment. So, is that just discretionary where the CDD management company could say, hey we want to go ahead and swap out 3 pieces of equipment this year, blah, blah, blah, and then how does that work and then how efficient is that happened.

Ms. Corbin: Ok, so I'll email both of them.

Ms. Hinz Philippi: So, are you good with approving subject to review by the chairman and District manager or do you guys want to wait for the next meeting?

Mr. McConn: Well, I'm pretty familiar with equipment and all of that, as long as we get the business terms sorted out, I'm ok with that.

Ms. Hinz Philippi: Ok, are you guys ok with that?

Mr. Myers: Yes.

Ms. Hinz Philippi: Ok, so we have a motion that we'll approve gym equipment proposal for lease and that is going to be brought to the chairman and myself for final review and approval.

On MOTION by Mr. McConn seconded by Mr. Myers with all in favor, accepting a lease proposal for gym equipment subject to review by the Chairman and District Manager for final approval was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

Ms. Hinz Philippi: The next item would be staff reports, Jennifer, I have consideration of conflict waiver for representation of Willow Creek Community Development District and Willow Creek Community Development District II, do you want to talk about that?

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A. Attorney – Consideration of Conflict Waiver for Representation of Willow Creek Community Development District and Willow Creek II Community Development District

Ms. Kilinski: Yes, and just one clarification on the action of the Board because of the transfer of property, any execution of that equipment lease is really going to be CDD II's responsibility given the actions the Board took under section 4. So, I don't think it matters so much for purposes of the record, it's good to keep it up there pending the Board actually taking that action on the transfer of the property but, just for clarification it would be subject to a separate funding agreement.

Ms. Hinz Philippi: Ok.

Ms. Kilinski: So, we have a consideration of conflict waiver for representation of both Districts and it's specifically really to the interlocal agreement. So, the interlocal agreement that we just described in section has CDD I and CDD II representations on the ability to operate maintain finance and be tied together for all practical purposes throughout the shared facilities within the Willow Creek I and Willow Creek II. Under this we're required to present this notice of conflict for purposes of the Boards to consider, and again, if there's anything that is a non-waivable conflict where the Districts do not agree on a subject matter the required legal counsel, we're going to refer special counsel out for those Districts. We have lots of Districts that have different Districts associated with them, 99.99% of the time the interests are aligned behind the Districts. (inaudible comment) Then we would give you recommendations for outside counsel, so that's what this is before you, and again, I'm happy to answer any questions the Board may have about that.

Ms. Hinz Philippi: Alright, thank you Jennifer. So, do we need a motion for that Jennifer?

Ms. Kilinski: Yes, please.

On MOTION by Mr. McConn seconded by Mr. Myers with all in favor, accepting the Conflict Waiver for Representation of Willow Creek CDD I and Willow Creek CDD II was approved.

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B. Engineer

Ms. Hinz Philippi: Next item would be engineer, Rod.

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

C. Field Manager - Monthly Report

Ms. Hinz Philippi: Alright, moving on to field manager, Nicole.

Ms. Corbin: Nothing super special to report, just the regular mowing and everything, we had an irrigation break over by lake #2, and that got repaired the same day. The sprinklers over by the entrance were running for a really long time overnight and so we went out and fixed that. There's an area behind Cortese Drive where hogs or something tore up the sod, so Weber is going to send someone out to replace the sod there. Mulch was added to the playground area, and dead trees that needed replaced around the clubhouse got replaced, ponds were treated as usual, and then we just have the list of needs for the clubhouse before we can officially open up. So, some of those have been done, other ones on here are in progress, and just some small things if you want to go through the list.

A resident: Sink holes in walking paths, you have a heavy walking path and you have multiple sinkholes. (inaudible comment)

Ms. Corbin: Ok, I'll go check on that, thank you for telling me.

A resident: So, you just start here, and walk a little back, you'll see the actual sinkholes, and then the soft spots where it's weakening where you can see more.

Ms. Corbin: Ok.

A resident: (inaudible comment)

A resident: (inaudible comment)

A resident: So, over time we're hitting new dips.

Ms. Corbin: Ok, I will go check on that and get it taken care of.

Ms. Hinz Philippi: Alright, anything else Nicole?

Ms. Corbin: Nothing else, unless you want to go into any details on the clubhouse list. I think the only thing that I wanted to bring up was if we were going to do any kind of TVs for the gym or in here, and then also like supplies for the pool table if we were going to supply those items.

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Ms. Hinz Philippi: Ok, and Jeff, I know that we're working on the list for things that we need to fix for the clubhouse. I received an email from Amanda saying that we were planning to open on the 25th.

Mr. Myers: Right, for the February opening event.

Ms. Hinz Philippi: So, who is going to host this event?

Mr. Myers: That would be us, KB Homes.

Ms. Hinz Philippi: Ok because she sent me an email asking me if we were going to do it or not, and if it was us we would have to get all the insurance information from vendors and all of that but, if KB is hosting we don't need that.

Mr. Myers: Ok and I saw an email today that she had sent out, so are you going to connect with her today in regards to that?

Ms. Hinz Philippi: Yes, but if we are hosting, I need all the information from vendors and we need to approve that because if the CDD is paying for anything we need to approve at this meeting a not to exceed amount so that I can work with the vendors to have that. If not, and KB is hosting it then we don't need the insurance, we don't need anything basically that we would need if the CDD is hosting it.

Mr. Myers: So, you mean by hosting, just meaning who is paying the bill, so I'll find that out but, I would assume that it would be us but, I will get those details.

Ms. Hinz Philippi: Ok, and the only problem then is we're here today and if I need an approval, I would like to do that now because we have only two weeks so we have a lot to work on.

Mr. Myers: I don't know if it's material so we'll just make the decision that KB is going to pay the bill.

Ms. Hinz Philippi: Ok.

Mr. McConn: Yes.

Ms. Hinz Philippi: So, if there is any sales event with it, or if you're promoting the sales then the CDD cannot host it.

Mr. Myers: It's typically a membership event.

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D. Manager – Update on Boundary Amendment

Ms. Hinz Philippi: Ok, alright, so with that said, we had Nicole work on the key FOBs, so she has everything already preset. We're going to send a letter to the HOA to see if they can email the community, and they are getting informed that we are opening on the 25th, and then from the 29th to the 1st, we're going to do the key FOB distribution, so that's the 29th to the 1st, and the 1st is a Saturday so people can come.

Mr. Myers: Ok.

Ms. Hinz Philippi: Then from 9:00 to 4:00 every day of that week, so people can come, and she's going to have everything preset up so she already has the key FOBs in an envelope with their address on it, they're only going to have to show her the documents.

Mr. Myers: Ok, perfect.

Ms. Hinz Philippi: And the letter states what they have to bring, so everything is going to be very efficient and expedited because she has everything in the system already.

Mr. Myers: Ok.

Ms. Hinz Philippi: Then after that I want to see the turnout for that whole week and we can see if 100 people came or 200 people, so we're going to have a count to see how many came and after that we're going to send out a new email stating what are the hours to come pick up the key FOBs because we don't people to forget about it, so she's not distributing key FOBs for like 3 months or 6 months.

Mr. Myers: I have a funny feeling that you're going to have a large turnover to get key FOBs.

Ms. Corbin: Oh, I'm sure, yes.

Mr. Myers: Ok.

Ms. Hinz Philippi: So, I just wanted to bring that up, and Nicole saw something that was cracked, what was that?

Ms. Corbin: Oh, this fixture here.

Ms. Hinz Philippi: Yes, so we're going to have to add that to the list.

Ms. Corbin: Yes, the light fixture, and I know that Anthony knows about it because when they came in to raise the light fixture, I thought they put the glass on but,

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I'm not sure, but I saw fixtures where the glass was cracked in two areas, so I guess Anthony told them to go ahead and take it out, so he's aware of it. So, technically we could just take the glass out and not worry about things getting broken.

Mr. Myers: I would say that's probably a better idea just given the fact that we wouldn't want anyone to accidentally hit it and a piece of glass somehow accidentally falls, so I would probably lean more towards leave the glass pieces out.

Mr. McConn: Why don't you get with Amanda because that's really a design selection item.

Mr. Myers: Alright.

Ms. Hinz Philippi: Another thing I was going to ask the Board is, sometimes we're going to need here like to get a basket for like trash, so like a trash bin or little things for the clubhouse that we're going to need for everyday things that we're setting up here. Would you like to approve maybe an amount that Nicole can go get something things.

Mr. McConn: Yes, fine.

Mr. Myers: Like a not to exceed amount, like \$100 or \$500, or whatever.

Ms. Hinz Philippi: Yes.

Ms. Corbin: Yes, like for small things and I realize as we get people in here that we need like trash cans and stuff like that.

Mr. McConn: That's fine.

Mr. Myers: Yes, I don't see a problem with that.

Ms. Hinz Philippi: And then the deal would be that I have to approve and I usually send it to Steve and then we would say yes or no, and then we'd bring it back to the meeting so you guys can ratify whatever it is.

Mr. Myers: Right, so you have to set an amount, what do you think?

Mr. McConn: I'd say up to \$1,000.

Ms. Hinz Philippi: Ok.

Mr. Myers: Yes, we can do it that way.

Ms. Hinz Philippi: Alright.

Mr. Myers: And you're just talking about for whatever, odds and ends?

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Ms. Corbin: Yes, like if we get the pool table stuff, like ordering that type of stuff and things like that.

Mr. Myers: Ok.

Ms. Hinz Philippi: Ok, so not to exceed \$1,000 and then we can bring it back to ratify at the next meeting, and she would need my approval and Steve's approval. Alright, so I need a motion for that.

On MOTION by Mr. McConn seconded by Mr. Myers with all in favor, authorizing a not to exceed amount of \$1,000 for purchasing miscellaneous items for the clubhouse such as trash receptacles, pool table supplies, etc. was approved.

NINTH ORDER OF BUSINESS

Financial Reports

A. Approval of Invoices

B. Acceptance of Unaudited Financials

Ms. Hinz Philippi: Alright, the next item would be approval of invoices on page 136, and acceptance of the unaudited financials on page 141. I need a motion to approve.

On MOTION by Mr. McConn seconded by Mr. Myers with all in favor, the Invoices and the unaudited financials were approved.

TENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Hinz Philippi: Are there any Supervisor's requests at this time?

Mr. McConn: No.

Ms. Hinz Philippi: Not hearing any, are there any audience comments?

A resident: This is where we get a chance to ask our questions?

Ms. Hinz Philippi: Yes.

A resident: (inaudible comment) Could I go first?

Ms. Hinz Philippi: Sure.

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A resident: You talked about the common area behind homes. A long time ago, June or July, I reported the erosion that's happening, and I was wondering has anything been done about that?

Ms. Corbin: Yes, I'm actually going to be getting with Rodney about that, and kind of figure that out, so I'll be getting with him trying to figure that out. What can be done, what the responsibility is and everything like that.

A resident: Ok, so here's the problem, some of the homes weren't designed properly with the landscaping, and KB came back and fixed it, some homes ignored it and didn't mention it to KB and you've got some gigantic canyons growing in the back of people's yards. (inaudible comment) My personal problem is a very small erosion but, it's definitely caused by the garbage, so when you have the transition last year or two years ago, they came in a scalped the grass, they really did. I told them to stop them, I said, please don't cut back here, there's nothing to cut. (inaudible comment)

A resident: (inaudible comment)

A resident: (inaudible comment) So, that's what I was trying to get at. (inaudible comment)

Mr. Myers: Most likely those are in machine mode or riding mode, and it's not appropriate so we probably need to talk to the vendor about pricing it so hand mow it because the big equipment, what happens is the wet grass and tires slide and when they slides it can push the sod, not mention they don't adjust those big wide mowers and so with a little bit of variation in slope it scalps right where the slope transitions from flat to slope.

Ms. Hinz Philippi: Yes, and I would like to see if we can bring other proposals from other landscaping companies because we did tell them to not do that already several times.

Mr. Myers: Ok, so you can work on those proposals because we have swapped vendors out sometimes for that.

Ms. Hinz Philippi: Yes, and they were advised that if they didn't get better we would switch.

A resident: (inaudible comment)

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A resident: The other thing about the sinkholes, you're talking about that, that's been reported since June or July of last year, and the holes are getting bigger. (inaudible comment) So, what's a reasonable time to calling a company and have it fixed, is 7 months, and with no action?

Ms. Corbin: I definitely check on this, so I'll definitely be checking on that either later today or tomorrow, I'll do a walk and check on that.

Mr. McConn: There's no reason why, anytime damage shouldn't be repaired within the same quarter.

Ms. Corbin: Yes, definitely.

Mr. McConn: No reason why it should linger longer than that.

Ms. Hinz Philippi: And this is the first time that I've heard about it.

Ms. Corbin: Right, I wasn't aware of it either.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. McConn: What's the best way for them to contact your office.

Ms. Corbin: I can give them my direct email, now that I'm here.

(At this point several people were talking at one time, and no one conversation could be heard)

A resident: One quick question about this amenity center, when we get these key FOBs, are we going to have access to this room?

Ms. Hinz Philippi: Yes.

A resident: Ok.

Ms. Hinz Philippi: You will only have access but when somebody has an event, you rent the space and of course there's going to be a notice that you don't have access because somebody is renting the space.

A resident: Ok, and this is my first meeting, at least with the minutes, and I didn't have this thought out but, people believe, oh this is now ours but it's not. So, hopefully we can hold functions and you guys can find a way to offer it up to the public for renting space or whatever, they just have a concern about that, they don't understand.

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Mr. McConn: Well, the rules of the CDD are it has to be open to the public, so if somebody wanted to join the CDD they'd have to pay the same amount of fees that everybody else in the community had to, and that's just the Statute, so that's a State Statute.

A resident: Ok.

Mr. McConn: I don't believe that the intent is to basically offer up to the public and say, hey come use our meeting room and all that stuff. So, it's only available to members, so for somebody to rent they have to be a member of the CDD. Now, somebody that doesn't live in the neighborhood wants to become a member of the CDD, they can for the price that everybody else pays, which is a natural deterrent. So, when I reached out to Matt, who was here before Nicole, because I asked the same question because it had come up a couple of times and he said in all the time we've done this they literally had one person and it was a \$10 million dollar amenity in West Palm that the guy wanted access to, so it's very rare incident.

A resident: (inaudible comment)

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Myers: So, it's not open to the public, it's somebody can join and become a member that's not a resident, so it's not open to the public, they have to be a member.

A resident: (inaudible comment)

Ms. Corbin: I think it will also be better now with me being here fulltime it's easier to address things and they won't fall through the cracks.

A resident: (inaudible comment)

(At this point several people were talking at one time, and no one conversation could be heard)

A resident: Yes, there's an open seat on this Board, how can somebody get on it? What is required of the person that takes that other seat?

Ms. Hinz Philippi: Alright, so at this time, the requirements are from the Board, the Board will decide if they want to appointment somebody to that seat. What we were doing is collecting resumes if somebody wants to be considered, they should send me their information to my email, and for now that's it because general election has passed,

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and nobody qualified. So, then when the next general election comes I will send out an email again to the community, and then you go like you're a city or county commissioner and you go to the Supervisors of Elections office and then you set it up and say, I want to be a Supervisor for Willow Creek CDD, the primary requirement is to be a resident, and a voter, that's the requirement for the general election.

A resident: Ok.

Ms. Hinz Philippi: For this Board at this time, it's just for their consideration, they're going to decide who they are going to appoint, at this time.

A resident: Right, ok. (inaudible comment)

Ms. Hinz Philippi: Alright, so we already covered that item earlier.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Hinz Philippi: Alright, are there any other audience comments?

A resident: I don't really understand, what is the difference between CDD I and CDD II?

Mr. McConn: It's a division of boundaries, we're basically splitting, so we have over 1,200 lots in this community, and so CDD I is going to be phase 1, Village D and Village B, and we're splitting it there and then Village C which we're building right now, Village A to come, and then if we're ever able to do Village E which will be townhomes, those will be in CDD II, so it's a boundary split.

A resident: So right now, we have phase I and II.

Mr. McConn: Phase 1, Village D and Village B, are in CDD I.

A resident: Right, so our CDD I, we're not going to be subject to an increase in our maintenance, correct?

Ms. Hinz Philippi: Correct.

Mr. McConn: Yes, the debt is set for CDD I.

A resident: Ok but, others could.

Mr. McConn: Meaning if we were to add additional amenities in those future phases, you guys will not be subject to the debt or the increase debt load of those additional facilities.

A resident: Ok. I just wanted to clarify that.

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Mr. McConn: That's fine.

Ms. Hinz Philippi: Alright, anybody else?

A resident: Yes, quick question, what's the speed limit through this neighborhood?

Mr. McConn: These are all private roads, well that's not true, the City of Titusville, so Rodney was the engineer portion of this site, and I don't know that the city required that speed limit be posted but, if you have complaints about speed, start calling the city, that's an issue to take up with the city.

A resident: Ok. (inaudible comment)

Mr. McConn: Just get a picture of the truck, send it to the management company and we'll deal with the contractors.

A resident: Ok.

A resident: So, it would be up to the state to post a sign?

Mr. McConn: No, it's not a state item, I don't know what the code provides in the City of Titusville as far as subdivisions and streets what their standards are and what the sign standards are but, Rodney can answer that.

Mr. Honeycutt: It's typical 20 mph in the Statutes.

A resident: Ok, got it.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Honeycutt: Typically, if you were to go anywhere without a posted speed limit, typically the assumed speed limit is 25 mph without it being posted. If it is posted, if it's within, say with the Villages, say it's a posted 20 mph, then that's what they go by. The Boulevard doesn't have a speed limit sign, it would typically looked at as 25 mph.

A resident: Ok.

(At this point several people were talking at one time, and no one conversation could be heard)

A resident: Hi, can we ask a question from the phone?

Ms. Hinz Philippi: Yes.

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A resident: Ok, I just have a quick question, first of all, the mailboxes in phase I, in front of the mailboxes, all the grass is gone, is there anyway we can get some pavement there? Is that something we could address?

Mr. McConn: Well, the mailbox pad just got poured at the amenity center and so all of the mailboxes for the currently developed villages will be moved to the amenity center within the next 60 to 90 days, and then those mailboxes, once they're moved that pad will be removed, and the sod will be restored.

A resident: Ok, got it, perfect, thank you. The other thing was, the Christmas decorations that we saw in the CDD budget's for 2024, there was line items for decorating the amenity center and stuff like that, obviously that didn't happen because it wasn't complete and we didn't have it yet, so I was just curious, what is the process for that? Like what's the next step? Does that roll into 2025, so we have a bigger budget next year, do you reallocate those funds, what happens with that?

Ms. Hinz Philippi: We do have a budget for the buildout, and then a budget for what we have there, and we didn't use the budget money for the buildout. So, that means when the clubhouse is up and running and everything, any funds that are not used they are there in that budget, and anything that we need more of what the assessments are providing, the developer was paying for directly. So, that's how it works, we see everything when we have a budget because we oversee things that will come up during the year and if we were able to open it was there but, since we didn't open, we didn't spend that money.

A resident: Ok.

Mr. McConn: So, what we're saying is you didn't get billed for that because KB's paying for the shortfall, and there's not enough homes paying into the CDD right now for you guys to pay all your own bills, so KB is making up the difference.

A resident: Ok.

Mr. McConn: So until you get basically fully built out, so it's an estimated budget, and then essentially at the end of the budget cycle we figure out how much money is still in the account, if any, and what we estimate the budget for next year, and then we estimate what's coming in off the tax rolls and KB pays whatever your short.

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A resident: Ok, got it, thank you. Then the only other concerns were the holes in the sidewalks which I think you guys addressed, you're going to check those out, and the gym equipment. Can we get a timeline on the gym equipment? Like I know there seems to be some back and forth on that line item but, any idea on when that might actually happen? I know the opening is on the 25th but, obviously we're not going to have it then, is there a certain time that we can look for that?

Mr. McConn: Did the vendor say once we execute their contract, how long it will be before it's delivered?

Ms. Corbin: From what I saw, it should be pretty quick but, I wasn't given an exact timeline because I was able to get that information.

Mr. McConn: So, as part of the conversation on the lease, let's get a timeline from executing to being installed.

Ms. Corbin: Ok, and I know one of them I asked, or we talked about it, he was asking if we had a timeline.

Mr. McConn: Well, we're ready to go as soon as we authorize an agreement.

Ms. Corbin: Yes.

Ms. Hinz Philippi: So, for that I would just ask you to refer to Nicole, she is our clubhouse manager here, and she's going to be here every day so you can stop by and just ask her. As soon as I have a date for that I will also ask the HOA to send out an email blast letting the community know.

A resident: Thank you, I appreciate that.

Ms. Hinz Philippi: No problem. Anybody else on the phone that have questions, or anybody else?

A resident: Yes, I actually had a lot of questions but, they've all been answered, so thank you guys for your comments. The one remaining is right here at the corner of this area, there's a giant generator that I assume was originally put in for the sales center office there, there's power now, so is there a reason why it's still there?

Mr. McConn: We're getting a meter can set, so we're getting a permit for the meter can at that location, so we have an installed meter and then the generator will be removed, so that's in process, and there's also some landscaping around the pump

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station, so as not as much of an eyesore, so that should be complete in the next 60 days.

A resident: Ok, thank you.

A resident: (inaudible comment) Is there going to be another exit or entrance into the community?

Mr. McConn: The city would like that, that's all contingent on what their port authority is doing with the property that's to our north, they had plans to build a boulevard road from 407 all the way out to Grisson that will align with their future entrance into the airport, they're doing that with grant funding so that timeline is totally on them. So, when that road is constructed, we will make the connection to that road, so that you get out on 407, we don't know what the timeline is, again they're using grant funding to do that construction. They don't have a timeline for when that's going to be available, so it may or may not be prior to KB building the last house but, that will be there and we'll figure out how the CDD can make that connection happen prior to our exit from the community.

A resident: Ok. (inaudible comment)

A resident: Earlier you had mentioned if you complete Village E, I think you said that was going to be townhomes.

Mr. McConn: We can't get that titled until there's a second access point, meaning the city won't give us the entitlement to make that happen.

A resident: Got it.

Ms. Hinz Philippi: Alright, anything else?

A resident: (inaudible comment)

Mr. McConn: The District engineer is going to make a site visit, evaluate that and come up with a plan to repair these, and we'll hire a contractor through the CDD to make those repairs.

A resident: Ok. (inaudible comment)

Ms. Corbin: I'm basically making a list of anyone that's mentioning items to me, so that way I can go through all of it.

A resident: (inaudible comment)

Ms. Hinz Philippi: Alright, is anything else?

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A resident: (inaudible comment)

(At this point several people were talking at one time, and no one conversation could be heard)

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Hinz Philippi: Alright, if there's nothing else, we need a motion to adjourn.

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

DocuSigned by:

Andressa Hinz Philippi

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Secretary / Assistant Secretary

DocuSigned by:

Casey Dave

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Chairman / Vice Chairman