

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

May 6, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Willows Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

April 29, 2022

Board of Supervisors
Willows Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Willows Community Development District will hold a Regular Meeting on May 6, 2022 at 11:00 a.m., at the office of ZNS Engineering, 201 5th Ave. Dr. E, Bradenton, Florida 34208. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of Special Warranty Deed (Phase IA & IB)
4. Consideration of Bill of Sale – Silverstone North Phase 1C and 1D Utilities to Manatee County
5. Ratification of HGS Transition Letter
 - Kutak Rock LLP Retention and Fee Agreement
6. Consideration of Resolution 2022-01, Designating a Registered Agent and Registered Office of the Willows Community Development District
7. Consideration of Resolution 2022-02, Approving a Proposed Budget for Fiscal Year 2022/2023; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2022-03, Designating a Date, Time, and Location for Landowners’ Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date
9. Consideration of Resolution 2022-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
10. Update: Statutory Changes from 2021 Legislative Session

- A. Prompt Payment Policies
 - Consideration of Resolution 2022-05, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
- B. Wastewater and Stormwater Needs Analysis
 - I. Ratification of ZNS Engineering, L.C., Professional Services Agreement
 - II. Ratification of ZNS Engineering, L.C., Work Authorization Number 3

- 11. Acceptance of Unaudited Financial Statements as of March 31, 2022
- 12. Approval of August 6, 2021 Public Hearing and Regular Meeting Minutes
- 13. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *ZNS Engineering, L.C.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 116 Registered Voters in District as of April 15, 2022
 - NEXT MEETING: June 3, 2022 at 11:00 a.m.

○ QUORUM CHECK

Ryan Zook	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Anne Mize	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
John Snyder	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Greg Mundell	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Hal Lutz	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at 561-909-7930.

Sincerely,



Daniel Rom
 District Manager

TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 528 064 2804

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

3

This Instrument Prepared By:

Tucker F. Mackie, Esq.
Kutak Rock LLP
Post Office Box 10230
Tallahassee, Florida 32302



Property Appraisers Parcel I.D. Nos.:

SPÉCIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 9 day of DECEMBER, 2021, is by and from **SFTEN, LLC**, a Delaware limited liability company, whose address is 12602 Telecom Drive, Tampa, Florida 33637 (hereinafter called the “Grantor”), and the **WILLOWS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called the “Grantee”).

(Whenever used herein the terms “Grantor and Grantee” shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of Manatee, State of Florida, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Property”).

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the Property was free from all encumbrances made by it, and that it will warrant and defend the title to the Property against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

SFTEN, LLC, a Delaware limited liability company by D.R. Horton, Inc., a Delaware corporation, its sole member

Colbie Bosch
Print Name: Colbie Bosch
B-J-P
Print Name: Brian J. Panico

[Signature]
By: John E. Snyder
Its: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9 day of DECEMBER, 2021, by John E. Snyder, as Vice President of D.R. Horton, Inc., a Delaware corporation as the sole member of SFTEN, LLC, a Delaware limited liability company who [X] is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

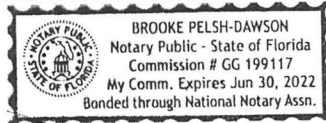


Exhibit A

Description of the Property

TRACTS 200, 201, 203, 204, 205, 206, 500, 501, 502, 503, 504, 505, 600, 601, 700, 800, 801, AND 802, SILVERSTONE NORTH PHASE IA & 1B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 69, PAGES 1 THROUGH 17 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

AND

TRACT 202, SILVERSTONE NORTH PHASE IA & 1B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 69, PAGES 1 THROUGH 17 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, **LESS AND EXCEPT** THAT PORTION PREVIOUSLY CONVEYED BY QUIT CLAIM DEED RECORDED AT INSTRUMENT NO. 202041139370 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ON DECEMBER 16, 2020.

AND

TRACTS 209, 210, 211, 212, 213, 214, 215, 506, 507, 508, 509, 510, 511, 701, 702, 703, 803, AND 804, SILVERSTONE NORTH PHASE IC & 1D, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGES 47 THROUGH 63 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

4

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that WILLOWS COMMUNITY DEVELOPMENT DISTRICT, whose address is 12051 Corporate Blvd., Orlando, FL 32817 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from Manatee County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

a Tract or parcel of land situate in the state of Florida, county of Manatee, lying in Sections 29 & 32, Township 33S, Range 18E, also known as **“SILVERSTONE NORTH PHASE IC and ID”**.

1. All wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, including but not limited to 22 manholes, 3,963 LF 8” SM, 1,760 LF 6” FM located within or upon that certain real property owned by the SELLER and described below; and

2. All potable water lines, pipes, valves, laterals, tees, bends, joints, facilities, equipment and appurtenances thereto, including but not limited to 1,660 LF 10” WM, 4,720 LF 8” WM, 360 LF 6” WM, 300 LF 4” WM, 300 LF 2” WM, 9 hydrants, located within or upon that certain real property owned by the SELLER and described below;

3. All storm pipes, manholes, junction boxes, grates, inlets, weirs, outfalls, end sections and appurtenances thereto, including, but not limited to 728 LF 18” RCP, 2,035 LF 24” RCP, 1,935 LF 30” RCP, 706 LF 48” RCP, 590 LF 19” X 30” ERCP, located within or up that certain real property owned by the SELLER and described below:

4. Public roadways, including, but not limited to 19,119 SY Type S-1 asphalt located within or upon that certain real property owned by the SELLER and described below:

All on the property described in Exhibit “A”, attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this ____ day of _____, 2021.

Signed, sealed and delivered in the presence of
Witnesses:

WILLOWS COMMUNITY DEVELOPMENT
DISTRICT

Print name: _____

By: _____
Ryan Zook
as its Chair

Print name: _____

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2021, by Ryan Zook, as Chair of Willows Community Development District on behalf of the District. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

Printed Name

WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this _____ day of _____, 2021.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: _____
Scott Hopes, County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20__, by Scott Hopes (County Administrator) for and on behalf of the Manatee County Board of County Commissioners **who is personally known to me** or has produced N/A as identification

NOTARY SEAL

NOTARY PUBLIC Signature

Printed Name

Exhibit "A"
LEGAL DESCRIPTION

SILVERSTONE NORTH PHASE IC & ID, A SUBDIVISION

DESCRIPTION:

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 33 SOUTH, RANGE 18 EAST AND SECTION 5, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT 802 OF SILVERSTONE NORTH, PHASE 1A & 1B, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGE 1 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTHERLY AND WESTERLY ALONG THE EAST LINE OF SAID SUBDIVISION THE FOLLOWING THIRTY FOUR (34) COURSES: (1) N 02°50'30" E, A DISTANCE OF 176.21 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 02°50'30" E, AT A DISTANCE OF 325.00 FEET; (2) EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°59'50", A DISTANCE OF 22.67 FEET; (3) N 01°09'20" W, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 01°09'20" W, AT A DISTANCE OF 275.00 FEET; (4) WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06°15'22", A DISTANCE OF 30.03 FEET; (5) N 05°06'03" E, A DISTANCE OF 120.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 05°06'03" E, AT A DISTANCE OF 155.00 FEET; (6) WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 46°27'22", A DISTANCE OF 125.68 FEET TO THE POINT OF TANGENCY; (7) N 38°26'35" W, A DISTANCE OF 227.44 FEET; (8) N 41°11'02" E, A DISTANCE OF 113.65 FEET; (9) N 50°56'06" E, A DISTANCE OF 43.88 FEET; (10) N 10°54'50" E, A DISTANCE OF 50.00 FEET; (11) S 79°05'10" E, A DISTANCE OF 36.37 FEET; (12) N 10°54'50" E, A DISTANCE OF 50.00 FEET; (13) S 79°05'10" E, A DISTANCE OF 18.83 FEET; (14) N 10°54'50" E, A DISTANCE OF 220.00 FEET; (15) S 79°05'10" E, A DISTANCE OF 95.00 FEET; (16) N 14°08'17" E, A DISTANCE OF 58.09 FEET; (17) N 10°54'50" E, A DISTANCE OF 67.21 FEET; (18) N 73°35'10" W, A DISTANCE OF 42.69 FEET; (19) N 88°35'45" W, A DISTANCE OF 21.81 FEET; (20) S 10°54'50" W, A DISTANCE OF 59.70 FEET; (21) N 79°05'10" W, A DISTANCE OF 215.84 FEET; (22) S 51°33'25" W, A DISTANCE OF 131.79 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 38°26'35" W, AT A DISTANCE OF 35.00 FEET; (23) NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59°45'17", A DISTANCE OF 36.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; (24) NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 49°51'32", A DISTANCE OF 87.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET; (25) NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 59°45'17", A DISTANCE OF 36.50 FEET TO THE POINT OF TANGENCY; (26) N 18°05'37" W, A DISTANCE OF 148.05 FEET; (27) N 71°54'23" E, A DISTANCE OF 8.00 FEET; (28) N 18°05'37" W, A DISTANCE OF 73.38 FEET; (29) S 71°54'23" W, A DISTANCE OF 197.54 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; (30) WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°41'07", A DISTANCE OF 65.77 FEET TO THE POINT OF TANGENCY; (31) S 34°13'16" W, A DISTANCE OF 218.76 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 34°13'16" W, A DISTANCE OF 295.00 FEET; (32) WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°10'45", A DISTANCE OF 139.94 FEET TO THE POINT OF TANGENCY; (33) N 82°57'29" W, A DISTANCE OF 370.65 FEET; (34) N 81°16'14" W, A DISTANCE OF 225.17 FEET TO AN INTERSECTION WITH THE EAST LINE OF A PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 4700 OF AFORESAID PUBLIC RECORDS; THENCE NORTHERLY ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES: (1) N 06°10'54" E, A DISTANCE OF 204.45 FEET; (2) N 00°42'20" W, A DISTANCE OF 1024.46 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE S.E. 1/4 OF SAID SECTION 32; THENCE N 88°13'07" E, ALONG SAID NORTH LINE, A DISTANCE OF 1305.05 FEET; THENCE S 51°53'53" E, A DISTANCE OF 152.43 FEET; THENCE N 38°06'07" E, A DISTANCE OF 1.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 410.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°29'18", A DISTANCE OF 117.99 FEET; THENCE S 68°23'12" E, A DISTANCE OF 170.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 68°23'12" W, AT A DISTANCE OF 580.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06°44'21", A DISTANCE OF 68.22 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE S.E. 1/4 OF SAID SECTION 32; THENCE N 88°13'07" E, ALONG SAID NORTH LINE, A DISTANCE OF 364.57 FEET; THENCE S 03°11'33" E, A DISTANCE OF 47.44 FEET; THENCE S 30°30'41" E, A DISTANCE OF 33.98 FEET; THENCE S 59°29'19" W, A DISTANCE OF 251.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 60°04'45", A DISTANCE OF 571.48 FEET; THENCE S 73°58'47" W, A DISTANCE OF 69.64 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 47°06'22" W, AT A DISTANCE OF 175.00 FEET; THENCE NORTHWESTERLY, SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 155°11'59", A DISTANCE OF 474.03 FEET TO THE POINT OF TANGENCY; THENCE S 18°05'37" E, AT A DISTANCE OF 178.08 FEET; THENCE N 60°42'32" E, A DISTANCE OF 31.68 FEET; THENCE N 73°36'45" E, A DISTANCE OF 70.55 FEET; THENCE N 85°46'23" E, A DISTANCE OF 70.04 FEET; THENCE S 73°21'51" E, A DISTANCE OF 53.93 FEET; THENCE S 58°02'05" E, A DISTANCE OF 95.23 FEET; THENCE S 30°38'48" E, A DISTANCE OF 60.80 FEET; THENCE S 28°38'33" E, A DISTANCE OF 47.69 FEET; THENCE S 22°15'10" E, A DISTANCE OF 48.69 FEET; THENCE S 05°10'26" E, A DISTANCE OF 104.86 FEET; THENCE S 54°56'43" E, A DISTANCE OF 47.18 FEET; THENCE S 55°00'31" E, A DISTANCE OF 70.43 FEET; THENCE S 34°45'39" E, A DISTANCE OF 39.96 FEET; THENCE S 78°58'39" E, A DISTANCE OF 74.24 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 13°14'38" W, AT A DISTANCE OF 645.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°47'50", A DISTANCE OF 200.35 FEET TO THE POINT OF TANGENCY; THENCE S 58°57'44" E, A DISTANCE OF 293.83 FEET; THENCE S 31°02'16" W, A DISTANCE OF 110.00 FEET; THENCE S 58°57'44" E, A DISTANCE OF 190.00 FEET; THENCE S 31°02'16" W, A DISTANCE OF 122.44 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45°30'17", A DISTANCE OF 397.10 FEET TO THE POINT OF TANGENCY; THENCE S 14°29'37" E, A DISTANCE OF 326.87 FEET; THENCE S 75°32'00" W, A DISTANCE OF 92.34 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 208.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°40'37", A DISTANCE OF 85.95 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF EXPERIMENTAL FARM ROAD (49th STREET EAST) OF WILLOW WALK, PHASE IIE, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 65, PAGE 145 OF AFORESAID PUBLIC RECORDS; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING TWELVE (12) COURSES: (1) N 50°45'59" W, A DISTANCE OF 60.40 FEET; (2) N 48°37'03" W, A DISTANCE OF 46.88 FEET; (3) N 55°38'00" W, A DISTANCE OF 46.64 FEET; (4) N 62°57'01" W, A DISTANCE OF 96.56 FEET; (5) N 64°58'57" W, A DISTANCE OF 57.53 FEET; (6) N 71°59'29" W, A DISTANCE OF 69.10 FEET; (7) N 78°01'01" W, A DISTANCE OF 61.42 FEET; (8) N 89°28'40" W, A DISTANCE OF 65.94 FEET; (9) S 81°46'10" W, A DISTANCE OF 114.52 FEET; (10) S 79°42'58" W, A DISTANCE OF 76.33 FEET; (11) N 83°34'04" W, A DISTANCE OF 38.00 FEET; (12) S 83°25'34" W, A DISTANCE OF 109.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 70.104 ACRES, MORE OR LESS.

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

5

Hopping Green & Sams

Attorneys and Counselors

October 15, 2021

VIA EMAIL

Daniel Rom
District Manager
Wrathell, Hunt and Associates, LLC
romd@whhassociates.com

RE: Willows Community Development District ("Client")

JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP

Dear Mr. Rom:

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client on the above referenced matter(s) (the "Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.



10/15/2021

**(Please sign if you want Alternative #1;
otherwise, do not sign on this line.)**

[DATE]

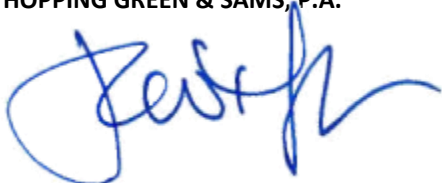
2. ALTERNATIVE #2. If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

(Please sign here if you have [DATE]
given instructions under Alternative
#2; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, MarkS@hgslaw.com, TuckerM@hgslaw.com, and KimH@hgslaw.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.



By: Jonathan Johnson

Its: President

Date: October 15, 2021

cc: Ryan Zook (RAZook@drhorton.com)

**KUTAK ROCK LLP
FEE AGREEMENT FOR
WILLOWS COMMUNITY DEVELOPMENT DISTRICT**

I. PARTIES

THIS FEE AGREEMENT ("Fee Agreement") is made and entered into by and between the following parties, and supersedes on a going forward basis any prior fee agreement between the parties:

A. Willows Community Development District ("Client")
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

B. Kutak Rock LLP ("KUTAK")
107 West College Avenue (32301)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

A. The Client agrees to employ and retain KUTAK as its attorney and legal representative for all legal matters involving the District.

B. KUTAK accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. FEES

The Client agrees to compensate KUTAK for services rendered regarding any matters covered by this Fee Agreement according to the hourly billing rates for individual KUTAK lawyers set forth herein, plus actual expenses incurred by KUTAK in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). For Calendar Year 2022, hourly rates will be \$285 per hour for shareholders, \$255 per hour associates, \$225 per hour for contract attorneys and \$180 per hour for paralegals. All hourly rates will be increased annually by \$10 per hour. To the extent that the District issues bonds during Calendar Year 2022, KUTAK will provide issuer's counsel services under a flat fee of \$37,000 per bond issuance. This flat fee will be increased annually by \$1,000 per year.

IV. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by KUTAK will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by KUTAK for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KUTAK may

confidentially destroy or shred the Client File, unless KUTAK is provided a written request from the Client requesting return of the Client File, to which KUTAK will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Fee Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business.

VII. EXECUTION OF FEE AGREEMENT

This Fee Agreement shall be deemed fully executed upon its signing by KUTAK and the Client. The contract formed between KUTAK and the Client shall be the operational contract between the parties.

VIII. ENTIRE CONTRACT

This Fee Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to by:

**WILLOWS COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

Tucker F. Mackie, Transition Partner

Its: _____

Date: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Fee Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.05 per page, which is less than actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the Client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The Client is responsible for notifying the firm of any particular billing arrangements or procedures which the Client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOWS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE WILLOWS COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, Willows Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

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

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

SECTION 1. Tucker F. Mackie of Kutak Rock LLP is hereby designated as the Registered Agent for the Willows Community Development District.

SECTION 2. The District's Registered Office shall be located at the office of Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301.

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

SECTION 4. This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED AND ADOPTED this 6th day of May, 2022.

ATTEST:

WILLOWS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOWS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Willows Community Development District ("**District**") prior to June 15, 2022, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," Wrathell, Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: 1-877-276-0889. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for

public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2022, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: August 5, 2022
HOUR: 11:00 AM
LOCATION: ZNS Engineering
1023 Manatee Avenue W. (7th Floor)
Bradenton, Florida 34205

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least 60 days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Manatee County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

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

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF MAY, 2022.

ATTEST:

**WILLOWS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1
Definitions of General Fund Expenditures	2
Debt Service Fund Budget - Series 2019	3
Amortization Schedule - Series 2019	4 - 5
Assessment Summary	6

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Adopted Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 25,474				\$ 29,532
Allowable discounts (4%)	(1,019)				(1,181)
Assessment levy: on-roll - net	24,455	\$ 24,463	\$ -	\$ 24,463	28,351
Assessment levy: off-roll	70,952	17,738	53,214	70,952	82,255
Total revenues	95,407	42,201	53,214	95,415	110,606
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	45,000	22,500	22,500	45,000	45,000
DSF accounting/assessment collections ¹	5,500	2,750	2,750	5,500	6,875
Legal	15,000	1,507	4,000	5,507	15,000
Engineering	2,500	-	20,000	20,000	2,500
Audit	6,200	-	6,200	6,200	6,400
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent ²	1,000	500	500	1,000	2,000
Trustee	5,500	-	5,500	5,500	11,000
Telephone	200	100	100	200	200
Postage	500	41	459	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	140	1,360	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,175	-	5,175	5,900
Contingencies/bank charges	500	68	432	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	-	210	210	210
Property appraiser & tax collector	764	733	31	764	886
Total expenditures	92,004	34,644	65,042	99,686	100,601
Excess/(deficiency) of revenues over/(under) expenditures	3,403	7,557	(11,828)	(4,271)	10,005
Fund balance - beginning (unaudited)	14,997	31,536	39,093	31,536	27,265
Fund balance - ending					
Committed:					
Working capital	12,500	12,500	12,500	12,500	29,575
Unassigned	5,900	26,593	14,765	14,765	7,695
Fund balance - ending (projected)	\$ 18,400	\$ 39,093	\$ 27,265	\$ 27,265	\$ 37,270

¹ \$5,500 per bond issuance.

² \$1,000 per bond issuance.

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 45,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
DSF accounting/assessment collections	6,875
Legal	15,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,500
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,400
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	11,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,900
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Property appraiser & tax collector	886
Total expenditures	<u>\$ 100,601</u>

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2019
FISCAL YEAR 2023**

	Fiscal Year 2022				Adopted Budget FY 2023
	Adopted Budget FY 2022	Actual Through 3/31/2022	Projected Through 9/30/2022	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll	\$ 353,772				\$ 353,772
Allowable discounts (4%)	(14,151)				(14,151)
Net assessment levy - on-roll	339,621	\$ 339,575	\$ 46	\$ 339,621	339,621
Assessment levy: off-roll	329,008	206,610	122,398	329,008	329,008
Interest	-	23	-	23	-
Total revenues	668,629	546,208	122,444	668,652	668,629
EXPENDITURES					
Debt service					
Principal	165,000	-	165,000	165,000	170,000
Interest	495,333	247,667	247,666	495,333	488,940
Property appraiser & tax collector	10,614	10,189	425	10,614	10,614
Total expenditures	670,947	257,856	413,091	670,947	669,554
Excess/(deficiency) of revenues over/(under) expenditures	(2,318)	288,352	(290,647)	(2,295)	(925)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(22)	-	(22)	-
Total other financing sources/(uses)	-	(22)	-	(22)	-
Fund balance:					
Net increase/(decrease) in fund balance	(2,318)	288,330	(290,647)	(2,317)	(925)
Beginning fund balance (unaudited)	923,398	913,259	1,201,589	913,259	910,942
Ending fund balance (projected)	\$ 921,080	\$ 1,201,589	\$ 910,942	\$ 910,942	910,017
Use of fund balance:					
Debt service reserve account balance (required)					(658,865)
Interest expense - November 1, 2023					(241,176)
Projected fund balance surplus/(deficit) as of September 30, 2023					\$ 9,976

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
03/22/19				-	10,090,000.00
11/01/19			280,022.73	280,022.73	10,090,000.00
05/01/20			250,766.63	250,766.63	10,090,000.00
11/01/20			250,766.63	250,766.63	10,090,000.00
05/01/21	160,000.00	3.875%	250,766.63	410,766.63	9,930,000.00
11/01/21			247,666.63	247,666.63	9,930,000.00
05/01/22	165,000.00	3.875%	247,666.63	412,666.63	9,765,000.00
11/01/22			244,469.75	244,469.75	9,765,000.00
05/01/23	170,000.00	3.875%	244,469.75	414,469.75	9,595,000.00
11/01/23			241,176.00	241,176.00	9,595,000.00
05/01/24	180,000.00	3.875%	241,176.00	421,176.00	9,415,000.00
11/01/24			237,688.50	237,688.50	9,415,000.00
05/01/25	185,000.00	4.370%	237,688.50	422,688.50	9,230,000.00
11/01/25			233,646.25	233,646.25	9,230,000.00
05/01/26	195,000.00	4.370%	233,646.25	428,646.25	9,035,000.00
11/01/26			229,385.50	229,385.50	9,035,000.00
05/01/27	200,000.00	4.370%	229,385.50	429,385.50	8,835,000.00
11/01/27			225,015.50	225,015.50	8,835,000.00
05/01/28	210,000.00	4.370%	225,015.50	435,015.50	8,625,000.00
11/01/28			220,427.00	220,427.00	8,625,000.00
05/01/29	220,000.00	4.370%	220,427.00	440,427.00	8,405,000.00
11/01/29			215,620.00	215,620.00	8,405,000.00
05/01/30	230,000.00	5.000%	215,620.00	445,620.00	8,175,000.00
11/01/30			209,870.00	209,870.00	8,175,000.00
05/01/31	240,000.00	5.000%	209,870.00	449,870.00	7,935,000.00
11/01/31			203,870.00	203,870.00	7,935,000.00
05/01/32	255,000.00	5.000%	203,870.00	458,870.00	7,680,000.00
11/01/32			197,495.00	197,495.00	7,680,000.00
05/01/33	270,000.00	5.000%	197,495.00	467,495.00	7,410,000.00
11/01/33			190,745.00	190,745.00	7,410,000.00
05/01/34	280,000.00	5.000%	190,745.00	470,745.00	7,130,000.00
11/01/34			183,745.00	183,745.00	7,130,000.00
05/01/35	295,000.00	5.000%	183,745.00	478,745.00	6,835,000.00
11/01/35			176,370.00	176,370.00	6,835,000.00
05/01/36	310,000.00	5.000%	176,370.00	486,370.00	6,525,000.00
11/01/36			168,620.00	168,620.00	6,525,000.00
05/01/37	325,000.00	5.000%	168,620.00	493,620.00	6,200,000.00
11/01/37			160,495.00	160,495.00	6,200,000.00
05/01/38	345,000.00	5.000%	160,495.00	505,495.00	5,855,000.00
11/01/38			151,870.00	151,870.00	5,855,000.00
05/01/39	360,000.00	5.000%	151,870.00	511,870.00	5,495,000.00
11/01/39			142,870.00	142,870.00	5,495,000.00
05/01/40	380,000.00	5.200%	142,870.00	522,870.00	5,115,000.00
11/01/40			132,990.00	132,990.00	5,115,000.00
05/01/41	400,000.00	5.200%	132,990.00	532,990.00	4,715,000.00
11/01/41			122,590.00	122,590.00	4,715,000.00
05/01/42	420,000.00	5.200%	122,590.00	542,590.00	4,295,000.00

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/42			111,670.00	111,670.00	4,295,000.00
05/01/43	445,000.00	5.200%	111,670.00	556,670.00	3,850,000.00
11/01/43			100,100.00	100,100.00	3,850,000.00
05/01/44	470,000.00	5.200%	100,100.00	570,100.00	3,380,000.00
11/01/44			87,880.00	87,880.00	3,380,000.00
05/01/45	495,000.00	5.200%	87,880.00	582,880.00	2,885,000.00
11/01/45			75,010.00	75,010.00	2,885,000.00
05/01/46	520,000.00	5.200%	75,010.00	595,010.00	2,365,000.00
11/01/46			61,490.00	61,490.00	2,365,000.00
05/01/47	545,000.00	5.200%	61,490.00	606,490.00	1,820,000.00
11/01/47			47,320.00	47,320.00	1,820,000.00
05/01/48	575,000.00	5.200%	47,320.00	622,320.00	1,245,000.00
11/01/48			32,370.00	32,370.00	1,245,000.00
05/01/49	605,000.00	5.200%	32,370.00	637,370.00	640,000.00
11/01/49			16,640.00	16,640.00	640,000.00
05/01/50	640,000.00	5.200%	16,640.00	656,640.00	-
Total	10,090,000.00		10,370,532.88	20,460,532.88	

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

On-Roll Assessments				
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	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
Phase 1 Units	200	\$ 147.66	\$1,768.86	\$ 1,916.52	\$ 1,896.23
Phase 2 Units	-	147.66	-	147.66	127.37
Total	200				

Off-Roll Assessments				
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	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
Phase 1 Units	200	\$ 137.32	\$ 1,645.04	\$ 1,782.36	\$ 1,763.49
Phase 2 Units	399	137.32	-	137.32	118.45
Total	599				

Note: Off-Roll assessments, although shown on a per unit basis, will be collected directly (off-roll) on a per gross acre basis

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WILLOWS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

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

WHEREAS, the District’s Board of Supervisors (the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of Manatee County Ordinance No. 18-028 creating the District (the “Ordinance”) is June 18, 2018; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. The Board is currently made up of the following individuals.

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Ryan Zook	November 2022
2	Anne Mize	November 2022
3	John Snyder	November 2024
4	Greg Mundell	November 2022
5	Hal Lutz	November 2024

This year, Seats 1, 2, and 4, currently held by Ryan Zook, Anne Mize and Greg Mundell, respectively, are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

SECTION 2. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the ____ day of November, 2022, at _____ a/p.m. at _____.

SECTION 3. The District’s Secretary is hereby directed to publish notice of this landowners meeting and election in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 4. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced by the Board at its May 6, 2022 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented in at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by emailing romd@whhassociates.com or calling (561) 571-0010.

SECTION 5. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution or any part thereof.

SECTION 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 6th day of May, 2022.

ATTEST:

**WILLOWS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE WILLOWS COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Willows Community Development District (the "District"), in Manatee County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November ____, 2022

TIME: _____

PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by emailing romd@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
WILLOWS COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: _____, November __, 2022

TIME: _____ .M.

LOCATION:

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**WILLOWS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Willows Community Development District to be held at _____ a/p.m., on November __, 2022 at _____, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the proxy holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**WILLOWS COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2022**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Willows Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
1.	_____	_____
2.	_____	_____
4.	_____	_____

Date: _____

Signed: _____

Printed Name: _____

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2022-04

A RESOLUTION OF THE WILLOWS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Manatee County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 6th day of May, 2022.

Attest:

WILLOWS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

WILLOWS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>offices of ZNS Engineering, 1023 Manatee Avenue W., Bradenton, Florida 34205 (7th Floor)</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2022	Regular Meeting	11:00 AM
November 4, 2022	Landowners' Meeting & Regular Meeting	11:00 AM
December 2, 2022	Regular Meeting	11:00 AM
January 6, 2023	Regular Meeting	11:00 AM
February 3, 2023	Regular Meeting	11:00 AM
March 3, 2023	Regular Meeting	11:00 AM
April 7, 2023	Regular Meeting	11:00 AM
May 5, 2023	Regular Meeting	11:00 AM
June 2, 2023	Regular Meeting	11:00 AM
July 7, 2023	Regular Meeting	11:00 AM
August 4, 2023	Public Hearing & Regular Meeting	11:00 AM
September 1, 2023	Regular Meeting	11:00 AM

WILLOWS
COMMUNITY DEVELOPMENT DISTRICT

10A

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

VII. Resolution of Disputes

* * *

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District’s failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

34. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
45. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
56. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
67. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

X. Late Payment Interest Charges

* * *

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILLOWS COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Willows Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of May, 2022.

ATTEST:

**WILLOWS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

WILLOWS COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

May 6, 2022

Willows Community Development District
Prompt Payment Policies and Procedures

Table of Contents

I.	Purpose	1
II.	Scope	1
III.	Definitions	1
	A. Agent	1
	B. Construction Services	1
	C. Contractor or Provider of Construction Services	1
	D. Date Stamped	1
	E. Improper Invoice	2
	F. Improper Payment Request	2
	G. Non-Construction Goods and Services.....	2
	H. Proper Invoice	2
	I. Proper Payment Request	2
	J. Provider	2
	K. Purchase	2
	L. Vendor	2
IV.	Proper Invoice/Payment Request Requirements	3
	A. General	3
	B. Sales Tax	3
	C. Federal Identification and Social Security Numbers	3
	D. Proper Invoice for Non-Construction Goods and Services	3
	E. Proper Payment Request Requirements for Construction Services	4
V.	Submission of Invoices and Payment Requests	4
VI.	Calculation of Payment Due Date	5
	A. Non-Construction Goods and Services Invoices	5
	B. Payment Requests for Construction Services	6
VII.	Resolution of Disputes	7
	A. Dispute Between the District and a Provider	7
	B. Dispute Resolution Procedures	7
VIII.	Purchases Involving Federal Funds or Bond Funds.....	9
IX.	Requirements for Construction Services Contracts – Project Completion; Retainage	9
X.	Late Payment Interest Charges	9
	A. Related to Non-Construction Goods and Services	9
	B. Related to Construction Services	10
	C. Report of Interest	10

I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Willows Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods, and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells, or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8017720557C-1. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 571-0010, email romd@whhassociates.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**
Willows Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, #410W
Boca Raton, Florida 33431
- 2. Email Address**
Willowscdd@districtap.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

- 1. Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider. If the costs of the third-party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

10B

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

10BI

February 28, 2022

Board of Supervisors
Willows Community Development District
Manatee County, Florida

**RE: Willows Community Development District
Professional Services - CDD Needs Analysis of Stormwater and Wastewater Facilities
Manatee County, Florida**

Dear Chairman, Board of Supervisors:

ZNS Engineering, L.C. is pleased to provide you with our professional services contract for the Willows CDD Needs Analysis Report. The purpose of this document is to establish professional services and fees and to create contractual rights between Willows Community Development District (Client) and ZNS Engineering, L.C. (ZNS). Services rendered under this agreement shall be lump sum unless noted otherwise. The following is a breakdown of those Services and Fees:

TASK 1: GENERAL CONSULTING SERVICES (Hourly, Not to Exceed)

- A. Prepare the Willows Community Development District Needs Analysis of Stormwater and Wastewater Facilities, as required by Chapter 2021-194, Sections 403.9301 and 403.9302, Laws of Florida, to include the following:

Wastewater Services

Section 403.9301, Florida Statutes, now requires that each county, municipality, or special district providing wastewater services is required to prepare a 20-year needs analysis. This would include those special districts owning, operating, and maintaining sanitary sewer facilities (pipes) and lift stations. By June 30, 2022, and every five (5) years thereafter, each county, municipality, or special district providing such services is required to develop a needs analysis for its jurisdiction for the subsequent twenty (20) years. The following information is required to be included, at a minimum, in that wastewater facilities needs analysis:

1. A detailed description of the facilities used to provide wastewater services;
2. The number or current and projected connections and residents served calculated in five (5) year increments;
3. The current and projected service area for wastewater services;
4. The current and projected cost of providing wastewater services calculated in five (5) year increments;
5. The estimated remaining useful life of each facility or its major components;

6. The most recent five (5) year history of annual contributions to, expenditures from, and balances of any capital account from maintenance or expansion of any facility or its major components; and
7. The local government's plan to fund the maintenance or expansion of any facility or its major components, which plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

Stormwater Management

Section 403.9302, Florida Statutes, requires each county, municipality, or special district providing a stormwater management program or stormwater management system to also create a 20-year needs analysis pertaining to its stormwater facilities. By June 30, 2022 and every five (5) years thereafter, each county, municipality, or special district operating and maintaining a stormwater management program or stormwater management system is required to develop a needs analysis for its jurisdiction for the subsequent twenty (20) years. The stormwater facilities needs analysis must include, at a minimum, the following:

1. A detailed description of the stormwater management program or stormwater management system and its facilities and projects;
2. The number of current and projected residents served calculated in five (5) year increments;
3. The current and projected service area for the stormwater management program or stormwater management system;
4. The current and projected cost of providing services calculated in five (5) year increments;
5. The estimated remaining useful life of each facility or its major components;
6. The most recent five (5) year history of annual contributions to, expenditures from, and balances of any capital account from maintenance or expansion of any facility or its major components; and
7. The local government's plan to fund the maintenance or expansion of any facility or its major components, including historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

PROFESSIONAL FEES

TASK 1: GENERAL CONSULTING SERVICES (Hourly, Not to Exceed)	\$ 20,000.00
TOTAL	\$ 20,000.00

Should the above proposal meet with your approval, please forward one executed copy to our office. This proposal becomes null and void if not executed within a period of Thirty (30) days. As always, we thank you for your business!

Respectfully submitted,
ZNS Engineering, L.C.



Nathan Kragt, P.E.
Senior Vice President

Accepted by:
Willows Community Development District



Signature
Ryan Zook/Chair

Printed Name/Title

Date

GENERAL CONDITIONS

Consulting and representation services to prepare the documents as outlined above are included in the base contract; however, survey re-stakes, revisions to plans after the initial submittals or reports per the clients request, permit deviation responses, special services, if required, for meetings, hearings, agreements, administrative services and/or coordination services requested by the Client, governmental agencies and/or project attorney will be provided based on a time and materials basis per ZNS rate schedule.

Invoices submitted monthly are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. The Client shall have fifteen (15) days to review and advise of any questions concerning each bill upon rendering of same, after which the bill shall be deemed approved and accepted.

In addition to all fees described herein, all invoices will be subject to a sales tax, if applicable by law.

The fees for all services which have not been completed within months of the date of this proposal will be subject to a cost of living increase.

All costs and fees as billed shall constitute a lien against the subject property, pursuant to Chapter 713, Florida Statutes (1988).

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by ZNS, the Client covenants and agrees that all such drawings and data are instruments of service of ZNS, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

The Client and ZNS agree that any CADD files prepared by either party shall conform to AutoCAD 2014 DWG format. The electronic files submitted by ZNS to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to ZNS and will be corrected as part of the basic Scope of Services.

The client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against ZNS resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than ZNS.

The client further agrees, to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than ZNS or from any reuse of the drawings and data without the prior written consent of ZNS.

In addition, the Client agrees that any work related to assisting the client in the bid process is not guaranteed to be free of error therefore it's the client's responsibility to review with contractors all bid docs in order to verify they are accurate. Furthermore, the client agrees to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any inaccuracies or wording from any bid documents including but not limited to Contract Docs, Specifications, Schedules of Values etc.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by ZNS. ZNS makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

In the event legal action is necessary to enforce the payment provisions of this agreement, the engineer shall be entitled to collect from the client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the engineer in connection therewith and, in addition, the reasonable value of the engineer's time and expenses spent in connection with such collection action, computed at the engineer's prevailing fee schedule and expense policies.

If the client fails to make payments when due or otherwise is in breach of this agreement, the engineer may suspend performance of services upon five (5) calendar days' notice to the client. The engineer shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this agreement by the client.

Should work under this agreement be suspended by the client for any reason, including breach of agreement, the client agrees to compensate ZNS for services performed to date on a time and material basis, utilizing ZNS then current rates. If the client fails to make payment to the engineer in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by the engineer.

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

10B11

Work Authorization

_____, 2021

Willows Community Development District
Manatee County, Florida

Subject: **Work Authorization Number 3**

Willows Community Development District

Dear Chairman, Board of Supervisors:

ZNS Engineering, L.C., is pleased to submit this work authorization to provide engineering services for the Willows Community Development District. We will provide these services pursuant to our current agreement dated August 2, 2019 (“Engineering Agreement”) as follows:

I. Scope of Work

Willows Community Development District will engage the services of ZNS Engineering, L.C., as Engineer to perform those services identified in the proposal attached hereto for the preparation of a CDD Needs Analysis of Stormwater and Wastewater Facilities Report as required in Chapter 2021-194, Laws of Florida.


II. Fees

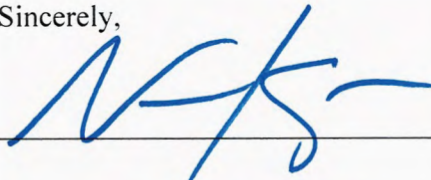
Willows Community Development District will compensate ZNS Engineering, L.C., an hourly, Not to Exceed fee of Twenty Thousand Dollars (\$20,000.00) pursuant to the Proposal. The District will reimburse ZNS Engineering, L.C., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Willows Community Development District and ZNS Engineering, L.C., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering ZNS Engineering, L.C. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

By:  _____
Authorized Representative of
Willows Community
Development District

Sincerely,
 _____
Date: 2/28/22

RATE SCHEDULE

Principal or Senior Project Manager	\$172.00 per hour
Professional Engineer	\$165.00 per hour
Professional Land Surveyor or Land Planner	\$142.00 per hour
Professional Landscape Architect/Environmentalist	\$142.00 per hour
Professional Landscape Architect with GPS Equipment	\$147.00 per hour
Graduate Engineer or Senior Designer	\$128.00 per hour
Technician, Designer, or Field Representative	\$113.00 per hour
Technician with GPS Equipment	\$123.00 per hour
Drafter 1	\$113.00 per hour
Drafter 2	\$106.00 per hour
Drafter 3	\$ 85.00 per hour
Drafter 4	\$ 78.00 per hour
Drafter 5	\$ 70.00 per hour
Drafter 6	\$ 62.00 per hour
Survey Crew (Four Man Crew)	\$172.00 per hour
Survey Crew (Four Man Crew) with GPS or Robotic Equipment	\$184.00 per hour
Survey Crew (Three Man Crew)	\$145.00 per hour
Survey Crew (Three Man Crew) GPS or Robotic Equipment	\$162.00 per hour
Survey Crew (Two Man Crew)	\$137.00 per hour
Survey Crew (Two Man Crew) with GPS or Robotic Equipment	\$151.00 per hour
Administrative Assistant	\$ 56.00 per hour
Aide (Technical Secretary)	\$ 43.00 per hour

Plans, specifications, application reproduction required for submittals to governmental agencies as well as any survey monuments furnished by ZNS, as requested by the Client, will be charged as follows:

Plans, including submittals:	\$ 1.00 each
Color Rendering Prints (24" x 36")	
Glossy	\$ 30.00 each
Medium Grade	\$ 25.00 each
Color Prints (11" x 17")	
Glossy	\$ 5.00 each
Medium Grade	\$ 2.00 each
Color Prints (8 1/2" x 11")	

Glossy	\$	2.00 each
Medium Grade	\$	1.00 each
Mylars:	\$	15.00 each
Photocopies (Specifications, etc.):	\$.25 each
Iron Pipe or Rebar (3/4" x 24"):	\$	2.50 each
Surveyors Certified Concrete Monument:	\$	20.00 each

Out-of-County travel, long-distance telephone calls, facsimile transmittals, special mailings (next day delivery), governmental maps, deeds, reductions, etc., and other out-of-pocket project expenses, will be billed at actual expense incurred. Submittal fees required by governmental agencies are the responsibility of the client, at the time of submittal.

Invoices will be sent monthly. Payment is due immediately upon receipt of invoice; however, there is an allowance for a 15-day grace period for the payment to be received, without adding interest or other penalties. If payment is received after the 15-day grace period, the amount due shall increase to reflect an additional one and one-half percent (1.5%) per month interest plus any attorney's fees required for collection whether action be brought or not.

This rate schedule is subject to change.

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

11

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022**

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 266,254	\$ -	\$ -	\$ 266,254
Investments				
Revenue 2019	-	329,399	-	329,399
Reserve 2019	-	658,865	-	658,865
Cap interest 2019	-	6,676	-	6,676
Construction 2019	-	-	39	39
Cost of issuance	-	39	-	39
Due from general fund	-	206,610	-	206,610
Total assets	<u>\$ 266,254</u>	<u>\$ 1,201,589</u>	<u>\$ 39</u>	<u>\$ 1,467,882</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to Developer	\$ 17,468	\$ -	\$ -	\$ 17,468
Due to debt service fund	206,610	-	-	206,610
Developer advance	3,083	-	-	3,083
Total liabilities	<u>227,161</u>	<u>-</u>	<u>-</u>	<u>227,161</u>
Fund balances:				
Restricted for:				
Debt service	-	1,201,589	-	1,201,589
Capital projects	-	-	39	39
Committed:				
Working capital	12,500	-	-	12,500
Unassigned	26,593	-	-	26,593
Total fund balances	<u>39,093</u>	<u>1,201,589</u>	<u>39</u>	<u>1,240,721</u>
Total liabilities and fund balances	<u>\$ 266,254</u>	<u>\$ 1,201,589</u>	<u>\$ 39</u>	<u>\$ 1,467,882</u>

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 24,463	\$ 24,455	100%
Assessment levy: off-roll	17,738	17,738	70,952	25%
Total revenues	<u>17,738</u>	<u>42,201</u>	<u>95,407</u>	44%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	3,750	22,500	45,000	50%
DSF accounting/assessment collections	458	2,750	5,500	50%
Legal	365	1,507	15,000	10%
Engineering	-	-	2,500	0%
Audit	-	-	6,200	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	500	1,000	50%
Trustee	-	-	5,500	0%
Telephone	17	100	200	50%
Postage	10	41	500	8%
Printing & binding	42	250	500	50%
Legal advertising	70	140	1,500	9%
Annual special district fee	-	175	175	100%
Insurance	-	5,175	5,500	94%
Contingencies/bank charges	-	68	500	14%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,795</u>	<u>33,911</u>	<u>91,240</u>	37%
Other fees & charges				
Property appraiser	-	-	382	0%
Tax collector	-	733	382	192%
Total other fees & charges	<u>-</u>	<u>733</u>	<u>764</u>	96%
Total expenditures	<u>4,795</u>	<u>34,644</u>	<u>92,004</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	12,943	7,557	3,403	
Fund balances - beginning	26,150	31,536	14,997	
Fund balances - ending				
Committed:				
Working capital	12,500	12,500	12,500	
Unassigned	26,593	26,593	5,900	
Fund balances - ending	<u>\$ 39,093</u>	<u>\$ 39,093</u>	<u>\$ 18,400</u>	

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 339,575	\$ 339,621	100%
Assessment levy: off-roll	206,610	206,610	329,008	63%
Interest	3	23	-	N/A
Total revenues	<u>206,613</u>	<u>546,208</u>	<u>668,629</u>	82%
EXPENDITURES				
Debt service				
Principal	-	-	165,000	0%
Interest	-	247,667	495,333	50%
Total debt service	<u>-</u>	<u>247,667</u>	<u>660,333</u>	38%
Other fees & charges				
Property appraiser	-	-	5,307	0%
Tax collector	-	10,189	5,307	192%
Total other fees and charges	<u>-</u>	<u>10,189</u>	<u>10,614</u>	96%
Total expenditures	<u>-</u>	<u>257,856</u>	<u>670,947</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	206,613	288,352	(2,318)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(3)	(22)	-	N/A
Total other financing sources	<u>(3)</u>	<u>(22)</u>	<u>-</u>	N/A
Net change in fund balances	206,610	288,330	(2,318)	
Fund balances - beginning	994,979	913,259	923,398	
Fund balances - ending	<u>\$ 1,201,589</u>	<u>\$ 1,201,589</u>	<u>\$ 921,080</u>	

**WILLOWS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Transfer in	3	22
Total other financing sources/(uses)	<u>3</u>	<u>22</u>
Net change in fund balances	3	22
Fund balances - beginning	36	17
Fund balances - ending	<u>\$ 39</u>	<u>\$ 39</u>

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

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DRAFT

**MINUTES OF MEETING
WILLOWS COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Willows Community Development District held a Public Hearing and Regular Meeting on August 6, 2021 at 10:00, at the office of ZNS Engineering, 201 5th Avenue Dr. E., Bradenton, Florida 34208.

Present were:

John Snyder	Vice Chair
Anne Mize	Assistant Secretary
Hal Lutz	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Tucker Mackie	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:12 a.m. Supervisors Snyder, Mize and Lutz were present, in person. Supervisors Zook and Mundell were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

A. Proof /Affidavit of Publication

The affidavit of publication was provided for informational purposes.

B. Consideration of Resolution 2021-05, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date

38 Mr. Rom stated the proposed Fiscal Year 2022 budget was unchanged since it was
39 presented at the last meeting.

40

41 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the**
42 **public hearing was opened.**

43

44

45 No members of the public spoke.

46

47 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the**
48 **public hearing was closed.**

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51 Mr. Rom presented Resolution 2021-05 and read the title.

52

53 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor,**
54 **Resolution 2021-05, Relating to the Annual Appropriations and Adopting the**
55 **Budgets for the Fiscal Year Beginning October 1, 2021 and Ending September**
56 **30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,**
57 **was adopted.**

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60 **FOURTH ORDER OF BUSINESS**

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72 Mr. Rom presented Resolution 2021-06 and read the title.

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Consideration of Resolution 2021-06, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

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On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, Resolution 2021-06, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Ratification of Acceptance of Audited Financial Statements for the Fiscal Year Ended September 30, 2020

Mr. Rom presented the Audited Financial Statements for the Fiscal Year Ended September 30, 2020 and noted it was a clean audit with no deficiencies and no findings.

On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, acceptance of the Audited Financial Statements for the Fiscal Year Ended September 30, 2020 and the Chair’s actions, were ratified.

SIXTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2021

Mr. Rom presented the Unaudited Financial Statements as of June 30, 2021.

On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the Unaudited Financial Statements as of June 30, 2021, were accepted.

SEVENTH ORDER OF BUSINESS

Approval of April 29, 2021 Regular Meeting Minutes

Mr. Rom presented the April 29, 2021 Regular Meeting Minutes.

On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the April 29, 2021 Regular Meeting Minutes, as presented, were approved.

114 **EIGHTH ORDER OF BUSINESS** **Staff Reports**

115

116 **A. District Counsel: *Hopping Green & Sams, P.A.***

117 There was no report.

118 **B. District Engineer: *ZNS Engineering, L.C.***

119 There was no report.

120 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 121 • **NEXT MEETING: September 3, 2021 at 10:00 a.m.**

- 122 ○ **QUORUM CHECK**

123 The next meeting would be held on September 3, 2021, unless canceled.

124

125 **NINTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

126

127 There were no Board Members' comments or requests.

128

129 **TENTH ORDER OF BUSINESS** **Public Comments**

130

131 There were no public comments.

132

133 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

134

135 There being nothing further to discuss, the meeting adjourned.

136

137 **On MOTION by Mr. Lutz and seconded by Ms. Mize, with all in favor, the**
138 **meeting adjourned at 10:13 a.m.**

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142 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

WILLOWS

COMMUNITY DEVELOPMENT DISTRICT

13C

MICHAEL BENNETT • SUPERVISOR OF ELECTIONS • MANATEE COUNTY

600 301 Boulevard West, Suite 108, Bradenton, Florida 34205-7946
PO Box 1000, Bradenton, Florida 34206-1000



Phone: 941-741-3823 • Fax: 941-741-3820 • VoteManatee.com • Info@VoteManatee.com

April 20, 2022

Willows Community Development District
Wrathell, Hunt and Associates, LLC
Attn: Daphne Gillyard
2300 Glades Rd., Suite 410W
Boca Raton FL 33431

Dear Ms. Gillyard:

We are in receipt of your request for the number of registered voters in the Willows Community Development District of April 15, 2022. According to our records, there were 116 persons registered in the Willows Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Bennett". The signature is fluid and cursive.

Michael Bennett
Supervisor of Elections

MB/hk

WILLOWS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

offices of ZNS Engineering, 201 5th Avenue Dr. E., Bradenton, Florida 34208

***offices of ZNS Engineering, 1023 Manatee Avenue W., Bradenton, Florida 34205 (7th Floor)*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 1, 2021 CANCELED	Regular Meeting	11:00 AM
November 5, 2021 CANCELED	Regular Meeting	11:00 AM
December 3, 2021 CANCELED	Regular Meeting	11:00 AM
January 7, 2022 CANCELED	Regular Meeting	11:00 AM
February 4, 2022 CANCELED	Regular Meeting	11:00 AM
March 4, 2022 CANCELED	Regular Meeting	11:00 AM
April 1, 2022 CANCELED	Regular Meeting	11:00 AM
May 6, 2022	Regular Meeting	11:00 AM
June 3, 2022*	Regular Meeting	11:00 AM
July 1, 2022**	Regular Meeting	11:00 AM
August 5, 2022**	Public Hearing & Regular Meeting	11:00 AM
September 2, 2022**	Regular Meeting	11:00 AM

* Location unavailable for June 3 Meeting

** New location effective July 1, 2022 due to ZNS' move to new office