



**WEST VILLAGES
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT
SARASOTA COUNTY
SPECIAL BOARD MEETING
FEBRUARY 2, 2017
11:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.westvillagesid.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
City of North Port
4970 City Hall Boulevard
North Port, FL 34286

SPECIAL BOARD MEETING

February 2, 2017
11:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider Board Member Resignations and Appointments to Vacancies.....Page 2
- E. Additions or Deletions to Agenda
- F. Comments from the Public
- G. Approval of Minutes
 - 1. January 12, 2017 Regular Board Meeting.....Page 3
- H. General District Matters**
 - 1. Discussions Regarding Baseball Facility
 - a. Ratify District Managers Decision to Authorize ECT to Act as Agent to Seek Wetland Permits.....Page 8
 - Audience Comment
 - b. Consideration of Form of Funding Agreement.....Page 9
 - Audience Comment
 - c. Authorization to Participate in Meetings and Negotiations Relating to Location of Facility Within West Villages
 - Audience Comment
- I. Unit of Development No. 1**
- J. Unit of Development No. 2**
- K. Unit of Development No. 3**
- L. Unit of Development No. 4**
- M. Administrative Matters**
 - 1. Miscellaneous Consultant Reports
- N. Board Member Comments
- O. Adjourn

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Sarasota Herald-Tribune

Jan. 26, 2017

Miscellaneous Notices

WEST VILLAGES
IMPROVEMENT DISTRICT
NOTICE OF SPECIAL BOARD MEETING

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the West Villages Improvement District will hold a Special Board Meeting on February 2, 2017, at 11:00 a.m. in a Meeting Room of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.

The purpose of the Special Board Meeting is to discuss matters pertaining to spring training and to conduct any business properly coming before the Board. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Agenda for this meeting may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922.

From time to time one or more Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. The Special Board Meeting may be continued as found necessary to a time and date specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at this Special Board Meeting, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this meeting should contact the District Manager at (561) 630-4922 and/or toll free 1-877-737-4922 at least seven (7) days prior to the date of the meeting.

Meetings may be cancelled from time to time without advertised notice.

WEST VILLAGES IMPROVEMENT
DISTRICT

www.westvillagesid.org

PUBLISH: 01/26/17


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Matt J. O'Brien
Mattamy Homes
4107 Crescent Park Drive
Riverview, Florida 33578
Cell: 813-362-1137
Email: matt.obrien@mattamycorp.com

To: Todd Wodraska
Special District Services

Re: Resignation WVID

Please allow this letter to serve as my resignation from the West Villages Improvement District Board of Supervisors, effective immediately.

Kind Regards,



Matt J. O'Brien

**WEST VILLAGES IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 12, 2017**

A. CALL TO ORDER

The Regular Board Meeting of the West Villages Improvement District of January 12, 2017, was called to order at 11:00 a.m. in a Meeting Room of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on January 3, 2017, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

Chairman	Martin Black	Present
Vice Chairman	David Koon	Present
Supervisor	Matt O'Brien	Absent
Supervisor	Mac McCraw	Absent
Supervisor	Bob Rossman	Present

Staff members in attendance were:

District Manager	Todd Wodraska	Special District Services, Inc.
District Manager	Kathleen Dailey	Special District Services, Inc.
District Counsel	Lindsey Whelan	Hopping, Green & Sams
District Engineer	Mike Kennedy	Stantec
Operations Manager	Mike Smith	

Also present were District residents: Frank Warren, Lex Van Brero, Eddie Wadsworth, David Samuel and Woodrow Wilion.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

District resident Eddie Wadsworth asked about an email that had been sent regarding Gran Paradiso's gate and streets. Ms. Whelan stated that this is an ongoing matter that is being looked into and she should have information at the next meeting. Mr. Black indicated that the developer elects to man or not man a gate and the District looks at the requirements for publicly financed accesses, but does not regulate or control.

**WEST VILLAGES IMPROVEMENT DISTRICT
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JANUARY 12, 2017**

District resident Lex Van Brero asked that the Board address the gates planned for Village B. Mr. Black stated that all developments on the north side are planned to be gated, but will have public access because the development is publicly financed.

District resident David Samuel asked about a timeline for the approved traffic light at Gran Paradiso and Island Walk. Mr. Black stated that it is a condition of the permit for the developer to build, but he is not sure of the timeline. Mr. Kennedy indicated he would look into this item.

F. APPROVAL OF MINUTES

1. December 8, 2016, Regular Board Meeting

The December 8, 2016, Regular Board Meeting Minutes were presented for approval.

A **motion** was made by Mr. Rossman, seconded by Mr. Koon and passed unanimously to approve the minutes of the December 8, 2016, Regular Board Meeting, as presented.

G. GENERAL DISTRICT MATTERS

1. Update Regarding Status of Baseball Facility

Mr. Black stated that there continues to be ongoing discussions with the Atlanta Braves. He wanted to point out that while locating the training facility in West Villages is an active possibility, there is no intent to impose an additional assessment on residents. He indicated that it is a City/County, State, developer and team project.

2. Consider Approval of Prequalification Program of Contractors for Professional Services

Mr. Kennedy stated that having a prequalification program helps insure that the District gets qualified contractors to not just do the work, but to do it well. Mr. Rossman asked how often contractors would requalify or additional contractors would be added. Mr. Kennedy stated that it is usually a 3 year window with 1 year options and it is up to the Board if they want to open it back up for additional people. Mr. Black requested that a proposed program be brought back and Ms. Whelan stated that public hearings would be necessary for setting the qualification criteria.

H. Unit of Development No. 1

1. Update Regarding Wastewater Treatment Plant

Mr. Kennedy stated they are half way through the preliminary design report and that they continue to hold meetings with the City as to who will own and operate the plant. District resident Lex Van Brero asked if the City of North Port is putting money into these plants and Mr. Black responded that they are not, as it was a condition for the District to pay for them. Mr. Wodraska explained that the City will own and operate after the District builds the plant. District resident Eddie Wadsworth asked if reclaimed water would be provided and Mr. Black stated that it would.

**WEST VILLAGES IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 12, 2017**

2. Consider Approval of Work Authorization No. 23 for Services Associated with Wastewater Treatment Plant Boundary Survey Services

A **motion** was made by Mr. Koon, seconded by Mr. Rossman and passed unanimously approving Work Authorization No. 23 in the amount of \$8,200 to Stantec for services associated with wastewater treatment plant boundary survey services

I. Unit of Development No. 2

There were no matters regarding the Unit of Development No. 2.

J. Unit of Development No. 3

1. Discussion Regarding Updated Irrigation Agreement for Gran Paradiso

Mr. Kennedy stated that a meeting was being held today on the agreement, but guidance was needed from the Board. Mr. Black stated that a Board Member should be designated to work with Stantec on the proposed terms and it was the consensus of the Board that the Chairman, Martin Black, serve in that role.

K. Unit of Development No. 4

1. Review of RFP Committee Recommendation Relative to Oasis Project Bids

Mr. Kennedy went over the process. The Committee gave details about the two proposers. It was the recommendation to award the project to the low bidder, Frederick Derr.

2. Consider Resolution No. 2017-01 –Awarding Oasis Project

Resolution No. 2017-01 was presented, entitled:

RESOLUTION 2017-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE WEST VILLAGES IMPROVEMENT DISTRICT
REGARDING THE AWARD OF A CONSTRUCTION
CONTRACT; PROVIDING A SEVERABILITY CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Rossman, seconded by Mr. Koon and passed unanimously to adopt Resolution No. 2017-01.

Ms. Whelan clarified that the **motion** is made with the caveat of a not to exceed amount and that negotiations will take place to revise the price downward in order to try to meet budget allocations. District resident David Samuel asked what the caveats were and Mr. Black stated that the Board has the ability to reject the agreement, if the final dollar amount is not acceptable.

**WEST VILLAGES IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 12, 2017**

L. ADMINISTRATIVE MATTERS
1. Operations Manager Report

Mr. Smith noted that there were normal operations for the month.

2. Consider Payment Requisitions

A **motion** was made by Mr. Rossman, seconded by Mr. Koon and passed unanimously approving the payment requisition presented:

Unit 4 Construction Services
Requisition No. 1
Payable to: Thomas Ranch land Partners Village 1, LLLP
Amount Payable: \$1,921,980.10

Mr. Wodraska stated that this is paid from bond funds from Unit 4 and directs Ms. Whelan and Mr. Kennedy to accept bills of sale.

3. Miscellaneous Consultant Reports

Mr. Wodraska advised that he had been informed last week of an IRS audit on the Unit 1 bond issuance. He stated that this includes a large records request that staff is currently complying with.

Chairman Black left the meeting at 11:35 a.m. There was no longer a quorum, so only discussions took place, no further Board actions were taken.

Mr. Kennedy advised the Board that an application had been filed for cooperative funding with the South Florida Water Management District and that the application had been ranked high in all ten categories. Mr. Kennedy wanted to let the Board know that one of the requirements is that they cannot get reimbursed for money spent on design work prior to the award. If the Board stops with design work now, it would lose 9-12 months in the process. Mr. Kennedy indicated he would obtain additional information on the matter.

M. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

N. ADJOURNMENT

The meeting was adjourned at 11:45 a.m. by the District Manager. There were no objections.

**WEST VILLAGES IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 12, 2017**

Secretary/Assistant Secretary

Chair/Vice-Chair

January 25, 2017

Department of the Army
Jacksonville District Corps of Engineers
Tampa Regulatory Office
10117 Princess Palm Drive, Suite 120
Tampa, FL 33610

**Re: Atlanta Braves Spring Training Facility at West Villages
Sarasota County, Florida
USACE Jurisdictional Determination Request
Letter of Agent Authorization**

To Whom It May Concern:

With this letter, West Villages Improvement District authorizes Environmental Consulting & Technology, Inc. (ECT) staff Kerri MacNutt to act as our agent in all matter related to the USACE Jurisdictional Determination Request for the Atlanta Braves Spring Training Facility site located in Sarasota County, Florida.

This letter also serves as authorization for you and other USACE personnel to access the site for the purposes of the wetland verification. Please coordinate all fieldwork through ECT. If you have any questions or require additional information, please feel free to contact Ms. MacNutt at 941-374-6339 (or by email at kmacnutt@ectinc.com).

Sincerely,



Todd Wodraska, District Manager
West Villages Improvement District
Special District Services, Inc.
2501 Burns Road, Suite A
Palm Beach Gardens, FL 33410-5207

**BOND FINANCING TEAM FUNDING AGREEMENT
BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND
ATLANTA BRAVES, INC.**

This Bond Financing Team Funding Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2017, by and between:

WEST VILLAGES IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2004-456, Laws of Florida, as amended, and located within the City of North Port and Sarasota County, Florida, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 and located in Sarasota County, Florida (the “District”), and

ATLANTA BRAVES, INC., a Georgia corporation whose mailing address is 755 Battery Avenue SE, Atlanta, Georgia 30339 (the “Braves”).

RECITALS

WHEREAS, the District was established by Chapter 2004-456, Laws of Florida, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure and facilities; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of a professional baseball spring training facility (the “Facilities”) for the Braves which are to be located within the boundary of the District; and

WHEREAS, the District and the Braves desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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

1. PROVISION OF FUNDS. The Braves agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the construction and/or acquisition of the Facilities.

A. The Braves agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. The Braves and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by the Braves pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by the Braves pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to the Braves, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by the Braves. The District agrees to provide to the Braves, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. The Braves agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that the Braves fails to provide any such funds pursuant to this Agreement, the Braves and the District agree the work may be halted until such time as sufficient funds are provided by the Braves to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. The Braves and the District agree that the Braves may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by the Braves is contingent upon the Braves' provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. The Braves and the District agree that the District may terminate this Agreement due to a failure of the Braves to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to the Braves; provided, however, that the Braves shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by the Braves pursuant to this Agreement may be reimbursable from proceeds of the District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse the Braves in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by the Braves pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

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

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

A. If to the District: West Villages Improvement District
2501 Burns Road, Suite A
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Braves: Atlanta Braves, Inc.
755 Battery Avenue SE
Atlanta, Georgia 30339
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. The Braves understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

WEST VILLAGES IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

WITNESSES:

ATLANTA BRAVES, INC.
a Georgia corporation

Print Name: _____

By: _____
Its: _____

Print Name: _____