



**WEST VILLAGES
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT
SARASOTA COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
MARCH 10, 2022
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
19503 S. West Villages Parkway, Meeting Room Across From #A14
Venice, Florida 34293
<https://us02web.zoom.us/j/87509654850>
Code: 11036 Meeting ID: 875 0965 4850
Dial In:1-929-436-2866
REGULAR BOARD MEETING & PUBLIC HEARING
March 10, 2022
11:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions
- E. Comments from the Public on All Agenda Items
- F. Approval of Minutes
 - 1. February 10, 2022 Regular Board Meeting & Public Hearing Minutes.....Page 2
- G. General District Matters
 - 1. Public Hearing
 - a. Proof of Publication.....Page 7
 - b. Receive Public Comments on Adopting Revised Permit and Development Review Rates, Fees and Charges
 - c. Consider Resolution No. 2022-04 – Adopting Revised Permit and Development Review Rates, Fees and Charges.....Page 8
 - 2. Consider Ratification of Agreement to Implement the Uniform Method for the Collection and Enforcement of Non-Ad Valorem Assessments.....Page 11
- H. Unit of Development No. 6
 - 1. Consider Ratification of Agreement with Environmental Consulting and Technologies Inc.....Page 13
- I. Administrative Matters
 - 1. District Engineer
 - 2. District Attorney
 - 3. District Operations Manager
 - 4. District Manager
- J. Board Member Comments
- K. Adjourn

Miscellaneous Notices



Published in Sarasota Herald-Tribune on March 2, 2022

Location

Sarasota County, Florida

Notice Text

NOTICE OF BOARD MEETING
WEST VILLAGES
IMPROVEMENT DISTRICT

Notice is hereby given that the Board of Supervisors (Board) of the West Villages Improvement District (District) will hold a regular meeting of the Board on March 10, 2022, at 11:00 A.M. remotely via Zoom communications media technology and in person at 19503 S. West Villages Parkway, in the Conference Room across from #A14, Venice, Florida 34293. Attendance via Zoom is strongly encouraged in lieu of in-person attendance.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the agenda for this meeting may be obtained by contacting the District Manager by email at wcrosley@sdsinc.org, by telephone at 941-244-2805, or by visiting the District s website, westvillagesid.org. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

As a public health precaution, all those attending the meeting in person will be asked to wear a mask and maintain social distancing. The District fully encourages public participation in a safe and efficient manner in light of the COVID-19 public health emergency. To that end, the District recommends that any member of the public interested in listening to and participating in the meeting remotely do so by logging into Zoom via their computer at

<https://us02web.zoom.us/j/87509654850>">

<https://us02web.zoom.us/j/87509654850> and entering the meeting ID of 875 0965 4850, Passcode 11036, or by dialing in telephonically at 1-929-436-2866 and entering the conference identification number 875 0965 4850, passcode 11036.

In the event that the COVID-19 public health emergency prevents the meeting from occurring in-person, the District may conduct the meeting entirely by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to any relevant Executive Orders issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Information about how the meeting will occur, assistance connecting to the meeting or arranging further accommodations for participation, and any other questions can be addressed by contacting the District Manager s office at the phone number or e-mail above, or by visiting the District s website.

One or more Supervisors, staff or other individuals are anticipated to participate by Zoom. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting or to obtain access to the telephonic, video conferencing, or other communications media technology used to conduct this meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at 941-244-2805. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager.

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

William Crosley, District Manager
West Villages Community Development District
WEST VILLAGES IMPROVEMENT DISTRICT
www.westvillagesid.org
PUBLISH: 03/02/22; #6967362

**WEST VILLAGES IMPROVEMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
FEBRUARY 10, 2022**

A. CALL TO ORDER

The February 10, 2022, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 11:00 a.m. at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293 and via Zoom: <https://us02web.zoom.us/j/87509654850>, Meeting ID: 875 0965 4850, Dial In: 1-929-436-2866.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed the notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on February 2, 2022, 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	John Luczynski	Present in person
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Present in person
Supervisor	Victor Dobrin	Present in person
Supervisor	Christine Masney	Present via Zoom

Staff members in attendance were:

District Manager	William Crosley	Special District Services, Inc.
District Counsel	Lindsay Whelan (via Zoom)	Kutak Rock LLP
District Engineer	Richard Ellis	Dewberry

Also present via Zoom were: Michael McElligott of Special District Services, Inc.; Jim Miller of Dewberry and Kevin Shaughnessy.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC

There were no comments from the public.

F. APPROVAL OF MINUTES

1. January 13, 2022, Regular Board Meeting

A **MOTION** was made by Mr. Buckley, seconded by Mr. Lewis approving the minutes of the January 13, 2022, Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

G. GENERAL DISTRICT MATTERS

1. Public Hearing – Uniform Method

a. Proof of Publication

Proof of publication was presented that showed the notice of the Public Hearing had been published in the *Sarasota Herald-Tribune* on January 13, 2022, January 20, 2022, January 27, 2022, and February 3, 2022, as legally required.

b. Receive Public Comment on Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments

There was no public comment on the Intent to Utilize the Uniform Method of Levying, Collection and Enforcing Non-Ad Valorem Assessments.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

c. Consider Resolution No. 2022-03 – Adopting Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments

Resolution No. 2022-03 was presented, entitled:

RESOLUTION 2022-03

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE WEST VILLAGES IMPROVEMENT DISTRICT
EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM
METHOD OF LEVYING, COLLECTING, AND
ENFORCING NON AD VALOREM ASSESSMENTS
WHICH MAY BE LEVIED BY THE WEST VILLAGES
IMPROVEMENT DISTRICT IN ACCORDANCE WITH
SECTION 197.3632, FLORIDA STATUTES; PROVIDING A
SEVERABILITY CLAUSE; CONFLICTS; AND
PROVIDING AN EFFECTIVE DATE.**

Ms. Whelan stated that the District had previously adopted Resolutions 2004-16 and 2016-16 regarding its intent to utilize the uniform method for the levying, collecting, and enforcing of such non-ad valorem assessments within certain of the lands within the District and that there is now a need to correct the legal description that was presented to Sarasota County regarding the District's ability to collect assessments included as a specific line item on the County tax bill. Previous resolutions will be superseded upon the adoption of this resolution.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2022-03, as presented.

2. Consider Work Authorization No. 2022-01 Regarding Special District's Stormwater 20-Year Needs Analysis

Mr. Ellis presented Work Authorization No. 2022-01 for the preparation of a Stormwater 20-Year Needs Analysis, as required by Florida Statutes, which will be submitted to the County. Florida Statutes, Sections 403.9301 and 403.9302, (see Chapter 2021-194, Laws of Florida), provide that “direct municipalities, counties, and independent special districts that provide a stormwater management system or program, or wastewater management services, are required to develop a 20-year needs analysis every five years.”

For the first cycle of reports, local governments must submit their reports to their respective counties by June 30, 2022. The counties must compile the local reports (including their own) and submit them to EDR [Office of Economic & Demographic Research] and the secretary of the Department of Environmental Protection by July 31, 2022. EDR will then publish an analysis of the stormwater and wastewater submissions in the 2023 edition of the Annual Assessments of Florida's Water Resources and Conservation Lands. The next reporting cycle will begin in 2027. This mandate was received after the 2021/2022 budget was adopted and was not a considered expense. The estimated cost of \$20,000 will be paid from the Unit 1 fund balance.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving Work Authorization No. 2022-01 regarding the Special District's Stormwater 20-Year Needs Analysis, as presented.

3. Discussion Regarding Proposed Homebuilder Rates and Fees

Mr. Ellis presented an exhibit which reflected rates and fees that the District will charge for expenses related to building and developing in the District. These fees were previously not being charged. The Board will consider these rates and fees at the next meeting where a public hearing will also be held and if approved, will help offset expenses incurred.

4. Discussion Regarding Road Reserves

At the request of the Chairman, Dewberry Engineering was asked to review the District road reserves to ensure that there will be funds for road projects in the future. Mr. Ellis shared a spreadsheet which reflected cost estimates for road resurfacing, repairs, and potential road widening projects. There are current balances for road reserves that have been accumulating since 2017. This spreadsheet, which also considers inflation, will be used as a budgeting tool for the 2022/2023 budget and future years and will also help provide financial flexibility to Board Supervisors.

5. Discussion Regarding Construction Traffic on District Roads

Mr. Dobrin noted that he received resident concerns regarding heavy truck traffic on West Villages Parkway and suggested that heavy trucks be directed to use state roads such as River Road and US 41 as much as possible. Mr. Luczynski stated that the River Road widening project had begun and will take approximately 3 years for completion. He also noted that there was also a 9-12 month improvement project planned along US 41 from Preto Boulevard towards River Road that would begin this year, which may not make rerouting truck traffic practical until those projects have been completed. It was noted that there was a construction entrance into

Renaissance located on West Villages Parkway. District staff will continue to work with the City of North Port Police Department to help attenuate speeds on the roads.

Further discussion on the widening of River Road continued. There could possibly be a landscape buffer that could be lost along the boundary of the Preserve Community, and other areas that may impact the communities of Renaissance and Oasis. There was a news article that indicated that FDOT was directing residents to contact the District with concerns regarding the road project. Mr. Ellis noted that he had spoken with the project manager and that the direction in news article was not correct. Residents should correspond with FDOT for questions related to the project, as it is a State project. District staff is working with the FDOT project manager and residents of the Preserve community (through its HOA and property manager) to try to come up with a sound and sight plan that could lower the impacts this expansion project may present. The speed limit planned for the project will lower speeds from 55 MPH to 45 MPH, which should help reduce traffic sound. Landscape plans usually take place more towards the end of these types of projects.

H. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Ellis reported that the paving project on Prestigio had been satisfactorily completed and in addition, as was discussed at the November meeting, he was continuing to work with assisting the City of North Port regarding the update to the FEMA study on flood maps.

2. District Attorney

Ms. Whelan advised regarding the District Boundary Amendment legislation that was in process, which had its first committee hearing in early February and that committee favorably approved the legislation. It will now be sent to one more committee before going to the full House of Representatives' floor for consideration. She indicated that the proceedings were moving forward as planned.

3. District Operations' Manager

Mr. Smith reported that the final phase of the planned District drainage ditch cleaning would occur this month. The final ditch to be cleaned originates on US 41 and runs through a portion of Gran Paradiso and then towards River Road. There will be correspondence sent to the Gran Paradiso POA informing them of this planned project.

4. District Manager

The next Regular Meeting is scheduled for March 10, 2022, and will include a Public Hearing on the District's Revised Permit and Development Review Rates.

I. BOARD MEMBER COMMENTS

Mr. Dobrin asked if residents were permitted to install fountains in any of the District stormwater ponds. The District could allow only an HOA, not an individual resident, to install a fountain, subject to District Engineer approval with the condition that the installation and operation and maintenance would be the responsibility of the HOA.

J. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:09 p.m. on a **MOTION** made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

NOTICE OF PUBLIC HEARING ON REVISED PERMIT AND DEVELOPMENT REVIEW RATES BY WEST VILLAGES IMPROVEMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors (the "Board") of the West Villages Improvement District (the "District") on March 10, 2022, at 11:00 a.m. at 19503 S. West Villages Parkway, in the meeting room directly across from Suite #A14, Venice, Florida 34293.

As a public health precaution, all those attending the meeting in person will be asked to wear a mask and maintain social distancing. The District fully encourages public participation in a safe and efficient manner in light of the COVID-19 public health emergency.

Attendance via Zoom is strongly encouraged in lieu of in-person attendance. To that end, the District recommends that any member of the public interested in listening to and participating in the meeting remotely do so by accessing the District's website, www.westvillagesid.org and clicking on the meeting link you will find on the homepage, or utilizing the following login information:

Join by URL for VIDEO ACCESS at:

Link: <https://us02web.zoom.us/j/87509654850?pwd=a1ZiQU5yYU13MFJEZG1lUWxVT2xDdz09>

Passcode: 11036

Meeting ID: 875 0965 4850

Join by PHONE for TELEPHONIC ACCESS at:

Phone #: 1 929 436 2866

Passcode: 11036

Meeting ID: 875 0965 4850

Information may also be obtained by contacting the District Manager, William Crosley, at wcrosley@sdsinc.org or by calling (941) 244-2805.

In accordance with Chapter 2004-456, *Laws of Florida*, as amended, the District hereby gives the public notice of its intent to adopt proposed revised rates relative to the provision of permit and development review fees (hereinafter, the "Revised Rates"). The public hearing will provide an opportunity for the public to address the proposed Revised Rates for the provision of such services. The proposed Revised Rates are attached hereto as **Appendix A**.

The proposed Revised Rates may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. The purpose and effect of the proposed Revised Rates is to provide for efficient and effective District operations, and to provide sufficient revenues to meet expenses and provide services within boundaries of the District. Specific legal authority for the establishment and collection of the Revised Rates includes Chapter 2004-456(3)(2)(q), *Laws of Florida*, as amended.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, one or more Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Office at least forty-eight (48) hours before the hearing by contacting the District Manager at (941) 244-2805. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the district Office.

APPENDIX A

Schedule of Proposed Revised Rates

Event Permit	\$250, plus any professional fees at regular billable rate for engineering or legal review, if required
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ROW Permit Review Fees	
Review application (1 hr DE, 1 hr OM)	\$500
Pre-construction Meeting	\$500
Normal review during construction	\$500
Final walk through and acceptance	\$500
Total	\$2,000

Development Parcels Review Fees*					
Event	Single Family Residential less than 80 lots	Single Family Residential 80 to 250 lots	Single Family Residential greater than 250 lots	Multi-family or Non-residential less than 5 acres	Multi-family or Non-residential greater than 5 acres
Kick off meeting	\$500	\$500	\$500	\$500	\$500
Review of Development Plans	\$750	\$1,550	\$2,250	\$750	\$1,550
Preparation of irrigation and pond maintenance agreements	\$3,700	\$5,850	\$8,000	\$3,700	\$4,200
Plat Review and CONP Coordination	\$1,000	\$1,500	\$2,000	\$0	\$0
Final Review and Acceptance of Irrigation improvements	\$500	\$1,000	\$1,500	\$500	\$1,000
Total	\$6,450	\$10,400	\$14,250	\$5,450	\$7,250

Miscellaneous:

Plat without lots review: less than 10 acres = \$1,500

Plat without lots review: greater than 10 acres = \$2,500

* Rates will be charged upon the occurrence of each Event for a project.

* All rates herein may be increased per year without the further need for a rate hearing by a maximum of five percent (5%) or the actual CPI for the previous twelve (12) months.

WEST VILLAGES IMPROVEMENT DISTRICT

FO-28960477

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING REVISED PERMIT AND DEVELOPMENT REVIEW RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Villages Improvement District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “Act”); and

WHEREAS, Section (3)(2)(q) of the Act authorizes the District to prescribe, fix, establish, and collect rates, fees, rentals, fares, or other charges for the property, facilities and services made available, furnished, or to be furnished by the District, and to recover the cost of making or authorizing the connection to any District facility or system or installing works or improvements on or within District property interests; and

WHEREAS, the District previously adopted Resolution 2021-14 providing for certain rates relative to the provision of permit and development review fees (hereinafter, the “Rates”) to provide for efficient and effective District operations, and to provide sufficient revenues to meet expenses and provide services within the boundaries of the District; and

WHEREAS, the Board of Supervisors of the District (the “Board”) finds that it is in the best interests of the District to adopt revised Rates (hereinafter, the “Revised Rates”) in order to offset the budgetary impact that permit and development review will have to the general fund budget; and

WHEREAS, after public hearing on the matter which has been publicly noticed in accordance with the Act, the Board finds that the Revised Rates set forth in **Exhibit A** are just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. After public hearing on the matter, the Revised Rates set forth in the attached **Exhibit A** are adopted.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution is intended to repeal and replace Resolution 2021-14.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10th day of March 2022.

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Schedule of Revised Rates

Exhibit A
Schedule of Revised Rates

Event Permit	\$250, plus any professional fees at regular billable rate for engineering or legal review, if required
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ROW Permit Review Fees	
Review application (1 hr DE, 1 hr OM)	\$500
Pre-construction Meeting	\$500
Normal review during construction	\$500
Final walk through and acceptance	\$500
Total	\$2,000

Development Parcels Review Fees*					
Event	Single Family Residential less than 80 lots	Single Family Residential 80 to 250 lots	Single Family Residential greater than 250 lots	Multi-family or Non-residential less than 5 acres	Multi-family or Non-residential greater than 5 acres
Kick off meeting	\$500	\$500	\$500	\$500	\$500
Review of Development Plans	\$750	\$1,550	\$2,250	\$750	\$1,550
Preparation of irrigation and pond maintenance agreements	\$3,700	\$5,850	\$8,000	\$3,700	\$4,200
Plat Review and CONP Coordination	\$1,000	\$1,500	\$2,000	\$0	\$0
Final Review and Acceptance of Irrigation improvements	\$500	\$1,000	\$1,500	\$500	\$1,000
Total for Initial Phase or Total Project	\$6,450	\$10,400	\$14,250	\$5,450	\$7,250
Phase Plat Review After Initial Plat Has Been Reviewed	\$1,000	\$1,500	\$2,000	\$0	\$0

Miscellaneous:

Plat without lots review: less than 10 acres = \$1,000

Plat without lots review: greater than 10 acres = \$1,500

* Rates will be charged upon the occurrence of each Event for a project.

* All rates herein may be increased per year without the further need for a rate hearing by a maximum of five percent (5%) or the actual CPI for the previous twelve (12) months.

AGREEMENT

THIS AGREEMENT made and entered into as of February 21, 2022, by and between the WEST VILLAGES IMPROVEMENT DISTRICT, a separate legal entity and local government under Section 163.01(7), F.S. whose address is c/o SPECIAL DISTRICT SERVICES, 2501A BURNS RD PALM BEACH GARDENS FL 33410 hereinafter referred to as "the LOCAL GOVERNING BOARD" and BILL FURST, PROPERTY APPRAISER of Sarasota County, whose address is 2001 Adams Lane, Sarasota, FL 34237, hereinafter referred to as "PROPERTY APPRAISER."

WITNESSETH

WHEREAS, the LOCAL GOVERNING BOARD certifies that it has established a non-ad valorem, assessment district called WEST VILLAGES IMPROVEMENT DISTRICT and is authorized to impose Non-Ad Valorem assessments and by Resolution 2022-03 has expressed its intent to implement the UNIFORM METHOD FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS, as authorized by §197.3632, F.S.

WHEREAS, Section 197.3632(2), F.S., provides that the LOCAL GOVERNING BOARD shall enter into a written agreement with the PROPERTY APPRAISER providing for the reimbursement of necessary administrative costs incurred by the PROPERTY APPRAISER.

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

Purpose

The purpose of this agreement is to establish the terms and conditions under which the PROPERTY APPRAISER and the LOCAL GOVERNING BOARD shall comply with the provisions set forth in §197.3632, F.S.

ARTICLE II

Term

This Agreement shall become effective upon execution and shall run through the end of the calendar year and shall automatically be renewed thereafter, for successive periods, not to exceed one year each unless terminated by the LOCAL GOVERNING BOARD or the PROPERTY APPRAISER. A notice of cancellation shall be in writing and delivered to the other party by January 10 of the calendar year in which either party intends to cancel.

ARTICLE III

Compliance with Laws and Regulations

The parties shall abide by all Florida statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments and any ordinances or resolutions promulgated by the LOCAL GOVERNING BOARD not inconsistent with, nor contrary to, the provisions set forth in §197.3632, F.S., other applicable Florida laws, and any successor provision, and any applicable rules or successor rules promulgated by the Department of Revenue.

ARTICLE IV

Duties and Responsibilities of the LOCAL GOVERNING BOARD

The LOCAL GOVERNING BOARD agrees, covenants, and contracts to:

Provide notice to the PROPERTY APPRAISER of any Ordinance and Resolution creating a new Non-Ad Valorem District or amending an existing Non-Ad Valorem District.

Post the non-ad valorem assessment for each parcel on a non-ad valorem assessment roll in a manner that such non-ad valorem assessment roll is free of errors and omissions.

Submit to the PROPERTY APPRAISER non-ad valorem assessment data in the format and by the date specified by the PROPERTY APPRAISER for inclusion in the annual Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments ("TRIM Notice").

Reimburse the PROPERTY APPRAISER for Administrative costs. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, use of computer equipment, postage, and programming.

ARTICLE V
Duties and Responsibilities of the PROPERTY APPRAISER

The PROPERTY APPRAISER agrees, covenants, and contracts to:

By June 1 of each calendar year, provide the LOCAL GOVERNING BOARD, in compatible electronic medium, the information required by §197.3632(3)(b) F.S. for each parcel within the boundaries of the district: 1) the names and addresses of the owners of such property and 2) the property identification number for each parcel in a manner that conforms to the format of the ad valorem assessment roll to the Department of Revenue.

Include non-ad valorem assessments in the annual Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments ("TRIM Notice").

When Administrative costs apply, send the LOCAL GOVERNING BOARD an estimate of Administrative costs for budgeting purposes by June 1st of each year.

ARTICLE VI
Miscellaneous

This agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended or modified, except in writing and signed by the parties hereto.


Should any provision of this agreement be declared to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers.

WITNESS



SARASOTA COUNTY PROPERTY APPRAISER

BY: 
BILL FURST

DATE: 2/14/2022

WITNESS



LOCAL GOVERNING BOARD REPRESENTATIVE

BY: 
JOHN LUCZYNSKI, CHAIRMAN

DATE: 2/23/2022

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND
ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC. FOR GENERAL
IRRIGATION PROGRAM IMPLEMENTATION SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this 25th day of February 2022, by and between:

West Villages Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of North Port and Sarasota County, Florida, whose mailing address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Environmental Consulting & Technology, Inc., a Delaware corporation, whose mailing address is 7027 SW 24th Avenue, Gainesville, Florida 32607 (the “Consultant”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “Act”) for the purpose of planning, constructing acquiring and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District; and

WHEREAS, the District has a need to retain a consultant to provide it with general irrigation program implementation services, and other professional services, relative to the District’s irrigation utility as set forth in **Exhibit A** (the “Services”); and

WHEREAS, the Consultant represents that it is licensed, qualified and capable of providing the Services and has agreed to provide such services for the District in accordance with the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Consultant of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

ARTICLE 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Consultant are to provide the services, labor and materials described in the attached **Exhibit A** which is incorporated herein by this reference.

ARTICLE 3. COMPENSATION. Consultant shall perform the Services identified in Section 2 herein at the Rates set forth in **Exhibit A** in exchange for payment of the total sum not exceeding **One Hundred Twelve Thousand Dollars and No Cents (\$112,000.00)**. Such payment shall be due monthly according to the percentage completed to-date and submission of a monthly invoice as set forth herein. This payment includes, but is not limited to, all permits, materials and labor necessary to complete the Services as described herein. Consultant agrees to render each

monthly invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Consultant in accordance with the Prompt Payment Act. No additional services shall be provided by the Consultant unless done at the direction of the District in writing.

ARTICLE 4. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by the Consultant, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

ARTICLE 5. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Consultant shall act as an independent contractor. Neither the Consultant nor employees of the Consultant, if there are any, are employees of the District under the meaning or application of any federal or state unemployment or insurance laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant, if there are any, in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

ARTICLE 6. TERM OF AGREEMENT. This Agreement shall become effective as of the date first written above, and shall terminate upon completion of the Services set forth herein, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE 7. OWNERSHIP OF DOCUMENTS.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Consultant pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Consultant shall deliver all Work Product to the District upon completion thereof unless it is necessary for Consultant, in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Agreement, the Consultant shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Consultant shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent.

- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Consultant hereby assigns to the District any and all rights Consultant may have including, without limitation, the copyright, with respect to such work. The Consultant acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

ARTICLE 8. INSURANCE.

- A. The Consultant shall, at its own expense, maintain insurance during the performance of the Services pursuant to this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000
Property Damage (including Contractual)	\$1,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

- B. The District shall be named as an additional insured party. Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Consultant be without insurance in the above amounts. Consultant shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.
- C. If Consultant fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Consultant shall pay the cost for that required insurance and

shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 9. NOTICES. All notices, requests, consents and other communications under this Agreement ("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 Consultant: Environmental Consulting & Technology, Inc.
7027 SW 24th Avenue
Gainesville, Florida 32607
Attn: David Kelly

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

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant. 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.

ARTICLE 10. INDEMNIFICATION.

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** The Consultant agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, and to the extent caused by the negligence in the work performed by Consultant, including litigation or any appellate proceedings with respect thereto. Neither party shall be liable to the other

party in any circumstances for any indirect, economic, special, or consequential loss or damage including but not limited to loss of revenue, loss of production or loss of profit.

- C. The Consultant hereby acknowledges, agrees, and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*, or other statute or law. This Article shall survive any termination of this Agreement.

ARTICLE 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

ARTICLE 12. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

ARTICLE 13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

ARTICLE 14. AMENDMENT. 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.

ARTICLE 15. PUBLIC RECORDS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **William Crosley** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, WCROSLEY@SDSINC.COM, OR AT 2501-A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

ARTICLE 16. EMPLOYMENT VERIFICATION. The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement

ARTICLE 17. CONTROLLING LAW AND VENUE. Consultant and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Sarasota County, Florida.

ARTICLE 18. TERMINATION. The District shall have the right to terminate this Agreement immediately due to Consultant's failure to perform in accordance with the terms of this Agreement or for any reason with ten (10) days written notice to the Consultant. Consultant shall have the right to terminate this Agreement upon ten (10) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be afforded a reasonable opportunity to cure such defect. Upon termination, and as the Consultant's sole and exclusive remedy for any termination hereunder, Consultant is entitled to payment for the portion of the Services performed up to the date of termination, but subject to any offsets the District may have against such amounts as the Consultant's sole remedy for recovery under this Agreement.

ARTICLE 19. CONTINGENT FEE. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20. CONFLICTS OF INTEREST. The Consultant shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

ARTICLE 21. CARE OF THE PROPERTY. Consultant shall use all due care to protect the property of the District, its residents, landowners, paid users, and authorized guests from damage by Consultant or its employees or agents. Consultant agrees to repair any damage resulting from Consultant's activities and work within seventy two (72) hours.

ARTICLE 22. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Consultant shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Consultant shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Consultant or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of the Services. Additionally, the Consultant shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

ARTICLE 23. COMPLIANCE WITH PROFESSIONAL STANDARDS.

- A.** The Consultant shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of Consultant's professional and related services performed under this Agreement shall be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for, and warrant, the technical accuracy of its services and related documents.
- B.** In performing its obligations under this Agreement, the Consultant and each of its agents, servants, employees, or anyone directly or indirectly employed by the Consultant, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed. Any designs, drawings, reports, or specifications prepared or furnished by the Consultant that contain errors, conflicts, or omissions will be promptly corrected by the Consultant at no cost to the District.

ARTICLE 24. RECOVERY OF COSTS AND FEES. In the event either the District or Consultant is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, whoever substantially prevails shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorney's fees, paralegal fees, and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

ARTICLE 25. ASSIGNMENT. Neither the District nor the Consultant may assign this Agreement without the prior written approval of the other.

ARTICLE 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

ARTICLE 29. E-VERIFY REQUIREMENTS. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, *Florida Statutes*.

If the Consultant anticipates entering into agreements with a subcontractor for the Work, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement

ARTICLE 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Consultant agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attest:


Secretary / Assistant Secretary

**WEST VILLAGES
IMPROVEMENT DISTRICT**


Chairperson, Board of Supervisors

**ENVIRONMENTAL CONSULTING &
TECHNOLOGY, INC.**


Witness Tennille Newsome



By: Sanjiv K. Sinha, Ph.D., P.E.
Its: Chief Sustainability Officer

Exhibit A: Scope of Services

Exhibit A Scope of Services

February 7, 2022

Mike Smith, Operations Manager
West Villages Improvement District
19503 W Villages Pkwy,
Venice, FL 34293

Re: General Irrigation Program Implementation Services - 2022

Dear Mr. Smith:

Environmental Consulting & Technology, Inc. (ECT) will work with representatives of West Villages Improvement District (WVID) to provide the following tasks associated with the West Villages project located in Sarasota County FL, during calendar year 2022.

Task 1 - General Hydrogeologic and Irrigation Program Services for 2022

Services are anticipated to include, but not limited to assistance with water supply planning, projection of future water demands, development of standard procedure and policy for new users/development, water resource planning, wellfield planning, and assistance with regulatory monitoring and compliance.

ECT will provide oversight and coordinate well capacity testing, well contractor oversight, and data analysis for three groundwater wells (District ID Nos. 91, 96, and 99) associated with the WVID water use permit (WUP) No. 20-3872.021. ECT anticipates WVID will contract with Applied Drilling Engineering, Inc., or other licensed Florida well drilling contractor (Contractor) to provide well contractor services and equipment for groundwater well testing of these well sites. ECT will prepare well pump testing report documenting the well testing information collected and analyzed for each of the three groundwater wells.

ECT will conduct a wellfield planning evaluation. This work will consist of developing a wellfield design that maintains the current permitted groundwater quantities while minimizing the proposed number of wells. This evaluation will look to relocate proposed well location from the west of IslandWalk and from the southern section of the WVID service area boundary to the central area of the WVID service area near the City of North Port and Sarasota County boundary. This work will include groundwater modeling to identify the opportunities and constraints in evaluating wellfield efficiencies and configurations. This scope of work does not include groundwater modeling in support of water use permit modification. Modifying the existing WVID WUP 20-3872 for wellfield relocation would be considered a major permit modification and will be performed under a separate scope of work.

ECT will work with representatives of WVID to apply for a minor WUP modification to update well District ID (DID) 80. The minor modification will identify the irrigation lake (IL) that DID 80 will report. This work will not include any groundwater or surface water modeling in support of the minor permit modification. Those services if needed will be provided under a separate scope.

Mr. Mike Smith, Operations Manager
West Villages Improvement District
February 7, 2022
Page 2

ECT will work with representatives of WVID to develop and submit to the Southwest Florida Water Management District the 2021 water year annual environmental report in compliance with Special Condition No. 5 of water use permit (WUP) No. 20-3872.020.

Assumptions

This scope of services does not include modification of IslandWalk's water use permit (No. 20-12772) for the use of DID 81. These services will be performed under a separate scope of work with IslandWalk Homeowners Association.

This scope of work does not include modification of WVID water use permit No. 20-3872 for the addition of Primary Irrigation Lake (PIL) 2. Modification of the WUP to add PIL 2 will be performed under a separate scope of work.

This scope of work does not include any major modification of WVID water use permit No. 20-3872 or groundwater modeling in support of a major modification.

Compensation

Compensation for the completion of services pursuant to this Scope of Services rendered by ECT staff will be billed on a time and materials basis for an estimated fee of \$112,000 (not to exceed without prior Client authorization). These services will be invoiced monthly. In the event additional services are requested by the Client, such additional services will be charged on a time and materials basis as well. If you are in agreement with this proposal, please sign and return the attached General Terms and Conditions to dkelly@ectinc.com.

Sincerely,

Environmental Consulting & Technology, Inc.



David Kelly
Principal Scientist



Sanjiv K. Sinha, PhD, PE
Chief Sustainability Officer