



# **WEST VILLAGES IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT  
SARASOTA COUNTY  
SPECIAL BOARD MEETING  
DECEMBER 15, 2022  
11:00 A.M.**

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

**[www.westvillagesid.org](http://www.westvillagesid.org)  
561.630.4922 Telephone  
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**AGENDA**  
**WEST VILLAGES IMPROVEMENT DISTRICT**  
Public Safety Building Training Room  
19955 Preto Blvd., Venice, Florida 34293  
**SPECIAL BOARD MEETING**  
December 15, 2022  
11:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Seat New Board Member
- D. Administer Oath of Office & Review Board Member Responsibilities and Duties
- E. Establish Quorum
- F. Election of Officers
  - Chairman
  - Vice Chairman
  - Secretary/Treasurer
  - Assistant Secretaries
- G. Additions or Deletions
- H. Comments from the Public on All Agenda Items
- I. Approval of Minutes
  - 1. November 10, 2022 Regular Board Meeting & Public Hearing Minutes.....Page 2
- J. **General District Matters**
- K. **Unit of Development 1**
  - 1. Consider Ratification of GMC FEMA Consulting Services Agreement.....Page 10
  - 2. Consider Approval of Agreement between the District and Wellen Park, LLLP for Infrastructure Management, Operation, and Maintenance.....Page 29
- L. **Unit of Development 8**
  - 1. Consider Approval of Second Supplemental Special Assessment Methodology Report.....Page 46
  - 2. Consider Approval of Supplemental Engineer's Report.....Page 65
  - 3. Consider Resolution 2022-31 – Adopting Supplemental Assessment Resolution.....Page 73
- M. **Administrative Matters**
  - 1. District Engineer
  - 2. District Attorney
  - 3. District Operations Manager
  - 4. District Manager
- N. Board Member Comments
- O. Adjourn

# Public Notices

12/06/2022

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NOTICE OF SPECIAL 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 Special Board Meeting (Meeting") of the Board on December 15, 2022, at 11:00 A.M. in person in the Training Room of the Public Safety Building located at 19955 Preto Boulevard, Venice, Florida 34293. The purpose of the Meeting is to address any items that may come before the Board. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for improvement districts. A copy of the agenda for this Meeting may be obtained by contacting the District Manager by email at [wcrosley@sdsinc.org](mailto:wcrosley@sdsinc.org), by telephone at 941-244-2805, or by visiting the District's website, [westvillagesid.org](http://westvillagesid.org). This Meeting may be continued to a date, time, and place to be specified on the record at the meeting. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in 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 this Meeting 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 Improvement District

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

**A. CALL TO ORDER**

The November 10, 2022, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 11:10 a.m. in the Public Safety Building Training Room located at 19955 Preto Boulevard, Venice, Florida 34293.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed the notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on November 1, 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 via Zoom
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Present in person
Supervisor	Christine Masney	Present in person
Vacant		

Staff members in attendance were:

District Manager	Todd Wodraska	Special District Services, Inc.
District Manager	William Crosley	Special District Services, Inc.
District Manager	Andrew Karmeris	Special District Services, Inc.
District Manager	Michelle Krizen	Special District Services, Inc.
Finance	Michael McElligott	Special District Services, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
District Engineer	Richard Ellis	Dewberry

Also present were the following:

Peter L. Dame- Akerman LLP, Erika Klevers- Goodwyn Mills and Cawood, Bill Conerly- Kimley Horn, Craig Garrett, Lex Van Brero, Ann McGinnis Messina, John Meisel, John Coughlin, Mike Milak, Victor Dobrin and Seamus McCaffery.

**D. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC**



Ms. Messina of the Renaissance community noted her concerns regarding the trees behind her home after Hurricane Ian and the fact that they could fall onto her home. Operations' Manager Mike Smith advised that he had an arborist look at the tree and the preliminary field inspection was deemed to not be compromised, even after wind speeds in excess of 115 mph from Hurricane Ian. The final report is currently pending.

Mr. McCaffery noted that the preserve behind his home in IslandWalk had turned into a swamp and had increased wild hog and fire ant activity. In addition, he believes it poses a security issue for wildlife and pedestrian traffic. It was suggested that the HOA be consulted regarding the security in IslandWalk via the preserve regarding access to IslandWalk property.

Mr. Meisel stated that he was looking forward to joining the District Board and requested a copy of the City of North Port's approval for the purchase of the legacy school site from 2016. Mr. Meisel also thanked Victor Dobrin for his service to the District Board for the past 4 years.

Mr. Dobrin advised that he was interested in pursuing any future resident seats on the District Board, as they become available. Mr. Dobrin also stated that he had reviewed information on the District website regarding irrigation matters in Gran Paradiso and felt that the information was being presented in a biased way. Mr. Dobrin asked that the District take a look at the invoices Gran Paradiso HOA received from BrightView Landscape Services related to hurricane cleanup that occurred on District property. There was a lengthy discussion regarding hurricane expenses and possible Federal Emergency Management Administration ("FEMA") claims for reimbursable items and irrigation well availability fees.

## **F. APPROVAL OF MINUTES**

### **1. August 18, 2022, Public Hearing & Regular Board Meeting**

The minutes of the August 18, 2022, Public Hearing & Regular Board Meeting were presented for consideration.

A **MOTION** was made by Ms. Masney, seconded by Mr. Luczynski approving the minutes of the August 18, 2022, Public Hearing & Regular Board Meeting, as presented.

## **G. GENERAL DISTRICT MATTERS**

### **1. Consider Resolution No. 2022-27 – Adopting a Fiscal Year 2021/2022 Amended Budget**

Resolution No. 2022-27 was presented, entitled:

#### **RESOLUTION NO. 2022-27**

#### **A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING AN AMENDED FISCAL YEAR 2021/2022 BUDGET.**

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney adopting Resolution No. 2022-27, as presented, reflecting total revenues of \$17,649,944 and expenses of \$4,294,724. Upon being put to a vote, the **MOTION** carried 3 to 0 because Mr. Luczynski's Zoom audio was not working at the time of voting.

## **2. Consider Ratification of Dewberry Work Authorization for Emergency FEMA Consulting Services**

Mr. Ellis presented the work authorization for emergency FEMA consulting on damages occurred during Hurricane Ian. Proposed tasks and corresponding fees are: Task 1 Field Inspections not to exceed \$30,000; Task 2 Consulting Coordination/Project Meetings not to exceed \$5,000; Task 3 Other Direct Costs not to exceed \$3,000; and Task 4 Additional Services per the fee schedule of charges.

A **MOTION** was made by Ms. Masney, seconded by Mr. Buckley ratifying the work authorization for emergency FEMA consulting on damages occurred during Hurricane Ian, as follows: Task 1 Field Inspections not to exceed \$30,000; Task 2 Consulting Coordination/Project Meetings not to exceed \$5,000; Task 3 Other Direct Costs not to exceed \$3,000; and Task 4 Additional Services per the fee schedule of charges. Upon being put to a vote, the **MOTION** carried 3 to 0 because Mr. Luczynski's Zoom audio was not working at the time of voting.

After the vote, there was further discussion regarding inspections, hurricane damages and the assistance process.

## **3. Review Proposals for FEMA Consulting Services**

The District solicited bids through a Request for Proposals from contractors interested in providing disaster project management and grant management consulting services related to the Federal Emergency Management Administration ("FEMA") Public Assistance Program related to Hurricane Ian (the "Project"). The only proposal received was from Goodwin Mills Cawood. Erica Klevers, who was present for the meeting via Zoom, summarized her experience providing applicant services for 16 years regarding FEMA claims. One FEMA requirement is that all consulting services contracts must contain a "not to exceed" included in the contract which staff assured the Board would be included in any FEMA Consulting Services agreement. The deadline to submit for public assistance is November 2, 2022.

## **4. Consider Resolution No. 2022-28 – Awarding Contract for FEMA Consulting Services**

Resolution No. 2022-28 was presented, entitled:

### **RESOLUTION 2022-28**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT REGARDING THE AWARD OF A DISASTER PROJECT MANAGEMENT AND GRANT MANAGEMENT CONSULTING SERVICES CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously approving the award of the contract for FEMA Consulting Services to Goodwin Mills Cawood

and further authorizes the Chairman to negotiate a not to exceed amount with the approved contractors.

The Regular Board Meeting was then recessed and the Public Hearing on the Revised Assessment Report of Benefits was opened.

## **H. UNIT OF DEVELOPMENT NO. 1**

### **1. Public Hearing – Revised Assessment Report of Benefits**

#### **a. Proof of Publication**

Proof of publication was presented which showed the notice of the Public Hearing had been published in the *Sarasota Herald-Tribune* on October 4, 2022, and October 11, 2022, as legally required.

#### **b. Receive Public Comment on Regarding Revised Assessment Report of Benefits**

There was no public comment regarding the Revised Assessment Report of Benefits

#### **c. Consider Resolution No. 2022-29 – Adopting a Revised Assessment Report of Benefits**

Resolution No. 2022-29 was presented, entitled:

### **RESOLUTION 2022-29**

#### **[UNIT NO. 1 2022 BOUNDARY AMENDMENT]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING THE REVISED PLAN OF IMPROVEMENTS FOR UNIT OF DEVELOPMENT NO. 1 RELATIVE TO THE AMENDMENT OF THE BOUNDARY OF SUCH UNIT; ADOPTING THE REVISED ASSESSMENT REPORT OF BENEFITS RELATIVE TO THE AMENDMENT OF THE BOUNDARY OF SUCH UNIT; APPROVING THE BENEFIT CALCULATION FOR THE DISTRICT'S SERIES 2017 BONDS; PROVIDING FOR THE RECISSION OF PRIOR DEBT ASSESSMENT RESOLUTIONS AND THE REALLOCATION OF DEBT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

It was explained that adopting the Revised Assessment Report of Benefits was the final step in approving the amendment to the financing reports due to the Unit 1 boundary amendment that is a result of the legislative boundary amendment that occurred earlier in 2022. The reports included as exhibits in this resolution are identical to the ones approved by the Board in August, updating the assessment report of benefits to revise the acreage that was added as the result of the legislative boundary amendment, which will result in a slight decrease in assessments to Unit 1.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously adopting Resolution No. 2022-29, as presented.

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

## **2. Consider Amendment to BrightView Agreement Relative to Contract Extension**

The District and BrightView entered into an agreement for Landscape and Irrigation Maintenance Services on September 27, 2021. That contract can be amended and may also be renewed for four (4) additional one (1) year terms. This amendment is for the addition of landscape and irrigation services for areas set forth in the map exhibits for the additional amount of \$240,078.

A **MOTION** was made by Ms. Masney, seconded by Mr. Buckley and passed unanimously approving the Amendment to the BrightView Agreement, as presented.

## **I. UNIT OF DEVELOPMENT NO. 6**

### **1. Consider Ratification of Work Authorization No. 3 – Amendment 2 – Regulatory Assistance Services for Reuse Distribution System FDEP Permit**

It was explained that the purpose of this work authorization with Kimley Horn and Associates, Inc. was to extend the work authorization in one-year increments, commencing October 1, 2022, for fees not to exceed \$100,000 annually for regulatory assistance services related to the reuse distribution system Florida Department of Environmental Services Permit No. FLAB07114.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously ratifying Work Authorization No. 3 – Amendment 2 – Regulatory Assistance Services for Reuse Distribution System FDEP Permit No. FLAB07114, as presented.

## **J. UNIT OF DEVELOPMENT NO. 8**

### **1. Consider Preliminary Supplemental Engineer's Report**

It was explained that this report was consistent with the Master Report relative to the first bond issuance for Unit 8 and a supplement to that Master Report.

Bill Conerly from Kimley Horn presented the Supplemental Engineer's Report. Mr. Conerly confirmed that the costs reflected in the report were reasonable for the scope of the project. There were no questions from Board Members.

A **MOTION** was made by Ms. Masney, seconded by Mr. Buckley and passed unanimously approving the Preliminary Supplemental Engineer's Report, as presented.

### **2. Consider Preliminary Supplemental Assessment Report**

It was explained that this report was consistent with the Master Report relative to the first bond issuance for Unit 8 and a supplement to that Master Report. Mr. Karmeris presented the Supplemental Assessment Report and confirmed that the costs reflected in the report were fairly and reasonable allocated, as shown in the Engineer's Report to the lands within Unit 8. There were no questions from Board Members.

Ms. Whelan thanked both Andrew Karmeris and Todd Wodraska for calling in to the meeting as, they were dealing with a hurricane at the time of this meeting.

### **3. Consider Resolution No. 2022-30 – Delegated Award Resolution**

Resolution No. 2022-30 was presented, entitled:

#### **RESOLUTION 2022-30**

**A RESOLUTION OF WEST VILLAGES IMPROVEMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2020-10 BY AUTHORIZING THE ISSUANCE OF ITS WEST VILLAGES IMPROVEMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 8), SERIES 2022 IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,000,000 FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING PUBLIC IMPROVEMENTS FOR THE SPECIAL BENEFIT OF ASSESSABLE LANDS WITHIN UNIT NO. 8 OF WEST VILLAGES IMPROVEMENT DISTRICT; DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE NEGOTIATED SALE OF SUCH BONDS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL TRUST INDENTURE; APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION AS THE TRUSTEE, REGISTRAR AND PAYING AGENT FOR SUCH BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY AND BETWEEN THE DISTRICT AND THE DEVELOPER(S) REQUIRED TO BE DELIVERED IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; AUTHORIZING CERTAIN OFFICIALS OF WEST VILLAGES IMPROVEMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID BONDS; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Dame presented the delegated award resolution, which is the next step in order to issue bonds up to a maximum amount of \$17,000,000 and authorizes the District Chairman to finalize the actual terms and provisions of the bonds.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously adopting Resolution No. 2022-30, as presented.

## **K. ADMINISTRATIVE MATTERS**

### **1. District Engineer**

Mr. Ellis reported that on September 28, 2022, pursuant to the website NEXRAD, operated by the National Weather Service, an agency of the National Oceanic and Atmospheric Administration, FAA, U.S. Air Force and Department of Defense, Hurricane Ian exceeded a 1,000-year storm event. The 24-hour rainfall amount was reported at 19 inches and there were some reports of street flooding. The District has reached out to Universal Engineering Services to evaluate the District-owned roads within Gran Paradiso because they were submerged for a significant amount of time. The District is also working with the IslandWalk community to provide a second outfall area of drainage in order to allow for future rainfall events.

### **2. District Attorney**

Ms. Whelan reported, based on the uncertified County elections, it appeared that John Meisel won the District Board seat and will be installed at the December meeting, once the election has been certified.

Ms. Whelan also reported that Unit 9 bonds had been validated and a final judgement had been received.

### **3. District Operations' Manager**

Mr. Smith reported that significant storm damage occurred throughout the District as a result of Hurricane Ian. He noted that recovery had begun to correct the significant damage to the street lighting and landscape loss due to the high winds. Recovery will be a lengthy process. Supervisor Masney complimented Mr. Smith for his leadership and the challenges that he and his staff endured in the aftermath of the storm.

### **4. District Manager**

Mr. Crosley reported that the current District Hydrologist, Dave Kelly of ECT Inc., was transitioning his position over to the firm RESPEC Company LLC. He further noted that staff would be presenting an agreement at the next meeting for the Board consideration in order to engage Mr. Kelly and RESPEC for those same services.

In addition, the fiscal year 2020/2021 financial audit had been completed and was posted on the District's website.

Mr. Crosley noted that the next meeting was scheduled for December 8, 2022.

## **L. BOARD MEMBER COMMENTS**

Ms. Masney noted that she wanted to thank the residents in the District for their efforts in cleaning up after the storm, which showcased what the spirit of community really was after such an unfortunate disaster.

Ms. Masney also requested that the District Engineer evaluate the current conditions at the intersection of West Villages Parkway and the main entrance to the Publix shopping center because, in her opinion, it is a challenge for vehicles to negotiate when multiple vehicles are present.

**M. ADJOURNMENT**

There being no further business to come before the Board, the Special Board Meeting was adjourned at 12:42 p.m. on a <b>MOTION</b> made by Mr. Buckley, seconded by Ms. Masney and passed unanimously.
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Secretary/Assistant Secretary

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Chair/Vice Chair

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT  
AND GOODWYN MILLS CAWOOD LLC FOR  
DISASTER PROJECT MANAGEMENT AND  
GRANT MANGEMENT CONSULTING SERVICES**

**THIS AGREEMENT** (“**Agreement**”) is made and entered into this 10<sup>th</sup> day of November 2022, by and between:

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

**GOODWYN MILLS CAWOOD LLC**, an Alabama limited liability company, with a local mailing address of 1819 Main Street, Suite 608, Sarasota, Florida 34236 (the “Consultant” and together with the District, the “Parties”).

**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, 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 professional consultant to assist the District with both i) Public Assistance grant management and administration services and ii) Public Assistance-funded project management services to ensure the District’s maximum reimbursement of eligible costs related to Hurricane Ian as declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the “Services”), as described in more detail herein and in **Exhibit A**, which is attached hereto and incorporated herein by reference; 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

**WHEREAS**, the Consultant represents that it is familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work, specifically including laws, regulations and guidelines governing Federal Emergency Management Administration (“FEMA”) Public Assistance grant funding; and

**WHEREAS**, the District and Consultant warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.



**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:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

- A.** The duties, obligations, and responsibilities of the Consultant are to provide the services, labor and materials described in the attached **Exhibit A**. The Consultant shall report directly to the District Manager.
- B.** Consultant will meet with the District as necessary to keep the District informed as to the current project status, review field items, or other matters. Consultant shall additionally provide bi-weekly status reports to the District advising of the status of the completion of the Services.
- C.** Consultant shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Consultant shall use industry best practices and procedures when carrying out the Services.
- D.** Notwithstanding anything herein to the contrary, Consultant shall provide a weekly status report of work completed to date for the District, including the cost thereof.

**SECTION 3. PAYMENT FOR SERVICES.**

- A.** Consultant shall perform the Services, identified and defined in Section 2 herein, and shall be compensated based on an hourly basis in accordance with the schedule of rates set forth in the attached **Exhibit B**, plus reimbursable costs. Notwithstanding the foregoing, the amount of compensation due to the Consultant shall not exceed five (5%) percent of the total award amount obligated.
- B.** Payments shall be due monthly according to the amount of the work completed to-date and submission of a monthly invoice as set forth 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 the payment within thirty (30) days of receipt of each invoice. The Consultant shall maintain records conforming to usual accounting practices. The District reserves the right to inspect all work completed and, in its sole discretion, deny payment on any work not satisfactorily performed.



**SECTION 4. INSURANCE.** Consultant shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

Except for Workers Compensation and Professional Liability, Consultant shall provide District with a certificate naming the District, its supervisors, officers, staff, representatives and agents as additional insureds. At no time shall Consultant be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this Section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 5. INDEPENDENT CONSULTANT.** It is understood and agreed that at all times the relationship of Consultant and its employees, agents, subcontractors or anyone directly or indirectly employed by Consultant to the District is the relationship of an independent Consultant and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Consultant or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Consultant. The Parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall hire and pay all of Consultant's employees, agents, subcontractors or anyone directly or indirectly employed by Consultant, all of whom shall be employees of Consultant and not employees of District and at all times entirely under Consultant's supervision, direction and control.

In particular, District will not: i) withhold FICA (Social Security) from Consultant's payments; ii) make state or federal unemployment insurance contributions on Consultant's behalf; iii) withhold state or federal income tax from payment to Consultant; iv) make disability insurance contributions on behalf of Consultant; or v) obtain workers' compensation insurance on behalf of Consultant.

**SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.**

A. In performing its obligations under this Agreement, Consultant and each of its employees, agents, subcontractors or anyone directly or indirectly employed by



Consultant shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Consultant shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Consultant shall ensure that all of Consultant's employees, agents, subcontractors or anyone directly or indirectly employed by Consultant observe Consultant's rules and regulations of safety and conduct. Consultant shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Consultant shall remedy all damage or loss to any property caused in whole or in part by Consultant, its employees, agents, subcontractors or anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable. Consultant shall indemnify District for all damage or losses it may incur or be exposed to because of Consultant or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Consultant's failure to comply with the provisions contained herein.

- B. Moreover, Consultant acknowledges that FEMA financial assistance will be used to fund all or a portion of the Services contemplated in this Agreement, and the Consultant will accordingly comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** 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 actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 8. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 9. AMENDMENTS AND CHANGES.** 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 the District and the Consultant. The District or the Consultant may propose a change to the Services or the Budget. The cost of any such change shall be allowable, allocable, within the scope of FEMA's Public Assistance grant's eligibility and reasonable for the completion of a Project. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement with an additional not-to-



exceed component evidenced in such work order, addendum, addenda, or change order. The Consultant shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional services shall be provided by the Consultant unless done at the direction of the District. Any increase in cost caused by a change to the Services or the Budget shall be limited to not more than five percent (5%) of the originally agreed upon total Agreement amount.

**SECTION 10. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Consultant, both the District and the Consultant have complied with all the requirements of law, and both the District and the Consultant have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 11. 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:** Goodwyn Mills Cawood LLC  
1819 Main Street, Suite 608  
Sarasota, Florida 34236  
Attn: Robert Ramsey
  
- B. If to District:** West Villages Improvement District  
2501A 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.

**SECTION 12. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Consultant as an arm's length transaction. Both 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, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Consultant.

**SECTION 13. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.

**SECTION 14. ASSIGNMENT.** Neither the District nor Consultant may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval is void.

**SECTION 15. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Sarasota County, Florida.

**SECTION 16. 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, reasonable attorneys' fees, paralegal fees, and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** To the fullest extent permitted by law, Consultant agrees to indemnify and hold the District, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, to the extent relating to, arising out of, or resulting from: (i) the services provided by Consultant's personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Consultant or Consultant's personnel; and (iii) Consultant or Consultant personnel's failure to comply with or fulfill the obligations established by this Agreement.
- C.** Consultant hereby acknowledges, agrees and covenants that nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for



the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law. This Section shall survive any termination of this Agreement.

**SECTION 17. TERM.** This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein (including through the conclusion of any applicable FEMA reimbursement claim relative to Hurricane Ian, including any appeals or external audits thereof), unless cancelled earlier, pursuant to Section 18 below.

**SECTION 18. CANCELLATION AND TERMINATION.** The District shall have the right to terminate this Agreement for cause immediately upon notice to the Consultant. The District or Consultant may terminate this Agreement without cause upon thirty (30) days written notice. At such time as Consultant receives notification of the intent of the District to terminate the contract, Consultant shall not perform any further services unless directed to do so by the District. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the services reasonably satisfactorily performed up to the effective date of cancellation.

**SECTION 19. OWNERSHIP OF DOCUMENTS.** 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 shall be and remain the sole and exclusive property of the District when developed, upon payment in full to Consultant for that portion of the work, and shall be considered work for hire.

**SECTION 20. 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** (the "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, WCROSLY@SDSINC.ORG, OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.**

**SECTION 21. 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.

**SECTION 22. 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*.

**SECTION 23. SUSPENSION AND DEBARMENT.**

**A.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant's



principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B.** The Consultant shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C.** This certification is a material representation of fact relied upon by the District. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D.** The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this agreement. The Consultant further agrees to include a provision requiring such compliance in its subconsultant contracts, if any.

#### **SECTION 24. ACCESS TO RECORDS.**

- A.** The Consultant agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Consultant agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Consultant agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- D.** In compliance with the Disaster Recovery Reform Act of 2018, the District and the Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**SECTION 25. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.** The Consultant shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**SECTION 26. NO OBLIGATION BY FEDERAL GOVERNMENT.** The Parties acknowledge and agree that the federal government is not a party to this Agreement and is not subject to any



obligations or liabilities to the District, Consultant, or any other party pertaining to any matter resulting from the Agreement.

**SECTION 27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement.

**SECTION 28. 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.

**SECTION 29. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Consultant agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**SECTION 30. PROCUREMENT OF RECOVERED MATERIALS.** In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the Agreement performance schedule; Meeting Agreement performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**SECTION 31. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.**

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for

Covered Telecommunications Equipment or Services (Interim), as used in this clause.

2. Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph (c) of this clause applies, the Consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the FEMA to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit Consultant from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or



- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - b. By necessary implication and regulation, the prohibitions also do not apply to:
    - i. Covered telecommunications equipment or services that:
      - 1. Are not used as a substantial or essential component of any system; and
      - 2. Are not used as critical technology of any system.
    - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
4. Reporting requirement.
- a. In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Agreement performance, or the Consultant is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the District, unless elsewhere in this Agreement are established procedures for reporting the information.
  - b. The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:
    - i. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within ten (10) business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be

incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**SECTION 32. DOMESTIC PREFERENCE FOR PROCUREMENTS.** As appropriate, and to the extent consistent with law, the Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**SECTION 33. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 34. 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.

*[signatures follow on the next page]*

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

**Witness:**

**WEST VILLAGES IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Print Name

**Witness**

**GOODWYN MILLS CAWOOD LLC**, an Alabama  
limited liability company

**BY: GOODWYN MILLS & CAWOOD LLC.**, its  
Member

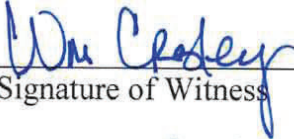
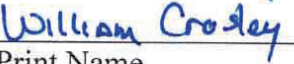
Erica Klevers  
\_\_\_\_\_  
Signature of Witness  
Erica Klevers  
\_\_\_\_\_  
Print Name

By: Robert Ramsey  
\_\_\_\_\_  
Print Name: Robert Ramsey  
\_\_\_\_\_  
Title: EVP Disaster Recovery  
\_\_\_\_\_

**Exhibit A: Scope of Services**  
**Exhibit B: Rate Schedule**

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

**Witness:**

  
\_\_\_\_\_  
Signature of Witness  
  
\_\_\_\_\_  
Print Name

**WEST VILLAGES IMPROVEMENT DISTRICT**

  
\_\_\_\_\_  
Chairman, Board of Supervisors

**Witness**

\_\_\_\_\_  
Signature of Witness  
\_\_\_\_\_  
Print Name

**GOODWYN MILLS CAWOOD LLC**, an Alabama  
limited liability company

**BY: GOODWYN MILLS & CAWOOD INC.**, its  
Member

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A: Scope of Services**  
**Exhibit B: Rate Schedule**



## **Exhibit A**

### **Scope of Services**

The Contractor shall provide consulting services to ensure the District effectively, efficiently and compliantly manages and administers any FEMA Public Assistance Program grants and related Projects. The Contractor's consulting services shall support both the District's Public Assistance Program grant management and administration and specific Project management and design services as Projects are proposed, approved, performed and completed.

The Contractor shall guide and instruct the District on the management and administration of its Public Assistance Program grants and related Projects and ensure all applicable procedures are adhered to in such a manner that the District is able to maximize its recovery for any and all eligible expenditures. The selected Contractor shall, at a minimum, provide the following services and meet the following general responsibilities:

- i. Upon notice to proceed, research, author, submit and manage Public Assistance Program grants from their inception to final disposition and/or closure. This process may include managing the District's response to any external audit performed by FEMA or another federal agency.
- ii. Provide astute and accurate management advice related to Public Assistance Program grants and other disaster-related recovery projects when requested by the District.
- iii. Review the initial Damage Assessment prepared by the District Engineer, Dewberry Engineers, Inc., and inspect post-disaster damage, as necessary, to provide written recommendations to the District as to the eligibility of costs related to identified damage.
- iv. Possess a thorough, current knowledge of eligible costs and associated cost categories to instruct the District and support the District in effectively developing Project scopes.
- v. Prepare or revise/update and submit the District's initial Request for Public Assistance ("RPA") after the initial disaster/event within all relevant government agencies' deadlines and to do so in such a manner as to maximize the District's ability to receive full reimbursement for any and all eligible costs.
- vi. Attend meetings, including kick-off meetings, conducted by the Florida Department of Emergency Management ("FDEM") and other Public Assistance officials, as applicable, and keep the District updated on all pending action items so that the District is able to achieve full reimbursement of any and all eligible costs.
- vii. Assist the District in preparing Project Worksheets and assembling all related, required materials to ensure Projects are approved. These services are expected to involve personal interaction with various District departments and will require the development of a familiarization with District policies and procedures related to human resources, risk management, public works, contracting and procurement.
- viii. Review and advise the District in writing of the cost estimates of disaster-related damages prepared by affected District departments, to include force account, contractual services performed, labor, materials, equipment (including rental equipment), etc., to ensure accuracy, eligibility for reimbursement, and suitability for submission to appropriate government agency.



- ix. Track all Project documentation submitted through entire Public Assistance Program grant process and follow up on any outstanding expenditure(s) to ensure complete reconciliations of expenditures, costs claimed, monies recovered, claims denied and monies de-obligated. Should de-obligation of submitted costs occur, the Consultant will explain to the District, in writing if requested, why such actions occurred.
- x. Accurately maintain all documentation provided by the District in the Public Assistance Program grants management process and provide the District with copies of same, upon request.
- xi. Develop strategies and write appeals for any cost-recovery disputes between the District and others.
- xii. Provide the District with a final report that summarizes the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances.
- xiii. Provide assistance relative to audit requests pertaining to all Projects the Consultant was affiliated with under the Contract.
- xiv. Provide miscellaneous services not otherwise described, but may be required by the District, during the course of the agreement, or any other task associated with FEMA grant management or documentation reimbursement process.

The selected Contractor shall also assist the District with the following specific management activities: *(Note, the specific management activities detailed below may also be included in the general services and responsibilities identified and listed above.)*

- i. Reviewing and submitting Preliminary Damage Assessments.
- ii. Attending meetings regarding the Public Assistance Program or overall Public Assistance damage claim.
- iii. Organizing Public Assistance damage sites into logical groups for future Project assignment.
- iv. Preparing correspondence with federal, state or other government entities.
- v. Performing Project site inspections to ensure compliance with Project parameters and requirements.
- vi. Developing detailed site-specific damage descriptions.
- vii. Evaluating Section 406 hazard mitigation measures.
- viii. Preparing Small and Large Projects.
- ix. Reviewing Project Worksheets.
- x. Collecting copying, filing, or submitting documents to support a claim.
- xi. Requesting disbursement of Public Assistance funds.
- xii. Training the District as requested.

**Exhibit B**

**Rate Schedule**

POSITION DESCRIPTION	HOURLY RATE*	FULLY LOADED HOURLY RATE**
Project Manager / Appeals and Compliance	\$180.00	\$210.00
Public Assistance Specialist/ Research Consultant	\$130.00	\$160.00
Junior Public Assistance Specialist	\$100.00	\$130.00
Data and Compliance Manager	\$110.00	\$140.00
Administrative Assistant	\$80.00	\$110.00

*\*Base hourly rate does not include "out-of-pocket" costs, such as travel, lodging, meals supplies, etc.*

*\*\*Include in "fully loaded" hourly rate: lodging, per diem, and overhead.*

**AGREEMENT BETWEEN THE  
WEST VILLAGES IMPROVEMENT DISTRICT AND WELLEN PARK, LLLP  
FOR INFRASTRUCTURE MANAGEMENT, OPERATION, AND MAINTENANCE**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 15th day of December, 2022 (the “Effective Date”), by and between:

**West Villages Improvement District**, a local unit of special purpose government established pursuant to Chapter 189, *Florida Statutes*, whose address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

**Wellen Park, LLLP**, a Florida limited liability limited partnership, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “Developer”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established, pursuant to Chapter 189, *Florida Statutes* and Chapter 2004-456, *Laws of Florida*, as amended (collectively, the “Act”); and

**WHEREAS**, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities, and infrastructure in conjunction with the development of lands within the District; and

**WHEREAS**, the Developer is developing the commercial development within the boundary of the District known as “Downtown Wellen Park” (the “Development”) at its sole cost and expense;<sup>1</sup> and

**WHEREAS**, upon the conclusion of the construction of the Development, the Developer will continue to own, operate, and maintain the private improvements, facilities, and property located therein; and

**WHEREAS**, the District presently owns certain real property within the Development identified as i) Tracts 7, 11 and 300 as shown on that certain *Wellen Park Downtown Phase 1 plat*, recorded at Plat Book 54, Page 331 in the Official Records of Sarasota County, Florida, and ii) Tract A-1 as shown on that certain *West Villages Marketplace plat*, recorded at Plat Book 53, Page 140 in the Official Records of Sarasota County, Florida (collectively, the “Real Property”); and

**WHEREAS**, the District presently owns or plans to own various public improvements, facilities, and property located on the Real Property (the “Improvements,” and together with the Real Property, the “District Property”), as more particularly described on the attached **Exhibit A** which is incorporated herein by this reference; and

---

<sup>1</sup> For the avoidance of doubt, the parties acknowledge and agree that no District funds, including existing or future bond proceeds, were utilized for the construction of the public or private infrastructure within the Development.

**WHEREAS**, the District Property requires management, inspection, operation, and/or maintenance services for which the District desires to retain an independent contractor; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Developer to manage, operate, and maintain the District Property; and

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. ACCESS TO PROPERTY.** By execution of this Agreement, and for the term hereof, the Developer is entitled to access the District Property described in **Exhibit A** for the purpose of providing the management, operation, and maintenance services relative to the District Improvements and the District Property located thereon.

**SECTION 3. DEVELOPER’S OBLIGATION.**

- A. General duties.** The Developer shall be responsible for providing, or causing to be provided, the management, operation, and maintenance of the District Property, including providing for the appropriate property insurance therefore, at its own cost and expense. The services shall be provided by the Developer in a lawful, neat and professional manner in accordance with industry standards, and in compliance with the “Scope of Maintenance Services” attached hereto as **Exhibit B** and incorporated herein by this reference. The Developer shall utilize qualified and experienced employees or contractors to provide the services with such frequency as is necessary and reasonable under the circumstances in order to ensure that the District Property is properly maintained and functions in accordance with its intended purpose.
- B. Inspection.** The Developer shall conduct regular inspections of all District Property. In the event the Developer discovers any irregularities or needs of repair to the District Property, the Developer shall report same to the Operations Manager and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. Routine Repair and Maintenance.** The Developer shall make, or cause to be made, such routine repair work or normal maintenance to the District Property as may be required for the operation of the District Property, or as required under applicable government permits.

- D. *Emergency Repairs and Maintenance.*** The Developer shall immediately notify the Operations Manager or District Engineer, as applicable, concerning the need for emergency repairs.
- i.** The Developer, in consultation with the Operations Manager and/or District Engineer, as applicable, shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of the District.
  - ii.** Alternatively, if emergency repairs are warranted as determined by the District in its sole and absolute discretion, the District reserves the right to coordinate such repairs at its own cost and expense. Emergency repairs may be made by the District without prior notice to the Developer; provided, however, that the Operations Manager shall use his best efforts to communicate the District's intent and/or completion of emergency repairs to the Developer as soon as is practicable. Upon the conclusion of the emergency repairs, the Developer shall thereafter resume the provision of the management, operation, and maintenance of the District Property.
- E. *Investigation and Report of Accidents/Claims.*** The Developer shall promptly investigate and provide a written report to the Operations Manager as to all accidents or claims for damage relating to the management, operation, and maintenance of the District Property. Such report shall include a description of any damage or destruction of property and the estimated cost of repair. The Developer shall cooperate and make any and all reports required by any insurance company in connection with any accident or claim. The Developer shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors, which shall not be unreasonably withheld, conditioned or delayed.
- F. *Compliance with Government Permits, Rules, Regulations, Requirements, and Orders.*** The Developer shall comply with any and all permits, rules, regulations, requirements, and orders affecting the District Property placed thereon by any governmental authority having jurisdiction. At the request of the District, and with at least thirty (30) days' prior written notice to the Developer unless an earlier time for response by the District is required by any such governmental authority having jurisdiction over the District and in any such event the Developer shall respond within a timeframe such as to allow the District to timely respond to the governmental authority, the Developer shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the Developer's management, operation, and maintenance of the District Property. The Developer shall notify the Operations Manager, the District Engineer, and District Counsel in writing of any contact made with the Developer relative to the District Property by any such governmental authority having jurisdiction. The Developer shall specifically indemnify the District for any penalties, judgments, or orders levied or imposed against the District for failure to

comply with any governmental permits, rules, regulations, requirements, and orders during the term of this Agreement that are due to Developer's failure to respond.

- G. *Care of the Property.*** The Developer shall use commercially reasonable efforts to protect the District Property from damage by the Developer, its employees or contractors. The Developer agrees to promptly repair any damage to the District Property resulting from the Developer's activities and work and to notify the District of the occurrence of such damage caused by the Developer's activities within forty-eight (48) hours.
- H. *Staffing and Billing.*** The Developer shall be solely responsible for the i) staffing, budgeting, financing, and ii) billing and collection of fees, assessments, service charges, etc., if applicable, that are necessary to perform the management, operation, and maintenance responsibilities set forth in this Agreement.
- I. *Utilities.*** The Developer shall be solely responsible for the provision of payment of all utilities, including but not limited to electricity, water (irrigation water main or individual potable water services, as may be appropriate), sewer, telephone, trash collection, and trash disposal as necessary for the proper management, operation, and maintenance of the District Property.
- J. *Liens and Claims.*** The Developer shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Developer shall promptly discharge or cause to be discharged any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Developer's performance under this Agreement.
- K. *Reports.*** The Developer agrees to meet with the Operations Manager and other District representatives, as needed and requested by the District, to walk the property to discuss conditions, schedules, and items of concern regarding the management, operation, and maintenance of the District Property.
- L. *Permits and Licenses.*** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Developer to perform under this Agreement shall be obtained and paid for by the Developer.

#### **SECTION 4. TERM; TERMINATION.**

- A.** The term of this Agreement shall commence as of the effective date of this Agreement and shall continue for twenty (20) years, unless terminated by the written consent of both parties hereto. Upon the expiration of the initial term, the parties shall be entitled to renew this Agreement for additional five (5) year terms.

- B.** Notwithstanding the foregoing, the District shall have the right to terminate this Agreement at any time due to Developer's failure to perform in accordance with the terms of this Agreement upon thirty (30) days' written notice ("Notice Period") detailing such alleged failure of the Developer; provided, however, the Developer shall have the right to cure any such alleged default or failure to perform on or before the expiration of such Notice Period. If the default is not reasonably curable within said Notice Period, the Developer may request and obtain an extension of the Notice Period upon a good faith showing that it has and is currently attempting to diligently cure such default, which extension shall not be unreasonably withheld by the District. In the event the Developer cures such alleged default or failure to perform during the Notice Period, this Agreement shall not be deemed terminated and shall continue in full force and effect.
- C.** In the event of any termination, the Developer and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties.

#### **SECTION 5. INSURANCE.**

- A.** The Developer shall maintain or cause to be maintained, at its own expense throughout the term of this Agreement, the following insurance:
- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii.** Commercial General Liability Insurance covering legal liability, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
  - iii.** Automobile Liability Insurance in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, and their respective staff, consultants, agents and supervisors, shall be named as additional insureds on each of the above policies (except with respect to the Worker's Compensation Insurance policy). 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, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. If the Developer or its contractors 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, the Developer 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.

C. The Developer shall ensure that any contractors hired by it to conduct the management, operation, and maintenance activities set forth herein shall additionally maintain, at their own expense through the term of the provision of such services relative to the District Improvements, the insurance coverages set forth in Sections 5(A) and 5(B) herein. Further, any contractors providing pesticide, herbicide, or other chemical applications relative to the District Property shall additionally be required to maintain the following insurance:

i. Pollution liability insurance with limits of not less than \$1,000,000.

#### **SECTION 6.**

A. The Developer agrees to indemnify, defend and hold harmless the District and its officers, agents, employees and staff 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, the acts or omissions of the Developer, or its officers, employees, representatives, contractors or subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the Developer's management, operation, and maintenance activities, or lack thereof, relative to the District Property as contemplated in this Agreement.

B. 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, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

C. The Developer shall require that, by written contract, any contractor hired in connection with this Agreement indemnify, defend 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, the acts or omissions of such contractors, including litigation or any appellate proceedings with respect thereto, resulting from the contractor's management, operation, and maintenance activities, or lack thereof, relative to the District Property. For the avoidance of doubt, failure to obtain such written contract with any contractor, as applicable, shall be considered a breach of this Agreement.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either the District or the Developer are required to enforce this Agreement or any provision hereof by court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' 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.



**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 9. ASSIGNMENT.** Neither party may assign this Agreement without the prior written approval of the other.

**SECTION 10. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Developer shall be acting as an independent contractor. Neither the Developer nor employees of the Developer, 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 Developer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Developer, if there are any, in the performance of this Agreement. The Developer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Developer shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 11. 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.

**SECTION 12. 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 the District and the Developer.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 14. 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:

<b>A. If to the District:</b>	West Villages Improvement District 2501-A Burns Road Palm Beach Gardens, Florida 33410 Attn: District Manager
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**With a copy to:**

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Developer:**

Wellen Park, LLLP  
4901 Vineland Road, Suite 450  
Orlando, Florida 32811  
Attn: Richard Severance  
Attn: Leslie Candes

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 Developer may deliver Notice on behalf of the District and the Developer. 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.

**SECTION 15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

**SECTION 16. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

**SECTION 17. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

**SECTION 18. 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.

**SECTION 19. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. The District and the

Developer participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 20. FINAL AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.

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

Attest:

**WEST VILLAGES IMPROVEMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
John Luczynski  
Chairman, Board of Supervisors

**WELLEN PARK, LLLP**

**By: THOMAS RANCH LAND PARTNERS GP,  
LLC**, its General Partner

**By: THOMAS RANCH MANAGER, LLC**, its  
Manager

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A:** Description of the District Property

**Exhibit B:** Scope of Services

## **EXHIBIT A**

### **DESCRIPTION OF THE DISTRICT PROPERTY**

- Wellen Park Boulevard, Market Way, Springtide Way and Sunglow Boulevard,<sup>2</sup> including but not limited to asphalt, curb and gutter, inlets, drainage pipes, and associated signage, sidewalks, and streetlights;
- Stormwater management ponds and associated stormwater management/drainage improvements;
- Landscaping improvements;
- Hardscaping improvements;
- All irrigation improvements located on the tracts listed above, with the exception of the irrigation pumps/pump station, the management, operation, and maintenance of which shall remain the responsibility of the District; and
- Multi-modal walking trail improvements located on the tracts listed above.

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<sup>2</sup> Excluding the portion of Sunglow Boulevard that is located outside of the Development (i.e. from Radiant Way west to Preto Boulevard).

## **EXHIBIT B**

### **SCOPE OF SERVICES**

#### **General Events Management**

- The Developer shall solely provide for the management of events held on the District Property in accordance with any applicable City of North Port regulations relating to same, but which shall not be subject to the District's standard application, permitting, or approval processes.

#### **Roadways and Streetlights**

- The Developer shall provide for the maintenance, repair and/or replacement of asphalt, curb and gutter, inlets, inlets, drainage pipes, and associated signage and sidewalks relative to the subject roadways (the "Roadways"). Notwithstanding the foregoing, the District shall be responsible for the future resurfacing of the Roadways, which shall be done at intervals as determined by the District in its sole discretion, and shall be responsible for budgeting any amounts necessary for such resurfacing activities.
- The Developer shall provide for the management of the Roadways, including closures thereto for maintenance, events, etc., in accordance with any applicable City of North Port regulations relating to same, but which shall not be subject to the District's standard application, permitting, or approval processes.
- The Developer shall ensure that streetlights along the Roadways are inspected at least two (2) times per month in order to ensure that such lighting system are functional, and for the maintenance, repair and/or replacement of all components of such streetlights, including but not limited to bulbs, poles, ballasts, wiring, controls, and electrical equipment.
- The Developer shall be responsible for the cost of all monthly streetlight pole lease payments.

#### **Stormwater Management Ponds and Improvements**

- The Developer shall provide for the maintenance, repair, and/or replacement of the stormwater management ponds, including but not limited to ponds, drainage ditches, marches, and dry sumps (collectively, the "Ponds") and associated drainage improvements, including but not limited to drainage pipes, culverts and other improvements.
- The Developer shall conduct bi-weekly inspections and perform all necessary herbicidal and manual maintenance activities relative to the Ponds in order to accomplish control of target exotic/invasive or undesirable plant material (including but not limited to torpedo grass, cattails, alligator weed, hydrilla, and algae) (hereinafter, "Nuisance Weeds") in accordance with local, state, and federal law. Maintenance activities shall be conducted as necessary to maintain a minimum of ninety-five (95%) percent control of all Nuisance Weeds; provided that for any Pond in which the Nuisance Weeds exceeds fifteen (15%) percent of any one-hundred (100) square foot section or is greater than 2.5 feet tall, the Developer shall manually remove such material.
- The Developer shall conduct monthly inspections and perform necessary maintenance activities on the planted littoral shelves within the Ponds. Regularly-scheduled littoral zone maintenance activities shall be conducted at bi-monthly intervals (i.e. six (6) times per year) to enhance growth of the beneficial native species and to preclude growth of Nuisance Weeds.
- The Developer shall select the most effective and environmentally safe herbicides and application techniques and shall ensure that such work is conducted in a manner so as to protect and minimize any damage to non-target areas. The Developer shall ensure herbicides are utilized in accordance with applicable local, state, and federal law as well as in accordance with the product

manufacturers' label. In the event that a particular herbicide is banned by a governmental regulatory agency with jurisdiction over the Ponds, the Developer shall immediately stop the use of such herbicide. In order to ensure proper application of herbicides, at least one holder of a Florida Aquatic Pesticide License shall be present for every maintenance crew utilizing pesticides in the Ponds. Further, all herbicide application equipment (i.e. trucks, boats and sprayers) shall be kept in good working order, condition, and appearance at all times, and the District shall have the right to inspect such equipment and to approve their use. The Developer shall be solely liable for any penalty, fine or damages resulting from the misuse or improper application of herbicides.

- For any Pond in which dead plant material exceeds fifteen (15%) percent of any one-hundred (100) square foot section, the Developer shall remove and properly dispose of the dead material. Vegetation removed from the Ponds shall be removed from the Development within two (2) days and shall not remain on-site over the weekend. If the District determines that such plant material has died due to Developer's improper use of herbicides, Developer shall be responsible for replanting such areas at its own cost and expense.
- Prior to launching any boat or trailer into the Ponds, such vessel shall be inspected for the presence of Nuisance Weeds which shall be removed prior to launch in order to ensure that such plants are not introduced into the Ponds.
- The Developer shall notify the Operations Manager of any fish kills in the Ponds. The Developer shall be liable for fish kills that are a direct result of aquatic plant control activities.

### **Landscaping, Hardscaping, and Irrigation Improvements**

#### **General**

- The Developer shall provide for the maintenance, repair, and/or replacement of landscaping improvements (including but not limited to sod, trees, shrubs, groundcover and annuals), which shall include pruning, fertilization, grounds maintenance, mowing, trimming edging, raking, weed control, mulching, insect control and plant replacement. The Developer shall also install seasonal plants (i.e., annuals, seasonal specialties, potted plants, etc.).
- The Developer shall provide the maintenance, repair, and/or replacement of hardscaping improvements, including monument signage and sidewalks/walkways.
- The Developer shall provide for the maintenance, repair, and/or replacement of irrigation improvements. Further, the Developer shall be responsible for the operation of the irrigation system, for setting and adjusting the irrigation system timing to ensure proper watering, and for replacement of any irrigation facilities or equipment damaged by the maintenance operation. Notwithstanding the foregoing, the management, operation, and maintenance of the irrigation pumps/pump station shall remain the responsibility of the District.

#### **Fertilizer and Soil Testing**

- The Developer shall establish a program that will fertilize all trees, shrubs, groundcover, flowers and lawns, describing the type of fertilizer required for each type of plant and the time of the year this work will be undertaken. A copy of the maintenance and fertilization schedule shall be provided to the Operations Manager.
- Plant Material shall be fertilized in accordance with the following schedule and amounts:
  - For Zoysia turf: Apply complete fertilizer in February and November at the manufacturer's recommended rate and apply nitrogen only in April and slow release nitrogen in June and August. The fertilizer shall be a commercial grade, produced and recommended for use on

Zoysia lawns having a minimum of 40% slow release nitrogen. The total yearly nitrogen shall be 4 lbs N/ 1,000 SF.

- For St. Augustine turf: Apply complete fertilizer in February, May and October of each year. The fertilizer shall be commercial grade, produced and recommended for use on St. Augustine lawns having a minimum of 50% slow release nitrogen. The total yearly nitrogen shall be 4 lbs. N/ 1,000 SF.
- For Bahia turf: For Bahia turf areas such as lake, pond, and ditch banks, the Developer shall apply fertilizer only when directed by the District. The Developer shall make a recommendation to the District regarding the necessity of fertilization in March and October of each year. The Operations Manager shall review the Developer's recommendation and make the final decision regarding the necessity of fertilization. If needed, fertilizer shall be an 8-8-8 fertilizer having at least fifty percent (50%) of the nitrogen derived from an organic source and magnesium and iron as minor elements.
- For trees (except palms): Trees shall be fertilized by broadcasting under the foliage canopy twice yearly: early Spring and early Fall to achieve 2 lbs N/ 1,000 SF per year. Fertilizer shall consist of 30% - 50% slow release nutrients.
- For palms: Palms shall be fertilized during April, June and September. The fertilizer shall be broadcast under foliage canopy at the rate of 1 pound per inch of palm trunk diameter.
- Shrubs and groundcovers: Shrubs and groundcover shall be fertilized by broadcasting over beds three (3) times per year. Note: Fertilize early Spring, Summer and late Fall at a rate of 1 lb N/ 1,000 SF.
- Flowering seasonal plants/annuals: Flowering seasonal/annual plants shall be fertilized on an "as needed" basis with liquid fertilizer. Soluble salts should be checked on a regular basis.
- The automatic irrigation system shall be operated during fertilization application to avoid burn. The Developer shall be responsible for any damage to plant material after fertilization as a result of the Developer's insufficient irrigation operation or scheduling.
- Any plant material damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the Developer's expense.
- The Developer shall have the varied planting mediums (planting soil) tested annually to determine required additives. The Developer shall be responsible for costs of tests along with purchasing and application of any and all soil conditioners required. Each "Area" to include a minimum of three (3) samples.

### Mowing, Edging & Blowing

- Turf Mowing:
  - Within all turf areas and within the Roadway rights-of-way and adjacent slope easements, mow all turf areas with an appropriate mower whenever grass attains a height of 2 to 3 inches. The height of the cut shall be set at 2 to 3 inches. Remove excessive grass clippings by the use of grass catcher, bagger or by raking where necessary. Mowing wet grass should be avoided.
  - Mow all berms and banks of the Ponds once per month during October through March and two times per month during April through September. The height of the cut shall be set at 3 inches. Berms and banks of the Ponds shall be mowed to the water line. Remove excessive grass clippings by the use of grass catcher, bagger or by raking where necessary. Mowing wet grass should be avoided.
- Trim and properly edge all shrub and flower beds, as well as trees, curbs, walls, sidewalks, pathways and other paved surfaces. Remove grass clippings. Trimming and edging shall be executed at every mowing.

- Sidewalks, curbs, and other paved surfaces adjacent to turf or other landscaped elements shall be kept clean of unwanted landscape debris.
- Grounds shall be raked and cleaned of clippings, leaves, sticks, twigs, and all litter at each maintenance day or as needed. Materials cleaned from grounds shall be disposed of off-site.

### Weed and Insect Control

- Control weeds in all areas as necessary and in compliance with the State of Florida Department of Agriculture and other applicable local regulations. Weed control shall be performed at the early signs of weed growth and shall be repeated as required. Weed control shall continue through the maintenance period as required and as may be specified by the Operations Manager.
- The Developer shall select the most effective and environmentally safe pesticides, herbicides, chemicals, and application techniques and shall ensure that such work is conducted in a manner so as to protect and minimize any damage to non-target areas. The Developer shall ensure pesticides, herbicides, and chemicals are utilized in accordance with applicable local, state, and federal law as well as in accordance with the product manufacturers' label. In the event that a particular pesticide, herbicide, or chemical is banned by a governmental regulatory agency with jurisdiction over the District Property, the Developer shall immediately stop the use of same. In order to ensure proper application of pesticides, herbicides, and chemicals, at least one holder of a Florida Aquatic Pesticide License shall be present for every maintenance crew utilizing same. Further, all pesticide, herbicide, and chemical application equipment (i.e. trucks, boats and sprayers) shall be kept in good working order, condition, and appearance at all times, and the District shall have the right to inspect such equipment and to approve their use. The Developer shall be solely liable for any penalty, fine or damages resulting from the misuse or improper application of pesticides, herbicides, and chemicals.
- Plant beds shall be weeded by hand. All weeds and refuse shall be removed from the site the same day.
- Disease control and/or fungus and limited nutritional supplements shall be included as necessary if a deficiency exists or soil conditions warrant.
- To control scale insects, red spiders, aphids and other sucking insects, spray major trees once a year in late March and early April with miscible oil spray. Apply the spray as a fine, even mist. Spraying operations must be scheduled on calm days and so that the areas involved will be clear of pedestrians and automobiles. Dormant oil sprays should not be used when the air temperature is below 40° F or when it is likely to drop to freezing or below before the spray has dried on the tree.
- To eradicate infection by chewing or sucking insects, leaf miners, and other pests, spray affected trees with special sprays and combinations of sprays suitable for the particular insect when the infection becomes evident and as often thereafter as necessary. Advice from an expert consultant in this matter is mandatory.
- All trees, shrubs and ornamentals shall be sprayed to control insects on an as needed basis with no limitations as to the number of sprays. The Developer shall apply recommended, legally approved pesticides to control insects and/or fungus causing damage to plants. Pesticides shall be applied only as needed to maintain the health of plant material.

### Pruning and Trimming

- Prune, thin and trim all trees at least once a year to keep the trees healthy, to maintain the natural character of the variety, to control shape, and to prevent crowding. Pruning, in general, shall consist of the removal of dead, broken, fungus-infected, insect-infested, superfluous, and intertwining branches, vines and the removal of dead or decaying stumps, all other undesirable growth, and



nuisance growth that interferes with view, traffic signage, walks or lighting. Pruning will also be required from time to time to remove damaged branches from storms.

- Hatracking or Lopping of trees will not be accepted unless directed by the Operations Manager. Trees pruned in such a manner without the District's permission shall be replaced with same variety, at size prior to pruning, at the Developer's expense.
- Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Flowering trees shall be pruned over an outside bud. Make cuts sufficiently close to parent stem so that healing can readily start under normal conditions. Limb cuts shall be clean and flush with the trunk.
- Prune only at the time of season proper for the variety. For some varieties, timing will be critical – a matter of days. Prune flowering trees after the flowers have fallen. Prune or trim once or twice each growing season to keep the natural shape of the individual plant. Groundcover plants may need some cutting back to encourage lateral growth.
- All plants shall be neatly pruned and/or clipped to maintain the natural character of the plant and in a manner appropriate to the requirement of each plant.
- Mechanical pruning to create a walled effect on hedges or a 'meatball' effect on shrubs will not be accepted unless directed by the Operations Manager. Shrubs pruned in such a manner without the District's permission shall be replaced with same variety, at size prior to pruning, at the Developer's expense.
- All branches, dead wood, and cuttings shall be removed from the job site at time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored.
- Palms shall be trimmed of dead fronds once every three (3) months.
- Ornamental Grasses should be cut back at the appropriate time during the spring to encourage new growth.

### Mulch

- All plant beds and tree pits shall have a 3 inch layer of mulch maintained. Every month, mulch shall be placed as needed to maintain a consistent, completely covered appearance in all mulch areas.
- Any mulch installed shall be cocoa brown.

### Automatic Irrigation System Maintenance and Watering

- The Developer shall operate, inspect, and conduct periodic inspections and adjustment of the automatic irrigation systems in order to ensure proper watering in compliance with the *Amended and Restated Agreement for the Delivery and use of Irrigation Quality Water*, by and between the Developer and the District, dated December 16, 2020 (the "Irrigation Agreement"). The irrigation central computer system shall be checked as often as necessary to ensure scheduling. The Developer shall be responsible for becoming knowledgeable of the automatic irrigation system and its operation and management. Notwithstanding the foregoing, the Developer will not be responsible for the replacement or maintenance of the pumping equipment or to replace any defect in the pump system which shall remain the responsibility of the District.
- The Developer shall replace any irrigation equipment damaged by the maintenance operation in a timely manner. Damaged equipment shall be replaced with the same equipment from the same manufacturer. The Developer shall be required to promptly notify the Operations Manager if repairs are necessary that are not the Developer's responsibility.

- If not already provided to the District, the Developer shall provide a weekly irrigation schedule to the Operations Manager within twenty (20) days of the Effective Date of this Agreement. The Developer's irrigation schedule shall provide sufficient water to all lawns and shrub beds to provide for lush, green landscape appearance. The schedule shall be adjusted for the appropriate rainy or dry season.
- The Developer shall be responsible for controlling the amount of water used for irrigation and any damage that results from over watering or insufficient watering shall be the responsibility of the Developer in accordance with the Irrigation Agreement.

#### *Trash Removal*

- Trash removal including removal of all trash from onsite waste containers to the appropriate dumpsters.

#### *Flowering Seasonal/Annual Replacement*

- The Developer shall be responsible for maintaining all seasonal bedding plants in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.
- The Developer will replant existing annual beds three (3) times per year with annuals as directed by the Operations Manager. Any additional annual beds or additional replanting will be invoiced separately.
- Watering needs shall be monitored on a daily basis. Plants should show no signs of water related stress.
- All plants in beds shall be pruned on an "as needed" basis to provide for a dense, full, flowering and consistent appearance.
- All beds shall be kept weed free at all times.
- Check for insects and possible disease, and follow through with appropriate treatments on a routine basis.

#### *Concrete Multi-Modal Walking Trail Improvements*

- The Developer shall provide for the maintenance, repair, and/or replacement of the concrete multi-modal walking trail improvements (the "Concrete Trail").
- The Developer shall properly edge the Concrete Trail at every mowing and shall ensure that the paved Concrete Trail width is maintained to its initial width, as approved by the City of North Port. The Developer shall remove grass clippings after edging, and the Concrete Trail shall further be kept clean of unwanted landscape and other debris.

#### *Natural Multi-Modal Walking Trail Improvements*

- The Developer shall provide for the maintenance, repair, and/or replacement of the shell multi-modal walking trail improvements (the "Natural Trail").
- The Developer shall properly edge the Natural Trail as necessary and shall ensure that the Natural Trail width is maintained to its initial width, as approved by the City of North Port. The Developer shall remove grass clippings after edging, and the Natural Trail shall further be kept clean of unwanted landscape and other debris.
- The Developer shall replace the shell/aggregate relative to the Natural Trail as necessary to

maintain a uniform appearance and a substantially level surface.



# Second Supplemental Special Assessment Methodology Report

WEST VILLAGES IMPROVEMENT DISTRICT  
Unit of Development No. 8  
(Series 2022 Bonds)

November 10, 2022

**SPECIAL DISTRICT SERVICES, INC**

2501A Burns Road  
Palm Beach Gardens, Florida 33410  
561-630-4922

## **1.0     INTRODUCTION**

The West Villages Improvement District (the “District”) is a local unit of special-purpose government with portions located in the City of North Port, Florida (the “City”) and within Sarasota County, Florida (the “County”). The District was created in June 2004 by Chapter 2004-456, Laws of Florida, a special act of the Florida Legislature (the “Act”). The Act provides legal authority for the District to finance the acquisition, construction, operation, and maintenance of the public infrastructure improvements authorized by the Act. In order to address its authorized purpose, the District has and continues to create separate Units of Development. This Second Supplemental Special Assessment Methodology Report (the “Second Supplemental Report”) applies exclusively to Unit of Development No. 8 (“Unit No. 8”) of the District and the plan of development which currently plans for 1,373 residential dwelling units, of varying product types.

Unit No. 8 includes approximately 610.706+/- acres and was created by the District to acquire and construct public master and neighborhood infrastructure improvements designed to provide special benefit to the lands within Unit No. 8 (the “Unit No. 8 Improvements”). The West Villages Improvement District Unit of Development No. 8 Plan of Improvements dated November 12, 2020 was prepared by Dewberry Engineers Inc. (the “Master Report”) and describes the scope of the public neighborhood infrastructure improvements planned for Unit No. 8 totaling approximately \$27,000,000 (the “Unit No. 8 Neighborhood Improvements”). The Master Report is supplemented by the Supplemental Engineer’s Report for Series 2022 Bonds- Neighborhood Infrastructure dated November 2022 prepared by Kimley-Horn and Associates, Inc. (the “Project Engineer”) to describe the Unit No. 8 Neighborhood Improvements planned to be financed with the District’s proposed Series 2022 Bonds and includes earthwork and stormwater improvements; water and sewer facilities; irrigation facilities; and associated permits and professional fees (collectively the “Project”). The total estimated costs of the construction of the Project are \$15,500,000, which does not include the debt service reserve fund, capitalized interest, issuance costs and other assumptions.

This Second Supplemental Report supplements the First Supplemental Report dated March 31, 2021 (the “First Supplemental”) and the Master Special Assessment Methodology Report, dated November 12, 2020 (the “Master Report”), and will equitably allocate the costs being incurred by the District to issue the Series 2022 Bonds in order provide a portion of the Unit No. 8 Neighborhood Improvements to the assessable lands within Unit No. 8 in the District.

## **2.0     PROJECTS TO BE FUNDED BY THE DISTRICT**

The Project as designed is an integrated system of facilities that provides specific benefits to all of the assessable lands within Unit No. 8. The total cost of the Project is currently estimated to be \$15,500,000. The components of the Project to be funded with the proceeds of Series 2022 Bonds have estimated costs of \$15,500,000. A detail of the estimated Project costs to be funded by all or a portion of the Series 2022 Bonds for the development to be is included herein on **Table A**.

The Series 2022 Bonds will be repaid through the levy of non-ad valorem special assessments on all assessable property within Unit No. 8 with the exception of the golf course property as discussed in the in more detail herein. Any portion of the Project not financed through the issuance of the Series 2022 Bonds will be paid for by Lennar Homes, LLC or its successors or assigns (collectively the “Developer”).

The construction costs for the Project identified in this Second Supplemental Report were provided by the Project Engineer. Special District Services, Inc., as District Manager, makes no representation

regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

### **3.0 FUNDING OF IMPROVEMENTS**

To defray the Series 2022 Bonds, the District will impose non-ad valorem special assessments on benefited real property within Unit No. 8 with the exception of the golf course property as set forth in Section 5.0 herein (the “Series 2022 Assessments”). These assessments are based on the special and peculiar benefits accruing to such property from the improvements comprising the Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible.

In summary, special assessments may be levied: (1) for facilities which provide special benefits to property as distinct from general benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by the properties; and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments placed upon various benefited properties in Unit No. 8 must be sufficient to cover the debt service of the Series 2022 Bonds that will be issued for financing all or a portion of the Project. The assessments must be fairly and reasonably allocated to the properties being assessed.

### **4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS**

In developing the methodology used for special assessments in the District, two interrelated factors were used:

- A. Allocation of Benefit: Each parcel of land, lot and/or unit within Unit No. 8 in the District benefits from the construction and financing of the proposed improvements.
- B. Allocation of Cost/Debt: The special assessments imposed on each parcel of land, lot and/or unit within Unit No. cannot exceed the value of the benefits provided to such parcel of land, lot and/or unit.

Upon the sale of Series 2022 Bonds, the District’s debt will be allocated to the gross acreage within Unit No. 8 which totals approximately 610.706+/- acres and upon platting, to each platted parcel and/or residential dwelling unit/lot in Unit No. 8 on an Equivalent Residential Unit (“ERU”) basis and on the remaining unplatted land on an equal acreage basis. As subsequent platting occurs or **declarations of condominiums are recorded** the debt assessment will be assigned on a first platted/**recorded**, first assessed basis to platted parcels and residential dwelling units/lots receiving property folio numbers; and allocated on an ERU basis as shown herein on **Table C** and **Table F**. For the purpose of this Second Supplemental Report each 52’ single family residential dwelling unit will be the base unit upon which other product types will be compared to and has been assigned one (1) ERU. (Refer to **Table C** attached hereto for proposed ERU Factors).

Given the District’s approved land use plan and the type of infrastructure to be funded by the proposed special assessments, this method results in a fair allocation of benefits and an equitable allocation of costs for the Project. The special benefit received and applied to each parcel and/or residential dwelling unit/lot as a result of the construction of public infrastructure improvements will exceed the cost allocated to each parcel and/or unit/lot. However, if the future platting results in changes in land use or proportion of benefit per acre and/or unit type, this allocation methodology may not be applicable and it may be necessary for the District to revise the allocation methodology.

To the extent land is sold in bulk to a third party, prior to platting, then, the District will assign debt based upon the development rights conveyed based upon the *ERU* factors as shown herein on **Table C**.

## **5.0 REAL PROPERTY CONTRIBUTION**

The Series 2022 Assessments are expected to be ultimately allocated to the units shown on **Table C** using target annual assessments provided by the Developer. As allocated, the Series 2022 Assessments are consistent with the Master Report, and are fairly and reasonably allocated across all benefitted properties. The District will recognize in-kind contributions of infrastructure by the Developer in the amount of approximately \$251,334 an assessment credit to the golf course property as specified in **Table C**, in order to reach target assessment levels.

## **6.0 COLLECTION OF SPECIAL ASSESSMENTS**

The proposed special assessments for the District are planned to be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; *Florida Statutes* (“*F.S.*”) for platted lots, or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, *F.S.*, or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and maintenance assessment amounts by a factor of 0.94. In the event the special assessments are direct billed, then, the collection costs and discounts may not apply.

## **7.0 FINANCING STRUCTURE**

The components of the Project to be funded with the proceeds of Series 2022 Bonds have estimated costs of \$15,500,000. The construction program and the costs associated with The Project relative to Unit No. 8 are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Project is assumed to be financed by the Series 2022 Bonds which, when issued, will be payable from and secured by special assessments levied annually against all assessable properties within Unit No. 8 in the District which totals approximately 610.706+/- acres. Based on the current market conditions the total aggregate principal amount of the Series 2022 Bonds (\$17,000,000) for Unit No. 8 is shown herein on **Table B**. The proceeds of the Series 2022 Bonds will provide \$14,992,484 for construction related costs. The sizing of the Series 2022 Bonds includes a debt service reserve fund equal to 50% of the maximum annual net debt service and issuance costs as shown herein on **Table B**.

## **8.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISIM**

Allocation of costs and debt, shown herein on **Table C** and **Table D**, for the infrastructure improvements currently planned to be financed by the District for the Project is initially based on the estimated number of product types and residential dwelling units (1,373) projected to be constructed within Unit No. 8 in the District and benefitted by the infrastructure improvements comprising the Project. Based on a Series 2022 Bond size of \$17,000,000 at an average interest rate of 6.0% the annual debt service on the Unit No. 8 Series 2022 Bonds will be \$1,235,032 which has not been grossed up

to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that each platted parcel or unit is assessed no more than their pro-rata amount of the annual debt service shown in **Table E** and **Table F**, the District will be required to perform a “true-up” analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining assessable units. The District shall, at the time a plat or re-plat is submitted to the City and/or County:

**A.** Assume that the total number of *ERUs* relative to the Project is at least 1,184.08.

**B.** Ascertain the number of assessable residential parcels/lots in the plat (unrecorded at this time) or re-plat and any prior plats (“Planned Assessable Units/Lots”) and total amount of *ERUs* associated with such Planned Assessable Units/Lots.

**C.** Ascertain the current amount of potential remaining assessable parcels/lots (“Remaining Assessable Units/Lots,” and together with the Planned Assessable Units/Lots, the “Total Assessable Units/Lots”) and total number of *ERUs* associated with the Remaining Assessable Units/Lots.

If the *ERUs* associated with the Total Assessable Units/Lots are equal to 1,184.08, then no action would be required at that time. However, if the sum of the *ERUs* associated with the Total Assessable Units/Lots are less than 1,184.08, then the Developer will be obligated to remit to the District an amount of money sufficient to enable the District to retire an amount of proposed Series 2022 Bonds such that the amount of debt service allocated to each *ERU* associated with the Total Assessable Units/Lots does not exceed the amounts set forth in **Table D**. Conversely, if the sum of the *ERUs* associated with the Total Assessable Units/Lots are more than 1,184.08 after the filing of the final plat for the Project, then the District shall equitably reallocate the assessments resulting in a reduction in the par debt allocations per unit type set forth in **Table D**.

All assessments levied run with the land. A determination of a true-up payment shall be at the sole discretion of the District. It is the responsibility of the landowner of record to make any required true-up payments that are due including any accrued interest. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied. It is recommended that the true-up mechanism be formalized in an agreement between the District and the Developer.

In the event that additional land is annexed into Unit No. 8 which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

## **9.0 PRELIMINARY ASSESSMENT ROLL**

The debt associated with the District’s improvement plan will be initially distributed on 135 platted single family lots consisting of eighty two 55’ lots & fifty three 75’ lots. The remaining debt will be distributed on an equal acreage basis on all of the remaining benefiting acreage, approximately 582.52+/- acres, within Unit No. 8 in the District as outlined herein on **Table F** and **Exhibit “A”** attached hereto. As plats are approved parcels and/or lot/units within Unit No. 8 will be assessed in the manner described herein.



The lands within Unit No. 8 consist of approximately 610.706+/- acres as described in **Exhibit “A”** attached hereto. As of the date of this First Supplemental Report Unit No. 8 is partially platted and the majority of the property in Unit No. 8 is undeveloped. The anticipated par amount of Series 2022 Bonds to be issued by the District to pay for the Project is approximately \$17,000,000. Prior to final plat approval the assessments levied against the lands within Unit No. 8 in the District will be apportioned on the 135 single family plats and the remainder on a gross acre basis. Therefore, each of the remaining 582.52+/- gross acres of land in Unit No. 8 in the District will be assessed a maximum of \$1,967.84 as outlined herein on **Table F**. When fully developed, Unit No. 8 is expected to contain approximately 1,373 residential dwelling units of varying product types.

#### **10.0 ADDITIONAL STIPULATIONS**

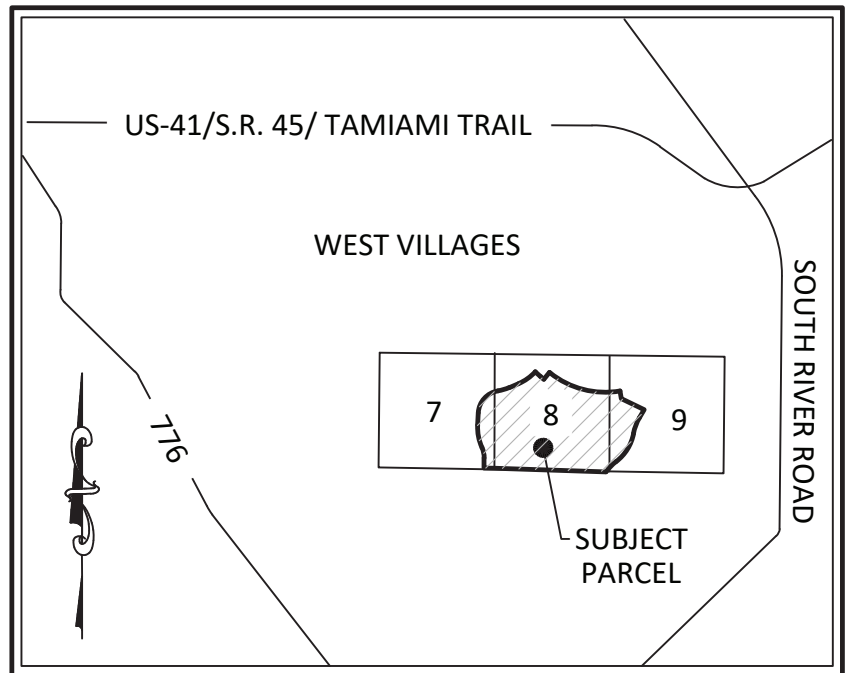
Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this First Supplemental Report.

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

\*\*\*\*\*

**LEGEND:**

	LINE BREAK
POC	POINT ON A CURVE
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
OR	OFFICIAL RECORDS BOOK
PG	PAGE
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
TAN BRG	TANGENT BEARING
sf	SQUARE FEET
ac	ACRES
SEC	SECTION

**VICINITY MAP: NOT TO SCALE****SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 SOUTH, RANGE 20 EAST, AS BEING S89°38'43"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. SKETCH IS NOT VALID UNLESS ALL (SHEETS 1 THRU 7) ARE PRESENT.
5. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 6890  
DATE  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER

(SEE SHEET 2 FOR DESCRIPTION)  
(SEE SHEET 3 THRU 6 FOR SKETCH)  
(SEE SHEET 7 FOR CURVE AND LINE TABLES)

**SHEET 1 OF 7****SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.****SKETCH OF DESCRIPTION**

—OF—

A PARCEL OF LAND BEING A PORTION OF  
THAT LAND DESCRIBED IN OFFICIAL  
RECORDS INSTRUMENT NUMBER  
2014062917, PUBLIC RECORDS OF  
SARASOTA COUNTY, FLORIDA, LYING IN  
SECTIONS 7, 8, AND 9, TOWNSHIP 40  
SOUTH, RANGE 20 EAST

SARASOTA COUNTY

FLORIDA



2201 CANTU COURT SUITE 107  
SARASOTA, FLORIDA 34232  
PHONE: 941.702.9670  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**WEST VILLAGES  
IMPROVEMENT DISTRICT**

DATE: 10/30/2020  
REV DATE:  
SCALE 1" = N/A

PROJ: 50129048  
DRAWN BY: RSS  
CHECKED BY: RSS

**Page 52**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF THAT LAND DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2014062917, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTIONS 7, 8, AND 9, TOWNSHIP 40 SOUTH, RANGE 20 EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE N 89°38'43" W 475.82 FEET; THENCE N 00°39'02" E 472.90 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 487.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1090.00 FEET AND A CENTRAL ANGLE OF 25°38'03" (CHORD BEARING N 12°09'59" W 483.61 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 1071.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2185.00 FEET AND A CENTRAL ANGLE OF 28°06'04" (CHORD BEARING N 10°55'59" W 1060.94 FEET) TO A POINT OF TANGENCY; THENCE N 03°07'03" E 574.98 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 1472.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1085.00 FEET AND A CENTRAL ANGLE OF 77°43'55" (CHORD BEARING N 41°59'01" E 1361.68 FEET) TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 541.82 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2215.00 FEET AND A CENTRAL ANGLE OF 14°00'55" (CHORD BEARING N 73°50'31" E 540.47 FEET) TO A POINT OF TANGENCY; THENCE N 66°50'03" E 467.65 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 963.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2265.00 FEET AND A CENTRAL ANGLE OF 24°21'55" (CHORD BEARING N 54°39'06" E 955.96 FEET); THENCE S 48°14'21" E 331.70 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 197.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4491.41 FEET AND A CENTRAL ANGLE OF 02°30'58" (CHORD BEARING S 49°29'51" E 197.23 FEET); THENCE N 39°14'40" E 414.73 FEET; THENCE S 51°25'13" E 47.29 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 3433.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4076.41 FEET AND A CENTRAL ANGLE OF 48°15'34" (CHORD BEARING S 75°33'00" E 3332.91 FEET); THENCE S 09°40'47" E 359.21 FEET; THENCE S 64°10'08" E 1175.51 FEET; THENCE S 30°34'52" W 433.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 784.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2265.00 FEET AND A CENTRAL ANGLE OF 19°50'26" (CHORD BEARING S 20°39'39" W 780.42 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 1565.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2135.00 FEET AND A CENTRAL ANGLE OF 42°00'39" (CHORD BEARING S 31°44'45" W 1530.61 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 667.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2265.00 FEET AND A CENTRAL ANGLE OF 16°52'35" (CHORD BEARING S 44°18'47" W 664.74 FEET) TO THE SOUTH LINE OF SAID SECTION 8; THENCE N 88°05'49" W, ALONG SAID SOUTH LINE, 5177.26 FEET TO THE POINT OF BEGINNING.  
CONTAINING 610.706 ACRES, MORE OR LESS.

**SHEET 2 OF 7**

(SEE SHEET 1 FOR NOTES)  
(SEE SHEET 3 THRU 6 FOR SKETCH)  
(SEE SHEET 7 FOR CURVE AND LINE TABLES)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.****SKETCH OF DESCRIPTION**

—OF—

A PARCEL OF LAND BEING A PORTION OF THAT LAND DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2014062917, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTIONS 7, 8, AND 9, TOWNSHIP 40 SOUTH, RANGE 20 EAST

SARASOTA COUNTY

FLORIDA



2201 CANTU COURT SUITE 107  
SARASOTA, FLORIDA 34232  
PHONE: 941.702.9670  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

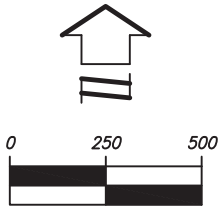
PREPARED FOR:

**WEST VILLAGES  
IMPROVEMENT DISTRICT**

DATE: 10/30/2020  
REV DATE:  
SCALE 1" = N/A

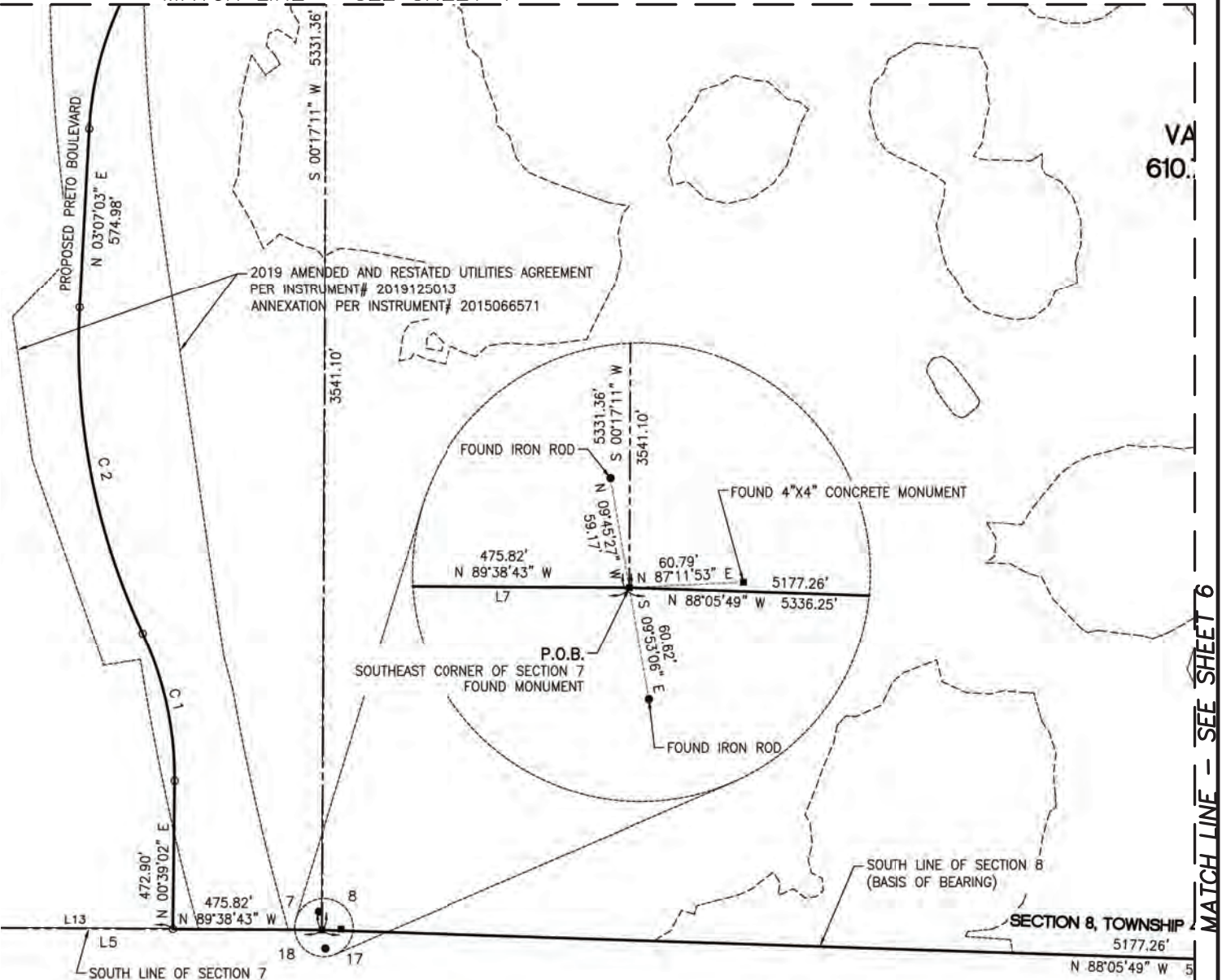
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**Page 53**



1 INCH = 500 FEET

MATCH LINE - SEE SHEET 4



SHEET 3 OF 7

(SEE SHEET 1 FOR NOTES)  
(SEE SHEET 2 FOR DESCRIPTION)  
(SEE SHEET 7 FOR CURVE AND LINE TABLES)

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SARASOTA COUNTY

FLORIDA



# Dewberry

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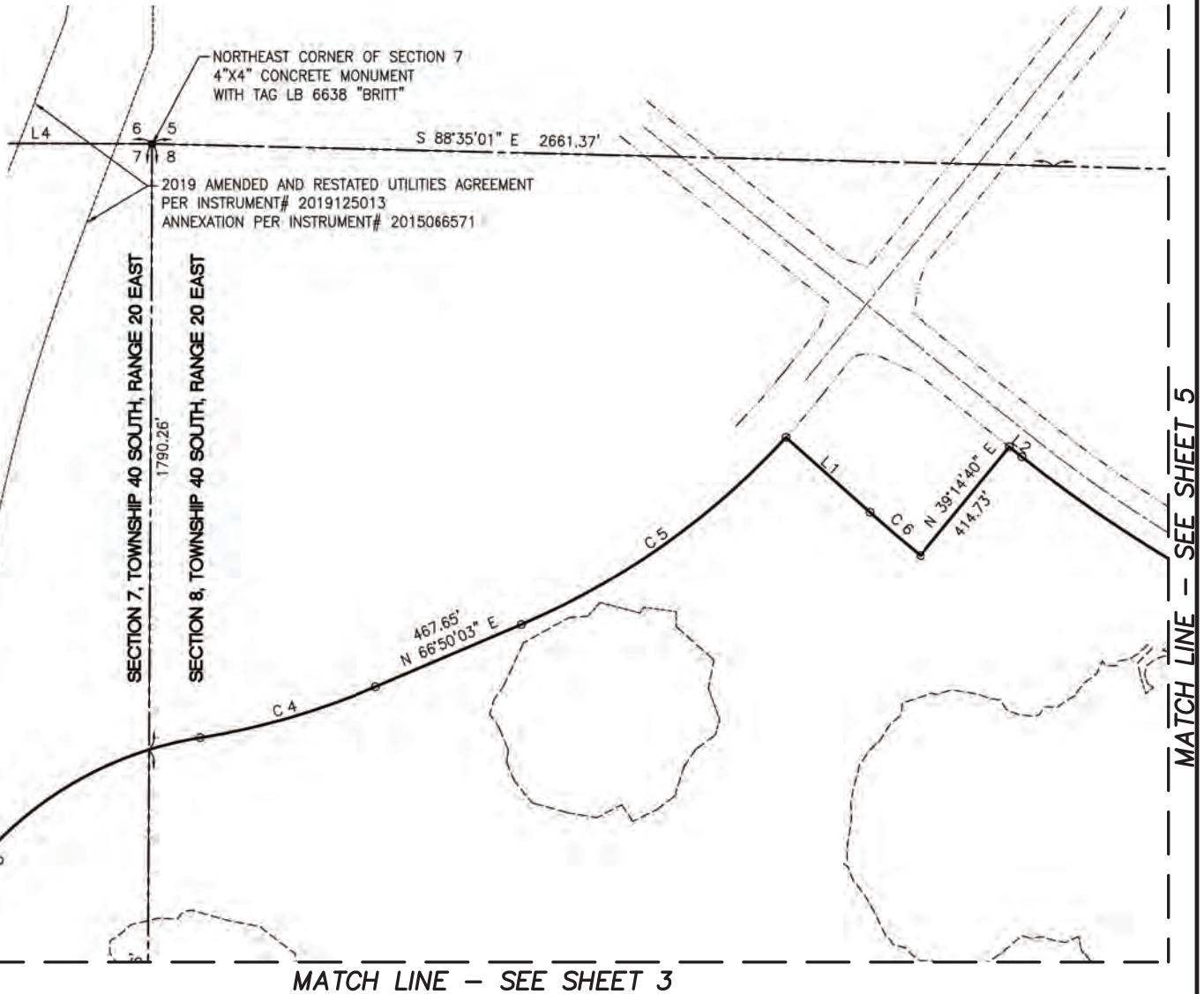
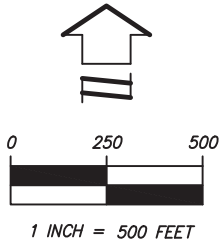
**WEST VILLAGES  
IMPROVEMENT DISTRICT**

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Page 54





SHEET 4 OF 7

(SEE SHEET 1 FOR NOTES)  
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FLORIDA

**Dewberry**

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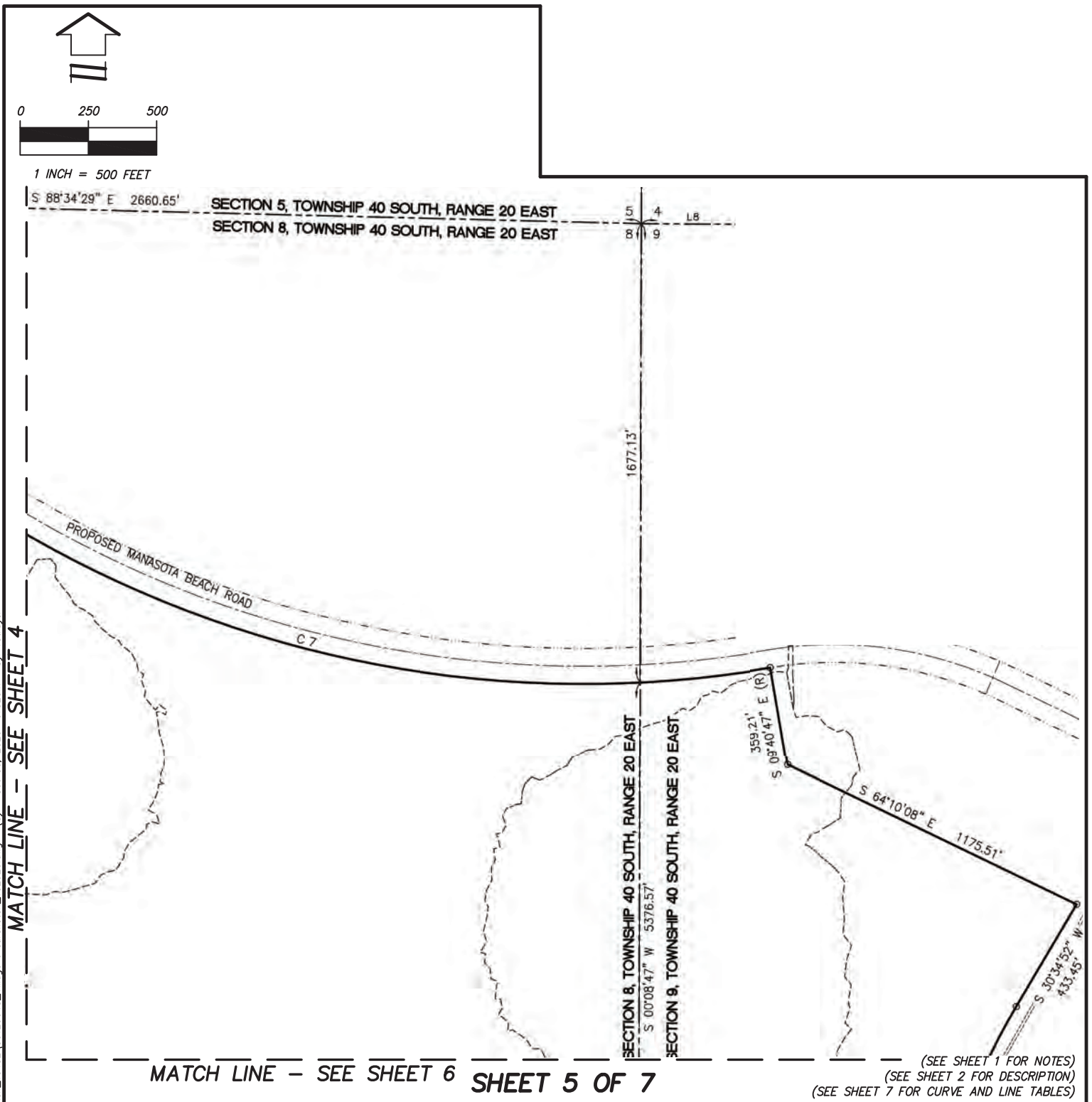
**WEST VILLAGES  
IMPROVEMENT DISTRICT**

DATE: 10/30/2020  
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CHECKED BY: RSS

Page 55

Drawing name: C:\Users\rstroyer\appdata\local\temp\AcPlot\ish\_13432\50129048\_Village J sursketch\_102920.dwg (5) Oct 30, 2020 9:52am by: rstroyer



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

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SARASOTA COUNTY

FLORIDA



# Dewberry

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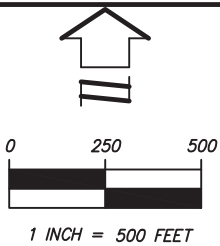
PREPARED FOR:

**WEST VILLAGES  
IMPROVEMENT DISTRICT**

DATE: 10/30/2020  
REV DATE:  
SCALE 1" = N/A

PROJ: 50129048  
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CHECKED BY: RSS





MATCH LINE - SEE SHEET 5

ACANT  
706 AC.

MATCH LINE - SEE SHEET 3

40 SOUTH, RANGE 20 EAST

5336.25'

SECTION 17, TOWNSHIP 40 SOUTH, RANGE 20 EAST

SECTION 8, TOWNSHIP

SECTION 9, TOWNSHIP

S 00°08'47" W

3497.82'

FPL EASEMENT  
PER INSTRUMENT# 2007024930C 8  
C 9  
C 10  
PROPOSED WEST VILLAGE PARKWAY201.62'  
158.99'

8 9

16

L12

SOUTHEAST CORNER OF SECTION 8  
FOUND 4"x4" CONCRETE MONUMENT

SHEET 6 OF 7

(SEE SHEET 1 FOR NOTES)  
(SEE SHEET 2 FOR DESCRIPTION)  
(SEE SHEET 7 FOR CURVE AND LINE TABLES)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

## SKETCH OF DESCRIPTION

-OF-

A PARCEL OF LAND BEING A PORTION OF  
THAT LAND DESCRIBED IN OFFICIAL  
RECORDS INSTRUMENT NUMBER  
2014062917, PUBLIC RECORDS OF  
SARASOTA COUNTY, FLORIDA, LYING IN  
SECTIONS 7, 8, AND 9, TOWNSHIP 40  
SOUTH, RANGE 20 EAST

SARASOTA COUNTY

FLORIDA



2201 CANTU COURT SUITE 107  
SARASOTA, FLORIDA 34232  
PHONE: 941.702.9670  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**WEST VILLAGES  
IMPROVEMENT DISTRICT**

DATE: 10/30/2020  
REV DATE:  
SCALE 1" = N/A

PROJ: 50129048  
DRAWN BY: RSS  
CHECKED BY: RSS

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LINE TABLE

NO	BEARING	DISTANCE
L1	S 48°14'21" E	331.70'
L2	S 51°25'13" E	47.29'
L3	S 89°51'23" E	2665.47'
L4	S 89°50'54" E	2664.91'
L5	N 89°38'43" W	5348.55'
L6	N 00°53'47" E	2623.00'
L7	N 00°05'36" E	2689.29'
L8	S 89°36'58" E	2658.56'
L9	S 89°37'08" E	2658.80'
L10	S 00°29'39" W	5401.09'
L11	N 89°21'03" W	2642.80'
L12	N 89°20'16" W	2642.30'
L13	N 89°38'43" W	4872.73'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	1090.00'	25°38'03"	487.67'	483.61'	N 12°09'59" W
C2	2185.00'	28°06'04"	1071.65'	1060.94'	N 10°55'59" W
C3	1085.00'	77°43'55"	1472.00'	1361.68'	N 41°59'01" E
C4	2215.00'	14°00'55"	541.82'	540.47'	N 73°50'31" E
C5	2265.00'	24°21'55"	963.21'	955.96'	N 54°39'06" E
C6	4491.41'	02°30'58"	197.25'	197.23'	S 49°29'51" E
C7	4076.41'	48°15'34"	3433.51'	3332.91'	S 75°33'00" E
C8	2265.00'	19°50'26"	784.33'	780.42'	S 20°39'39" W
C9	2135.00'	42°00'39"	1565.44'	1530.61'	S 31°44'45" W
C10	2265.00'	16°52'35"	667.15'	664.74'	S 44°18'47" W

SHEET 7 OF 7

(SEE SHEET 1 FOR NOTES)  
 (SEE SHEET 2 FOR DESCRIPTION)  
 (SEE SHEETS 3 THRU 6 FOR SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

## SKETCH OF DESCRIPTION

—OF—

A PARCEL OF LAND BEING A PORTION OF  
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FLORIDA



# Dewberry

2201 CANTU COURT SUITE 107  
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DATE: 10/30/2020  
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 DRAWN BY: RSS  
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**TABLE A**

**PROJECT COST ESTIMATES**

**WEST VILLAGES IMPROVEMENT DISTRICT  
UNIT 8**

	<b>Total</b>
<u>EARTHWORK</u>	<u>\$ 2,500,000</u>
<u>DRAINAGE</u>	<u>\$ 3,300,000</u>
<u>WATER DISTRIBUTION</u>	<u>\$ 3,000,000</u>
<u>SANITARY SEWER</u>	<u>\$ 5,400,000</u>
<u>CONSULTANTS &amp; ADMINISTRATION</u>	<u>\$ 1,300,000</u>
<b>Total</b>	<b>\$ 15,500,000</b>

**TABLE B**

**BOND SIZING**

**WEST VILLAGES IMPROVEMENT DISTRICT  
UNIT 8**

	<b>BOND SIZING</b>
<b>Par Amount*</b>	<b>\$ 17,000,000</b>
Debt Service Reserve Fund (DSRF)	\$ (617,516)
Capitalized Interest	\$ (850,000)
Issuance Costs	\$ (540,000)
<b>Construction Funds</b>	<b>\$ 14,992,484</b>
Bond Interest Rate (Arbitrage Yield)	6.00%
Principal Amortization Period (Years)	30

\*Rounded



TABLE C

**ALLOCATION OF PROJECT COSTS****WEST VILLAGES IMPROVEMENT DISTRICT  
UNIT 8**

<b>Product</b>	<b>Number of Units by Type</b>	<b>ERU Factor*</b>	<b>Total ERUs</b>	<b>Project Cost Allocation Per Type</b>	<b>Project Cost Allocation Per Unit*</b>
4 Story	420	0.624	262.105	\$ 3,431,046	\$ 8,169
2 Story	228	0.752	171.429	\$ 2,244,057	\$ 9,842
Coach	300	0.880	263.910	\$ 3,454,667	\$ 11,516
52'	259	1.000	259.000	\$ 3,390,397	\$ 13,090
75'	166	1.256	208.436	\$ 2,728,498	\$ 16,437
<b>Sub Total Residential Units</b>	<b>1,373</b>	<b>N/A</b>	<b>1,164.88</b>	<b>\$ 15,248,666</b>	<b>N/A</b>
Golf Course	128	0.15	19.20	\$251,334**	\$ 6,663
<b>Sub Total</b>	<b>128</b>	<b>N/A</b>	<b>19.20</b>	<b>\$251,334**</b>	<b>N/A</b>
<b>TOTAL</b>	<b>1,501</b>	<b>N/A</b>	<b>1,184.08</b>	<b>\$ 15,500,000</b>	

\*Rounded

\*\*Developer Contribution in Lieu of Assessment Credit Amount

TABLE D

**ALLOCATION OF BOND DEBT****WEST VILLAGES IMPROVEMENT DISTRICT  
UNIT 8**

<b>Product</b>	<b>Number of Units by Type</b>	<b>ERU Factor*</b>	<b>Total ERUs*</b>	<b>Bond Debt Allocation Per Unit Type*</b>	<b>Bond Debt Allocation Per Unit*</b>
4 Story	420	0.624	262.105	\$ 3,825,107	\$ 9,107
2 Story	228	0.75	171.429	\$ 2,501,791	\$ 10,973
Coach	300	0.88	263.910	\$ 3,851,442	\$ 12,838
52'	259	1.00	259.000	\$ 3,779,789	\$ 14,594
75'	166	1.26	208.436	\$ 3,041,871	\$ 18,325
<b>Sub Total Residential Units</b>	<b>1,373</b>	<b>N/A</b>	<b>1,164.88</b>	<b>\$ 17,000,000</b>	<b>N/A</b>
Golf Course	128	0.15	19.20	\$0**	\$0**
<b>Sub Total</b>	<b>128</b>	<b>N/A</b>	<b>19.20</b>	<b>\$0**</b>	<b>N/A</b>
<b>TOTAL</b>	<b>1,501</b>	<b>N/A</b>	<b>1,184.08</b>	<b>\$ 17,000,000</b>	

\*Rounded

\*\*Developer Contribution in Lieu of Assessment

**TABLE E**

**CALCULATION OF ANNUAL DEBT SERVICE**

**WEST VILLAGES IMPROVEMENT DISTRICT**

**UNIT 8**

		<b>2022 Series Bond Debt</b>
1	Maximum Annual Debt Service	\$ 1,235,031.50
2	Maximum Annual Debt Service Assessment to be Collected	\$ 1,313,863.29 *
3	Approximate Total Number of Gross Acres	<b>582.52</b> **
4	Maximum Annual Debt Service per Gross Acre	\$ 1,967.84
5	Total Number of Residential Units Planned	<b>1,373</b> ***
6	Maximum Annual Debt Service per Unit Type	<b>See Table F</b>

\*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

\*\*For illustrative purposes only. The gross acreage reflects the 610.7 gross acres in Unit No. 8 less the estimated acreage associated with the 135 platted lots. Certain land included in this gross acreage total has been, and will in the future be, dedicated to the District and/or other local governments, the Wellen Park Golf and Country Club Master Homeowner's Association, Inc., and/or the Wellen Park Golf and Country Club, Inc. The portions of such land that have already been dedicated are not currently subject to the lien of the Series 2022 Assessments.

\*\*\*This does not include the Golf Course Units.

**TABLE F**  
**ALLOCATION OF BOND DEBT**  
**WEST VILLAGES IMPROVEMENT DISTRICT**  
**UNIT 8**

Product	Number of Units by Type	ERU Factor*	Total ERUs*	**Maximum Annual Debt Assessment Per Unit*	**Maximum Annual Debt Assessment Per Unit Type*
4 Story	420	0.624	262.105	\$ 704	\$ 295,628
2 Story	228	0.752	171.429	\$ 848	\$ 193,354
Coach	300	0.880	263.910	\$ 992	\$ 297,663
52'	259	1.000	259.000	\$ 1,128	\$ 292,125
75'	166	1.256	208.436	\$ 1,416	\$ 235,094
<b>Sub Total Residential Units</b>	<b>1,373</b>	<b>N/A</b>	<b>1,164.88</b>	<b>N/A</b>	<b>\$ 1,313,863</b>
Golf Course (Acres)	128	0.15	19.20	\$0***	\$0***
<b>Sub Total</b>	<b>128</b>	<b>N/A</b>	<b>19.20</b>	<b>\$0***</b>	<b>N/A</b>
<b>TOTAL</b>	<b>1,501</b>	<b>N/A</b>	<b>1,184.08</b>	<b>N/A</b>	<b>\$ 1,313,863</b>

\*Rounded

\*\*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

\*\*\* Developer Contribution in Lieu of Assessment

Folio ID#'s and/or Parcel Plat Description	Number of Units	**Maximum Annual Debt Assessment Per Unit*	Par Debt Per Acre/Unit	Total Par Debt
52'	82	\$ 1,127.90	\$ 14,593.78	<b>\$ 1,196,690.10</b>
75'	53	\$ 1,416.23	\$ 18,324.52	<b>\$ 971,199.71</b>
Approximate Gross Acreage***	582.52	\$ 1,967.84	\$ 25,461.82	<b>\$ 14,832,110.19</b>
<b>TOTALS</b>				<b>\$ 17,000,000.00</b>

\*Rounded

\*\*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of

\*\*\*For illustrative purposes only. The gross acreage reflects the 610.7 gross acres in Unit No. 8 less the estimated acreage associated with the 135 platted lots. Certain land included in this gross acreage total has been, and will in the future be, dedicated to the District and/or other local governments, the Wellen Park Golf and Country Club Master Homeowner's Association, Inc., and/or the Wellen Park Golf and Country Club, Inc. The portions of such land that have already been dedicated are not currently subject to the lien of the Series 2022 Assessments.



## Supplemental Engineer's Report

# West Villages Improvement District Unit of Development No. 8

Series 2022 Bonds – Neighborhood  
Infrastructure



# Supplemental Engineer's Report

**FOR**

## Unit of Development No. 8

**Prepared for:**

Lennar Homes, LLC

**Prepared by:**

Kimley-Horn and Associates, Inc.  
1777 Main Street, Suite 200  
Sarasota, Florida 34236

November 2022

Project No.: 048032179

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF ANY IMPROPER RELIANCE ON THE DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC., SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

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## **Unit of Development No. 8**

### **GENERAL**

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Soil and Vegetation

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#### **INFRASTRUCTURE PLANS**

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## **GENERAL**

The West Villages Improvement District (“WVID”) was created by and operates under Chapter 2004-458, Laws of Florida as amended (the “Act”) and operates pursuant to the Act and applicable provisions of Chapter 298, Florida Statutes and other Florida law. WVID was created to construct, operate, and maintain public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreational facilities, roadway, or related activities, as more particularly described in Chapter 2004-456, Laws of Florida.

## **PURPOSE AND SCOPE**

The purpose of this Supplement Plan of Improvements is to present the nature and extent of the neighborhood improvements which may be implemented by WVID for and on behalf of the Unit of Development No. 8 (“Unit No. 8”), which improvements will thereafter be owned, operated and/or maintained by either WVID or another legally empowered governmental entity. This report supplements the Unit of Development No. 8 Master Plan of Improvements dated November 12, 2020.

The text of this report generally describes the existing land within Unit No. 8 and the proposed improvements and recommendations. The report is not intended to be used for exact representation or for construction purposes since detailed construction documents for all of the proposed improvements have not yet been finalized.

## **LANDS IN UNIT OF DEVELOPMENT NO. 8**

An Aerial Location Map showing the location of Unit No. 8 is included as Exhibit A. The legal description(s) and sketch(es) are included as Exhibit B and reflect the lands included in Unit No. 8. These lands total approximately 610.7 acres.

## **EXISTING CONDITIONS**

### **Topography**

The area within Unit No. 8 is relatively flat with site elevations ranging from approximately 9 feet to 13 feet. The land within the unit is primarily undeveloped pasture and rangelands, upland pine flatwood, and wetlands.

### **Soil and Vegetation**

Based on the 1991 Soil Survey of Sarasota County, Florida, prepared by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS), the predominant surficial soil types within the Unit No. 8 are identified as SCS Soil No. 10, EauGallie and Myakka Fine Sands, SCS Soils No. 31, Pineda Fine Sand, SCD Soils No. 36, and Pople Fine Sands. SCS Soil No. 10 is a nearly level, poorly drained soil that can be made up entirely of EauGallie and similar soils, entirely Myakka and similar soils, or a combination of EauGallie, Myakka and other soils. Typically, the EauGallie soil has a surface layer of black fine sand with a subsurface layer of gray fine sand to a depth of about 22 inches. The surface layer of the Myakka soil is typically dark grayish brown fine sand about 6 inches thick while the subsurface layer is light gray fine sand about 18 inches thick. Pineda Fine Sand is a nearly level, poorly drained soil. Typically, the surface and subsurface layers are grey fine sands totaling approximately 22 inches thick. The

subsoil consists of an upper layer of 14 inches of brown fine sand and a lower layer of 12 inches of mottled, light brownish gray fine sandy loam. Pople Fine Sand is nearly level, poorly drained soil on low hammocks and in poorly defined drainageways and broad sloughs. Typically, the surface layer is very dark grayish brown fine sand approximately four (4) inches thick. The subsurface layer is light brownish gray fine sand approximately three (3) inches thick. The subsoil is brown and brownish yellow fine sand in the upper 21-inches and gray fine sandy loam in the lower 28-inches.

The property within Unit No. 8 currently consists of various vegetative communities comprised of both upland and wetland habitats. Several of the vegetation communities have been modified as a result of onsite agricultural activities including ditching and fire suppression. Areas that were historically extensive open forests or wiregrass prairies have since become heavily forested or have been cleared for cattle grazing and commercial nursery. Extensive ditching has also altered the hydrology of several of the wetland systems onsite, particularly where the ditches bisect wetlands or are adjacent to wetlands.

### **Land Use and Zoning**

Unit No. 8 is located within the City of North Port, Florida ("City") and is within Village J of Wellen Park. The land within the boundary of Unit No. 8 is currently being designed and prepared for development review and approval with the City, consistent with the Village J Village District Pattern Plan (VDPP). The City has already approved portions of the Unit No. 8 lands and it is expected they will approve the remaining portions uses, which are consistent with the adopted Village J VDPP and Comprehensive Land Use Plan.

## **INFRASTRUCTURE PLANS**

### **Public Infrastructure Improvements**

WVID has formed Unit No. 8 in order to finance infrastructure design and construction and/or acquisition required to provide public infrastructure for the Unit (the "Project") and its ultimate property owners.

The neighborhood improvements for the unit will be consistent with the City of North Port Comprehensive Plan and Implementing Ordinances, studies, plans, and may include:

- Earthwork;
- Stormwater Improvements;
- Water and sewer facilities; and
- Consulting and contingencies.

## Permitting

Required permits already received or ones that will be applied for are summarized in Table 1. It is our opinion that there are no technical reasons existing at this time which would prohibit the permitting and construction of the planned infrastructure, subject to continued compliance with agency criteria and conditions of the already approved plans and permits.

Permits necessary to complete the Project have either been obtained as described below, or, in our opinion, are obtainable from the permitting agencies, subject to reasonable, normal and customary permit conditions.

TABLE 1 PERMITTING STATUS		
Permit	Permit Number	Date Approved
Village J - Mass Grading INF	21-05	4/14/2021
Village J - Mass Grading ERP	32522.062	4/20/2021
Village J – Phase 1A INF	21-124	9/23/2021
Village J – Phase 1A SCP	21-125	9/23/2021
Village J – Phase 1A ERP	32522.067	7/21/2021
Village J – Phase 1A FDEP Water	0208589-225-DSGP	11/1/2021
Village J – Phase 1A FDEP WW	CS58-411449	12/8/2022
Village J – Phase 1B MAS	21-228	1/19/2022
Village J – Phase 1B ERP	32522.072	8/9/2021
Village J – Phase 1B FDEP Water	020859-228-DSGP	2/14/2022
Village J – Phase 1C INF	21-261	3/16/2022
Village J – Phase 1C SCP	21-262	3/31/2021
Village J – Phase 1C ERP	32522.074	11/3/2021
Village J – Phase 1C FDEP Water	020859-232-DSGP	3/18/2022
Village J – Phase 1C FDEP WW	CS58-418053	3/28/2022
Village J – Phase 1D MAS	21-352	4/26/2022
Village J – Phase 1D ERP	32522.086	12/27/2021
Village J – Phase 1D FDEP Water	020859-234-DSGP	4/11/2022
Village J – Phase 1D FDEP WW	CS58-419338	4/27/2022
Village J – Maintenance Facility MAS	21-373	5/11/2022
Village J – Maintenance Facility ERP	32522.084	7/08/2022
Village J – Maintenance Facility FDEP Water	0208589-236-DSGP	8/15/2022
Village J – Maintenance Facility FDEP WW	CS58-425547	9/07/2022
Village J – Amenity Center MAS	22-071	8/29/2022
Village J – Amenity Center ERP	32522.090	6/03/2022
Village J – Amenity Center FDEP Water	0208589-237-DSGP	9/02/2022
Village J – Amenity Center FDEP WW	TBD	10/31/22 (Expected)
Village J – Phase 1E ERP	32522.100	9/19/2022
Village J – Phase 1E – All Permits	TBD	TBD
Village J – Phase 2 – All Permits	TBD	TBD



## ESTIMATED COSTS OF IMPROVEMENTS

Table 2 lists the components of the planned improvements for Unit No. 8 (“the Project”) to be funded with the proceeds of the series 2022 Bond planned to be issued to fund the cost of the construction or acquisition of such infrastructure, together with their estimated costs of design and construction. The Table also includes an estimate of administrative, consulting, engineering, legal, and other fees, and contingencies associated with the improvements.

TABLE 2 Estimated Costs of Improvements (2022 Dollars)	
Improvements	Estimated Cost
Earthwork	\$ 2,500,000
Drainage	\$ 3,300,000
Water Distribution	\$ 3,000,000
Sanitary Sewer	\$ 5,400,000
<b>Subtotal</b>	<b>\$ 14,200,000</b>
Consultants and Administration	\$ 1,300,000
<b>Total</b>	<b>\$ 15,500,000</b>

## MAINTENANCE RESPONSIBILITIES

Maintenance and operational responsibilities of the Project will include the following:

1. Maintenance and operation of the potable water and sanitary sewer systems will be the responsibility of the City;
2. Maintenance and operation of the stormwater management system will be the responsibility of the WVID;

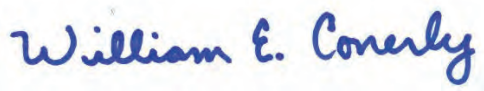
## SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current governmental regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.

## ENGINEER'S CERTIFICATION

It is our professional opinion that the infrastructure costs provided herein for the WVID improvements for the Project are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the WVID. These estimated costs are based upon prices currently being experienced for similar items of work in southwest Florida and expected in the future. Actual costs may vary based on final engineering, planning, and approvals from regulatory agencies.

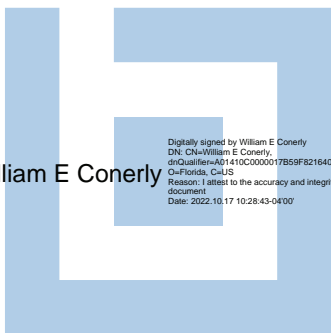
I hereby certify that the foregoing is a true and correct copy of the engineer's report for the WVID.



Signed: October 17, 2022

WILLIAM E. CONERLY, P.E. #57414  
Kimley-Horn and Associates, Inc.  
1777 Main Street, Suite 200  
Sarasota, Florida 34236  
REGISTRY NO. 35106

William E Conerly



Digitally signed by William E Conerly  
DN: cn=William E Conerly,  
o=Qualifier=AD1410C0000017B59F821640001D46A,  
ou=Florida, C=US  
Reason: I attest to the accuracy and integrity of this  
document.  
Date: 2022.10.17 10:28:43-0400

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**RESOLUTION 2022-31**

**[UNIT OF DEVELOPMENT NO. 8, SERIES 2022 – NEIGHBORHOOD  
INFRASTRUCTURE]**

**A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT’S SPECIAL ASSESSMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 8), SERIES 2022 (NEIGHBORHOOD INFRASTRUCTURE); CONFIRMING DISTRICT’S PROVISION OF INFRASTRUCTURE IMPROVEMENTS AND CONFIRMING AND ADOPTING A SUPPLEMENTAL ENGINEER’S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2022 BONDS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the West Villages Improvement District (“District”) has previously indicated its intention to undertake, install, establish, construct or acquire certain public infrastructure improvements within Unit of Development No. 8 within the District (“Unit No. 8”) and to finance such improvements through the imposition of special assessments on benefitted property within Unit No. 8 and the issuance of bonds; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) has previously adopted, after notice and public hearing, Resolution 2020-15, relating to the imposition, levy, collection and enforcement of such special assessments; and

**WHEREAS**, pursuant to and consistent with the terms of Resolution 2020-15, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue; and

**WHEREAS**, on \_\_\_\_\_, 2022, the District entered into a Bond Purchase Contract whereby it agreed to sell its \$\_\_\_\_\_ Special Assessment Revenue Bonds (Unit of Development No. 8), Series 2022 (Neighborhood Infrastructure) (the “Series 2022 Bonds”); and

**WHEREAS**, pursuant to and consistent with Resolution 2020-15, the District desires to set forth the particular terms of the sale of the Series 2022 Bonds and confirm the lien of the special assessments securing the Series 2022 Bonds (the “Series 2022 Assessments”).

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170 and 197, Florida Statutes, Chapter 2004-456, Laws of Florida, as amended, and Resolution 2020-15.

**SECTION 2. FINDINGS.** The Board of Supervisors of the West Villages Improvement District hereby finds and determines as follows:

(a) On December 17, 2020, the District, after due notice and public hearing, adopted Resolution 2020-15, which, among other things, equalized, approved, confirmed and levied special assessments on property within Unit No. 8 benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds was issued to fund all or any portion of the District's infrastructure improvements within Unit No. 8, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certifying the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, and the number of payments due, the True-Up amounts and the application of receipt of True-Up proceeds.

(b) The final *Unit of Development No. 8 Supplemental Engineer's Report (Series 2022 Bonds – Neighborhood Infrastructure)*, dated November 2022, attached to this Resolution as **Exhibit A** (the "Engineer's Report"), identifies and describes the presently expected components of the improvements to be financed with the Series 2022 Bonds (the "Series 2022 Improvements"). The District hereby confirms that the Series 2022 Improvements serve a proper, essential and valid public purpose. The Engineer's Report is hereby confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(c) The final *Second Supplemental Special Assessment Methodology Report (Series 2022 Bonds)*, dated December \_\_, 2022, attached to this Resolution as **Exhibit B** (the "Supplemental Assessment Report"), applies the adopted *Master Special Assessment Methodology Report, Unit of Development No. 8*, dated November 12, 2020, (the "Master Assessment Report") to the Series 2022 Improvements and the actual terms of the Series 2022 Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(d) The Series 2022 Improvements will specially benefit all of the developable acreage within Unit No. 8, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just and right to assess the portion of the costs of the Series 2022 Improvements financed with the Series 2022 Bonds to such specially benefited properties within the District as set forth in Resolution 2020-15 and this Resolution.

**SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2022 BONDS.** As provided in Resolution 2020-15, this Resolution is intended to set

forth the terms of the Series 2022 Bonds and the final amount of the lien of the special assessments securing those bonds.

The Series 2022 Bonds, in a par amount of \$\_\_\_\_\_ shall bear such rates of interest and maturity as shown on **Exhibit C** attached hereto. The final payment on the Series 2022 Bonds shall be due on \_\_\_\_\_, \_\_\_\_\_. The sources and uses of funds of the Series 2022 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2022 Bonds is set forth on **Exhibit E** attached hereto. The lien of the special assessments securing the Series 2022 Bonds on all developable land within Unit No. 8 shall be the principal amount due on the Series 2022 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection.

#### **SECTION 4. ALLOCATION OF ASSESSMENTS SECURING SERIES 2022 BONDS.**

(a) The special assessments for the Series 2022 Bonds shall be allocated in accordance with **Exhibit B** which allocation shall initially be distributed on 135 platted single family lots consisting of eighty-two (82) 55' lots and fifty-three (53) 75' lots. The remaining debt will be allocated on an equal acreage basis on all of the remaining benefited acreage, approximately 582.52+/- acres, and will be further allocated as lands are platted. The Supplemental Assessment Report is consistent with the District's Master Assessment Methodology. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the District's Series 2022 Bonds. The estimated costs of collection of the special assessments for the Series 2022 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the special assessments securing the Series 2022 Bonds includes all developable land within Unit No. 8 with the exception of the golf course property, and as such land is ultimately defined and set forth in plats or other designations of developable acreage. To the extent land is added to Unit No. 8, the District may, by supplemental resolution, determine such land to be benefited by the Series 2022 Improvements and reallocate the special assessments securing the Series 2022 Bonds and impose special assessments on the newly added and benefited property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture* and *Second Supplemental Trust Indenture*, the District shall begin annual collection of special assessments for the Series 2022 Bonds debt service payments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit E**.

(d) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Sarasota County for collection and other Florida law. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Sarasota County Tax Collector and Sarasota County Property Appraiser, to collect the Series 2022 Assessments on platted lands using the



Uniform Method in Chapter 197, Florida Statutes. The District intends, to the extent possible, to directly bill, collect and enforce the Series 2022 Assessments on unplatted lands. The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect any prepayments of debt as and when due and to collect special assessments on unplatted property using methods available to the District authorized by Florida law.

**SECTION 5. APPLICATION OF TRUE-UP PAYMENTS.** Pursuant to Resolution 2020-15, there may be required from time to time certain True-Up payments. As lands are platted or approved within Unit No. 8, the special assessments securing the Series 2022 Bonds shall be allocated to the platted lands and the unplatted lands as set forth in Resolution 2020-15, this Resolution, and the Supplemental Assessment Report, including, without limitation, the application of the True-Up process set forth in Section 8 of Resolution 2020-15. Based on the final par amount of \$\_\_\_\_\_ in Series 2022 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Supplemental Assessment Report. The District shall apply all True-Up payments related to the Series 2022 Bonds only to the credit of the Series 2022 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the *Second Supplemental Indenture*, dated as of December 1, 2022, governing the Series 2022 Bonds.

**SECTION 6. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT.** This Resolution is intended to supplement Resolution 2020-15, which remains in full force and effect. This Resolution and Resolution 2020-15 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 8. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a Notice of Unit of Development No. 8 Series 2022 Special Assessments (Neighborhood Infrastructure) securing the Series Bonds in the Official Records of Sarasota County, Florida, or such other instrument evidencing the actions taken by the District.

**SECTION 9. SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 10. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**APPROVED** and **ADOPTED** this 15<sup>th</sup> day of December 2022.

**ATTEST:**

**WEST VILLAGES  
IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

- Exhibit A:** Final *Unit of Development No. 8 Supplemental Engineer's Report (Series 2022 Bonds – Neighborhood Infrastructure)*, dated November 2022
- Exhibit B:** Final *Second Supplemental Special Assessment Methodology Report (Series 2022 Bonds)*, dated December \_\_\_, 2022
- Exhibit C:** Maturities and Coupon of Series 2022 Bonds
- Exhibit D:** Sources and Uses of Funds for Series 2022 Bonds
- Exhibit E:** Annual Debt Service Payment Due on Series 2022 Bonds

**Exhibit A**  
**Engineers Report**

**Exhibit B**  
**Supplemental Assessment Methodology Report**

**Exhibit C**  
**Maturities and Coupon of Series 2022 Bonds**



**Exhibit D**  
**Sources and Uses of Funds for Series 2022 Bonds**

**Exhibit E**  
**Annual Debt Service Payment Due on Series 2022 Bonds**