



**WEST VILLAGES  
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT  
SARASOTA COUNTY  
SPECIAL BOARD MEETING  
& ATTORNEY-CLIENT SESSION  
FEBRUARY 10, 2023  
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)

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**AGENDA**  
**WEST VILLAGES IMPROVEMENT DISTRICT**  
Public Safety Building Training Room  
19955 Preto Blvd., Venice, Florida 34293  
**SPECIAL BOARD MEETING & ATTORNEY-CLIENT SESSION**  
February 10, 2023  
11:00 a.m.

<b>A.</b>	Call to Order	
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<b>C.</b>	Establish Quorum	
<b>D.</b>	Additions or Deletions	
<b>E.</b>	Comments from the Public on All Agenda Items	
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	4. District Manager	
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<b>N.</b>	Adjourn	
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## Miscellaneous Notices

Published in Sarasota Herald-Tribune on February 1, 2023

### Location

Sarasota County,

### Notice Text

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 February 10, 2023, 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 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  
WEST VILLAGES IMPROVEMENT DISTRICT  
[www.westvillagesid.org](http://www.westvillagesid.org)  
PUBLISH: SARASOTA HERALD TRIBUNE 02/01/23

**WEST VILLAGES IMPROVEMENT DISTRICT  
REGULAR BOARD MEETING  
DECEMBER 15, 2022**

**A. CALL TO ORDER**

The December 15, 2022, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 11:02 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 December 6, 2022, as legally required.

**C. SEAT NEW BOARD MEMBER**

John Meisel was seated as a new Board Member in Seat 5. Ms. Whelan provided a brief summary of Supervisor responsibilities.

**D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES**

Mr. Meisel took his Oath of Office.

**E. ESTABLISH A QUORUM**

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

Chairman	John Luczynski	Present in person
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Present in person
Supervisor	Christine Masney	Absent
Supervisor	John Meisel	Present in person

Staff members in attendance were:

District Manager	William Crosley	Special District Services, Inc.
District Operations Manager	Mike Smith	Special District Services, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
District Engineer	Richard Ellis	Dewberry
District Engineer	Giacomo Licari	Dewberry

Also present was Cheryl Cook, the previous City Commissioner, along with those listed on the attached sign-in sheet.

**F. ELECTION OF OFFICERS**

- **Chairman**

- **Vice Chairman**
- **Treasurer/Secretary**
- **Assistant Secretaries**

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously electing John Luczynski as Chairman; Steve Lewis as Vice Chairman; Todd Wodraska as Secretary/Treasurer; and William Crosley, Tom Buckley, Christine Masney and John Meisel as Assistant Secretaries.

**G. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**H. COMMENTS FROM THE PUBLIC**

Dave Abbott from the Renaissance community asked if the water treatment plant was up and running, and who was responsible for the maintenance of the land where the new River Road expansion project and the Renaissance community wall exists. The water treatment plant is in final testing and should be turned over to the City in the next 30-45 days. The area between the sidewalk and the community wall is operated and maintained by the Renaissance HOA. The area between the sidewalk and River Road is the responsibility of FDOT to maintain.

Paul Maloney from the Islandwalk community expressed his concerns over duality of interest and conflict of interest of newly seated Supervisor John Meisel, and his ability to serve on the WVID Board. This concern was raised because of Mr. Meisel’s current involvement in legal action against the District regarding irrigation rates, and the ongoing lawsuit against the City of North Port to de-annex the property in the WVID from the City boundary. Mr. Maloney provided his comments for the official record. Mr. Maloney was advised that his comments would be addressed during the Legal Report. Chairman Luczynski commented that if the de-annexation effort is successful, the District will lose approximately \$38 million just for road impact fees alone.

Steve Heping stated that he also supported the concerns regarding conflict/duality of interest regarding Mr. Meisel serving on the WVID Board and he also wished to comment about de-annexation and all of the publicity that appears to be pointing towards everyone in the WVID was in favor of de-annexation, but he wanted to make the Board aware that there are many people who are opposed to deannexation.

Dr. Noreen Heping also stated that she opposed de-annexation and wanted to see the divisiveness to end locally, statewide, and nationally. Dr. Heping also stated that she expected strict adherence to the Florida Sunshine Law with no “squirring around them” and that she supported all of the statements made by Mr. Maloney.

Bruce Theurer asked about status of the planned overflow system that will direct stormwater that is above control level inside the Islandwalk community ponds and direct the water into the District irrigation lake. The permit for the process to direct stormwater into the District irrigation lake is currently underway and should be in hand within 60 days, with construction beginning soon thereafter that and hopefully, will be completed within 30 days after that, weather permitting. The District Engineer is also promoting discussions related to controlling future stormwater flooding that may benefit Islandwalk, the Preserve and Gran Paradiso. This was prompted by the excessive amount of rainfall experienced by Hurricane Ian and challenges that resulted from the rising waters.

Arthur Adams asked if FEMA had zero or low interest loans. Homeowners Associations should communicate with FEMA directly for questions. There was no knowledge from District staff on this question.

Kevin Shaughnessy supported Mr. Maloney's comments regarding Supervisor Meisel serving on the WVID Board of Supervisors and stated that he expected Mr. Meisel to recuse himself from any discussions regarding Gran Paradiso Property Owners Association (GP POA) matters and he does not expect the WVID Board to take appropriate actions. Mr. Shaughnessy also thanked the Board and District staff for a great job the past year and wished everyone Happy Holidays.

Victor Dobrin congratulated Mr. Meisel on his election to the WVID Board seat and stated that financial benefit was where someone should recuse himself from voting. Mr. Dobrin also asked if the hurricane damage was being observed comprehensively as a whole throughout the District. The District is working on a FEMA claim for damages from Hurricane Ian. This process takes considerable time. FEMA does not include reimbursement for any items that are insured or landscape material that was lost. A comprehensive inspection has been conducted on all District property, including inside Gran Paradiso. Universal Engineering is also performing tests on the Renaissance, Prestigio and Galleria roadways. These are District-owned roads inside Gran Paradiso and the testing will provide information on if the high water levels may have compromised the road construction. A report from Universal will be provided once it has been completed.

The District insurance carrier is working on a claim for District owned assets. FEMA does cover the removal of storm debris however, there needs to be documented procurement procedures in place such as contractor license, insurance, indemnification, etc. Documented procurement does not mean a formal request for proposals, but claimants need to provide evidence that multiple contractor resources were considered and prices for services were compared to be reasonable and competitive. The District will need to receive from the GP POA their files of procurement procedure actions for debris removal and storm-related action expenses. One concern from District staff is that without consent or knowledge by the District, the Gran Paradiso POA retained their own contractors for storm-related issues, which could greatly affect a FEMA claim by the District for reimbursement if proper procurement procedures were not followed. The maintenance agreement between the WVID and the GP POA contemplates that the District will perform storm-related clean up however, that is not how it occurred. The GP POA already had a significant amount of work completed days after the storm, before the District was contacted or could take action. The District requires that Gran Paradiso pay the storm-related expenses directly to their contractors and submit a reimbursement with verification of payment to the District.

Mr. Maloney followed up to his comment to state that conflict of interest refers to a financial conflict, but a conflict of duality is a conflict of competing interests, when a person sits on two separate boards.

Ms. Kantola stated that she felt there was a conflict of interest regarding the current Board that consisted of four Mattamy employees. Ms. Kantola also expressed favorable comments about newly elected Supervisor Meisel and stated that she wanted to make sure Gran Paradiso was able to recover everything that is available to recover.

## **I. APPROVAL OF MINUTES**

### **1. November 10, 2022, Public Hearing & Regular Board Meeting**

The minutes of the November 10, 2022, Public Hearing & Regular Board Meeting were presented for consideration.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley approving the minutes of the November 10, 2022, Public Hearing & Regular Board Meeting, as presented.

**J. GENERAL DISTRICT MATTERS**

There were no General District Matters to come before the Board.

**K. UNIT OF DEVELOPMENT NO. 1**

**1. Consider Ratification of GMC FEMA Consulting Services Agreement**

This agreement was previously approved, in substantial form, at the November meeting. This revised agreement now includes a not to exceed amount of \$150,000, which is a FEMA requirement.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously ratifying the GMC FEMA Consulting Services Agreement for the not to exceed amount of \$150,000.

**2. Consider Agreement between the District and Wellen Park, LLLP for Infrastructure Management, Operation and Maintenance**

This agreement is very similar to the structure that the District currently has in Gran Paradiso where due to economies of scale in that the developer is already going to be managing and maintaining a significant amount infrastructure in the downtown project, it also makes sense for them and is cost efficient for the District that they will manage and maintain the District's improvements also. A map exhibit will be included with the agreement that will highlight the specific areas to be managed, operated and maintained. The developer may desire and has the authority to create a commercial property owners association of commercial tenants in the downtown area to bill out those costs to manage, operate and maintain, but the District would not be involved with that process. The District has no intent to assess for those expenses while this agreement is in place. This agreement also includes the Grand Lake and Walking Trail. The exhibit will be added by District staff in coordination with the Chairman, subject to approval by the Board of this agreement, in substantial form.

A **MOTION** was made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously approving the agreement between the District and Wellen Park, LLLP for Infrastructure Management, Operation and Maintenance, in substantial form.

**L. UNIT OF DEVELOPMENT NO. 8**

**1. Consider Second Supplemental Special Assessment Methodology Report**

The par amount of the bonds was identical to the preliminary amount that was previously approved by the Board at \$17,000,000 for Unit 8 neighborhood bonds. This second supplemental special

assessment methodology report for Unit 8 Wellen Park Golf and Country Club has no changes from the original methodology report.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the Second Supplemental Special Assessment Methodology Report, as presented.

## **2. Consider Supplemental Engineer's Report**

This document was previously reviewed by the Board in November. This final version of the report has no changes from the previous version.

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

## **3. Consider Resolution No. 2022-31 – Adopting a Supplemental Assessment Resolution**

Resolution No. 2022-31 was presented, entitled:

### **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**

The Supplemental Assessment Resolution levies assessments for the lands across Unit of Development No. 8. The amounts indicated in the resolution allocate assessments in Unit 8 in accordance with the supplemental assessment methodology that was just approved to build infrastructure included in the engineer's report that also was just approved. The bonds will be issued at a par amount of \$17,000,000, and an aggregate interest rate of 5.5%. These figures have also been reviewed and approved by the developer of Unit 8 which is Lennar Homes who will sign a declaration of consent for these figures.

A **MOTION** was made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously adopting Resolution No. 2022-31, as presented.



## **M. ADMINISTRATIVE MATTERS**

### **1. District Engineer**

Mr. Ellis advised that he was retiring from Dewberry Engineering, but had agreed to work on a part time schedule to help facilitate Giacomo Licari to transition into the position. Mr. Ellis said he enjoyed working with everyone. The Board and staff wished him well.

Mr. Licari reported that he was working on an inspection/walk through for the US 41 sidewalks on that run along US 41 east of West Villages Parkway towards River Road where the District intends to maintain that portion of the road; similar to the improved areas in front of Islandwalk and Gran Paradiso. Mr. Licari also went over his idea of allowing the pond levels to be reduced and directed to the Myakka River prior to a significant rainfall similar to help minimize roadway flooding that occurred from Hurricane Ian. The intersection where vehicles enter and exit the Publix shopping center will be evaluated to see if any engineering changes can help provide a safer intersection.

### **2. District Attorney**

Ms. Whelan advised that the GPHOA indicated its intent to not remit the entirety of its irrigation fees in November, which were due for the prior quarter and that WVID initiated suspension proceedings in accordance with its rulemaking authority and the terms of the irrigation water supply agreement with the GPHOA. The GPHOA filed a lawsuit and motion for emergency injunction on November 21<sup>st</sup> in part seeking to prevent WVID from suspending Gran Paradiso's irrigation water during the period of the POA's non-payment. WVID has filed a response to the litigation and the parties had an initial hearing on December 9<sup>th</sup> and have additional hearings set for December 20<sup>th</sup> and February 8<sup>th</sup>-9<sup>th</sup>

Ms. Whelan also advised that it was prudent to set a shade session for January so that we are able to get Board guidance and advice concerning the litigation. Only those persons listed in the statutory exemption are authorized to attend a shade session (i.e., WVID, WVID's attorney, the District Manager as chief administrative officer of WVID, and the court reporter).

Additionally, Ms. Whelan went over the extensive situational and voting conflicts of interest that appear to exist due to Mr. Meisel's relationship as both an HOA board member and WVID board member, as well as due to his involvement as a named party in the recently filed de-annexation appeal, which would affect WVID development projects within the City. Ms. Whelan indicated that she does not represent any Supervisor in their individual capacity, only the Board as a whole, but she has concerns on behalf of the District due to these conflicts. In an attempt to help ensure the legality of Mr. Meisel's actions, legal counsel thinks it is prudent to seek an advisory opinion on the Commission on Ethics regarding these matters for guidance.

Mr. Meisel expressed his desire for District Counsel to seek an ethics opinion on his behalf, and the Board indicated their desire and consent for District Counsel to obtain a Commission on Ethics opinion to provide guidance on Mr. Meisel's appearance of conflicts of interest

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

Mr. Smith reported hurricane storm cleanup was ongoing and would take several more months to complete, including tree and plant replacement. Most immediate street lighting repairs were underway and some were complete, but many were affected by heavy wind driven rain and needed to be inspected, one by one, in order to determine the condition from water intrusion. Many were still not working due to supply issues and will take several months before replacements become available. At the previous meeting, Ms. Messina of Renaissance brought her concerns of a tree behind her home and questioned the health of it and felt that it posed a safety concern. The field inspection by a licensed arborist determined that the tree was not healthy, but not a safety concern. A written report and supplemental report from another arborist concluded that the tree was healthy and did not pose a safety issue. Ms. Messina was provided both copies of the arborist reports.

#### **4. District Manager**

Mr. Crosley reported the next Board Meeting was scheduled for January 12, 2023. He also thanked Mr. Ellis for his service to the District and welcomed Mr. Licari to the staff. He went on to stated that he was looking forward to working with him and wished happy holidays to everyone.

#### **N. BOARD MEMBER COMMENTS**

Mr. Meisel asked if he was able to individually discuss bonds with Supervisor Lewis to better educate himself on the specifics of public bonds. Ms. Whelan stated that in order for the Supervisors to have the ability to discuss these types of issues and in order to avoid any Sunshine Law violations, a workshop would need to be noticed and the public be able to attend if they wish.

#### **O. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:48 p.m. on a **MOTION** made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously.

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Secretary/Assistant Secretary

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Chair/Vice Chair

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January 6, 2023

**VIA ELECTRONIC DELIVERY:**

Board of Supervisors  
West Villages Improvement District  
City of North Port, Florida

Board Members:

We appreciate the opportunity to submit this proposal, along with a bond counsel agreement, to provide bond counsel services to West Villages Improvement District (the "District") in connection with the issuance by the District of tax-exempt or taxable municipal bonds (the "Bonds"). Nabors, Giblin & Nickerson, P.A. ("NGN") is a Florida based firm with offices in Tampa, Plantation and Tallahassee. Established in August 1984, NGN was formed so that its principals could focus their practice upon the representation of local government on a statewide basis, specializing in public finance and general governmental and administrative law. NGN still operates on this premise and currently has 24 attorneys with extensive experience and primary dedication to representing governmental clients in the areas of bond finance practice, capital finance practice, public utilities practice, litigation practice, governance structures, financial transactions practice and public/private partnerships. Over the last five years, NGN has served as bond counsel in approximately 606 financings with an approximate aggregate principal amount of \$21.3 billion. During such period of time, NGN has also served as disclosure counsel in approximately 173 transactions with an approximate aggregate principal amount of \$18.8 billion and as underwriters' counsel in approximately 146 transactions with an approximate aggregate principal amount of \$4.7 billion.

Specifically, NGN has been on the forefront of representation of special districts and community development districts since the early 1990s, representing over 200 special districts as bond counsel and/or disclosure counsel. NGN has also been involved in numerous other special district financings as underwriter's counsel, trustee's counsel and bank counsel. NGN currently serves as bond counsel to many of the major national and regional home builders and developers, including D.R. Horton, Forestar, Baron Collier Companies, Metro Development Group, Lennar and KB Homes, among others. Attached hereto as Exhibit A is a list of special district financings within the past five years for which NGN served as bond counsel.

Cynthia E. Wilhelm will be the attorney primarily responsible to the District. Currently a shareholder with NGN, Ms. Wilhelm is located in the Tampa office and has ten years of transactional experience, including over seven years working on numerous special

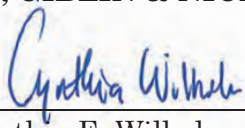
district financings throughout the State of Florida. Ms. Wilhelm will be assisted by L. Thomas Giblin, who has over 42 years of experience in municipal finance law, and Richard B. Harb, who was selected as a Super Lawyers® Rising Star in 2022 for government finance and is NGN's lead attorney for more complex tax-related matters. All of the public finance lawyers at NGN are knowledgeable with respect to the types of tax issues that may arise in a typical bond transaction. For more information on NGN, please visit our website at [www.ngnlaw.com](http://www.ngnlaw.com).

Based upon (a) the duties we propose to undertake with respect to each financing, (b) the time we anticipate devoting to each financing, and (c) the responsibilities we assume, we agree that our fee for each publicly offered financing will not exceed \$40,000 for financings with only one series of Bonds and \$45,000 for financings with multiple series of Bonds, regardless of the total principal amount of the Bonds. Fees for private placement financings will be negotiated at the commencement of such financing, provided such fee will not exceed \$35,000 per financing. The foregoing fees shall include all out-of-pocket expenses incurred by NGN in connection with the services rendered and no other expenses shall be payable by the District in connection with bond counsel services.

We agree that our fee for bond counsel services will be contingent upon the successful closing of the applicable financing. If such financing is abandoned, we will not be entitled to any fee for services rendered. In addition, we understand that questions or issues may arise that are outside the scope of a particular financing. Unless such issues require a substantial engagement on our part, we will not charge additional hourly rates for legal services in connection with such issues. Should an issue arise that requires a substantial engagement, any fees to be charged will be determined upon mutual agreement of the parties at such time.

We appreciate the opportunity to be of service to you and thank you for your consideration.

**NABORS, GIBLIN & NICKERSON, P.A.**

By:   
Cynthia E. Wilhelm, Shareholder

**EXHIBIT A**

**LISTING OF TRANSACTIONS AS BOND COUNSEL FOR  
SPECIAL DISTRICT FINANCINGS  
2018 TO PRESENT**

<b>Issuer</b>	<b>Bond Issue</b>	<b>Par Amount</b>
Village Walk of Bonita Springs Community Development District (City of Bonita Springs, Florida)	Capital Improvement Revenue Refunding Note, Series 2018	\$8,382,000
Arborwood Community Development District (City of Fort Myers, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2018	\$33,205,000
Osceola Chain of Lakes Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2018	\$2,200,000
Capital Region Community Development District (City of Tallahassee, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2018	\$19,610,000
Connerton West Community Development District (Pasco County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2018A	\$8,040,000
Channing Park Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2018	\$1,620,000
Rivers Edge Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2018	\$7,050,000
Mirada Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2018	\$33,670,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2018	\$4,000,000
Silverado Community Development District (Pasco County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2018	\$6,520,000
Villages of Glen Creek Community Development District (City of Bradenton, Florida)	Capital Improvement Revenue Bonds, Series 2018	\$4,025,000
Urban Orlando Community Development District (City of Orlando, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2018	\$20,610,000
Trout Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2018	\$12,100,000
Lakeside Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2018	\$5,275,000
Connorton West Community Development District (Pasco County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2018	\$8,480,000
Aqua One Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2018	\$20,080,000
Rivers Edge Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2018	\$6,275,000
Urban Orlando Community Development District (City of Orlando, Florida)	Capital Improvement Revenue Refunding Bond, Series 2018A	\$8,426,000
Epperson Ranch II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2018A	\$13,665,000
Cypress Creek of Hillsborough County Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2018B	\$2,375,000

<b>Issuer</b>	<b>Bond Issue</b>	<b>Par Amount</b>
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2018A	\$23,740,000
Paseo Community Development District (City of Fort Myers, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2018	\$9,625,000
Zephyr Lakes Community Development District (City of Zephyrhills, Florida)	Capital Improvement Revenue Bonds, Series 2019	\$6,460,000
South Village Community Development District (Clay County, Florida)	Capital Improvement Revenue Bonds, Series 2019	\$4,955,000
Hidden Creek Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2019	\$12,590,000
Orange Blossom Ranch Community Development District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2019	\$10,240,000
Union Park East Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2019A	\$10,350,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2019	\$20,310,000
Copperstone Community Development District (Manatee County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2019	\$5,209,000
Talavera Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2019	\$4,705,000
Sweetwater Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2019A	\$10,805,000
Harbor Bay Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2019A	\$28,175,000
Mirada Community Development District (Pasco County, Florida)	Bond Anticipation Notes, Series 2019	\$12,000,000
Osceola Chain of Lakes Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$5,980,000
Finley Woods Community Development District (City of Gainesville, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$3,075,000
Sampson Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$2,520,000
Chaparral of Palm Bay Community Development District (City of Palm Bay, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$5,900,000
Rivers Edge II Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$7,165,000
Epperson Ranch II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$10,300,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$3,440,000
Pine Ridge Plantation Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2020	\$12,435,000
Trout Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$4,185,000



<b>Issuer</b>	<b>Bond Issue</b>	<b>Par Amount</b>
Rolling Hills Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2020	\$4,465,000
Live Oak Lake Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$16,275,000
Overoaks Community Development District (Osceola County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2020	\$3,765,000
Wiregrass II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$10,705,000
Chapel Crossings Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$12,030,000
Copperstone Community Development District (Manatee County, Florida)	Taxable Capital Improvement Revenue Note, Series 2020	\$800,000
DG Farms Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$3,855,000
Mirada II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$26,850,000
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$15,000,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$11,340,000
Amelia National Community Development District (Nassau County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	\$4,915,000
Capital Region Community Development District (City of Tallahassee, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	\$2,800,000
River Glen Community Development District (Nassau County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2021	\$15,355,000
Cascades at Groveland Community Development District (City of Groveland, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	\$3,053,000
Rivers Edge II Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$9,900,000
Rivers Edge III Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$9,880,000
Cordoba Ranch Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	\$6,135,000
South Fork East Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	\$3,121,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$13,600,000
Zephyr Lakes Community Development District (City of Zephyrhills, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$6,600,000
Brightwater Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$10,000,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$11,610,000

<b>Issuer</b>	<b>Bond Issue</b>	<b>Par Amount</b>
Ave Maria Stewardship Community District (Collier County, Florida)	Bond Anticipation Notes, Series 2021	\$15,640,000
Southshore Bay Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$11,170,000
Lake Ashton II Community Development District (Polk County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	\$3,535,000
Union Park East Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$3,095,000
Entrada Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$12,280,000
Leomas Landing Community Development District (City of Lake Wales, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$5,355,000
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021A	\$17,605,000
Gracewater Sarasota Community Development District (Sarasota County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$16,780,000
St. Lucie West Services District (St. Lucie County, Florida)	Capital Improvement Revenue Bond, Series 2021-2	\$1,685,000
Mirada Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$9,600,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021A	\$9,800,000
Ocala Preserve Community Development District (Marion County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$3,855,000
WaterGrass II Community Development District (Pasco County, Florida)	Special Assessment Revenue Refunding Bonds, Series 2021	\$5,385,000
Golden Lakes Community Development District (Polk County, Florida)	Taxable Special Assessment Note, Series 2021	\$1,000,000
Villages of Glen Creek Community Development District (City of Bradenton, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	\$5,250,000
Water's Edge Community Development District (Manatee County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$2,065,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$7,775,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022A	\$22,950,000
Rustic Oaks Community Development District (City of Venice, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$17,230,000
Rolling Hills Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	\$10,870,000
Lake Ashton II Community Development District (Polk County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$3,245,000
Mira Lago West Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2022	\$3,007,000



<b>Issuer</b>	<b>Bond Issue</b>	<b>Par Amount</b>
Bridgewater North Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$10,195,000
Pelican Marsh Community Development District (Collier County, Florida)	Special Assessment Revenue Refunding Bond, Series 2022	\$3,460,000
Cross Creek North Community Development District (Clay County, Florida)	Special Assessment Bonds, Series 2022	\$15,075,000
Mangrove Point and Mangrove Manor Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$7,850,000
Somerset Community Development District (Walton County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$10,745,000
Villages of Glen Creek Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2022A	\$7,500,000
Trout Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$3,085,000
Willow Creek Community Development District (Brevard County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$2,575,000
Wiregrass II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$11,460,000
Mirada II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$11,600,000
Coddington Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$6,215,000
Renaissance Community Development District (Lee County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2022	\$5,545,000
Buena Lago Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$4,420,000
Stoneybrook Community Development District (Lee County, Florida)	Special Assessment Revenue Bonds, Series 2022-1	\$4,325,000
Stoneybrook Community Development District (Lee County, Florida)	Taxable Special Assessment Revenue Bonds, Series 2022-2	\$7,755,000
Avalon Park West Community Development District (Pasco County, Florida)	Special Assessment Revenue Bonds, Series 2022	\$5,895,000
Coral Bay of Lee County Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$3,845,000
Cypress Shadows Community Development District (Lee County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$1,070,000
Brookstone Community Development District (Manatee County, Florida)	Special Assessment Revenue Bonds, Series 2022	\$10,700,000
Willows Community Development District (Manatee County, Florida)	Special Assessment Revenue Bonds, Series 2022	\$8,315,000
Stoneybrook North Community Development District (Lee County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	\$5,300,000
Woodcreek Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$3,785,000

## **BOND COUNSEL AGREEMENT**

This Bond Counsel Agreement (this "Agreement") is entered into this 10<sup>th</sup> day of February, 2023, by and between the **WEST VILLAGES IMPROVEMENT DISTRICT** (the "District"), a local unit of special purpose government of the State of Florida, organized and existing under the provisions of Chapter 2004-456, Laws of Florida, as amended, and **NABORS, GIBLIN & NICKERSON, P.A.**, a Florida professional service corporation ("Nabors Giblin").

### **W I T N E S S E T H:**

**WHEREAS**, the District plans to issue capital improvement revenue bonds (the "Bonds") to finance the acquisition, construction and equipping of certain assessable capital improvements benefiting residents of the District; and

**WHEREAS**, the District desires to engage Nabors Giblin as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

**WHEREAS**, Nabors Giblin desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and Nabors Giblin, both intending to be legally bound hereby, agree as follows:

#### **1. BOND COUNSEL.**

(a) Duties. Nabors Giblin shall serve as bond counsel to the District in connection with the issuance of the Bonds. The duties of Nabors Giblin as bond counsel shall include the following:

(i) prepare all indentures, including a Master Indenture and Supplemental Indenture(s) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters engaged by the District;

(ii) if requested by the District, prepare validation pleadings, including the proposed final judgment, in connection with the validation of the Bonds and appear as attorneys of record with the District Counsel at the validation hearing;

(iii) review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that Nabors Giblin shall have no responsibility for the disclosure documents insofar as such documents describe

the financial circumstances of the offering or any other statistical projects or data, and provided further, that Nabors Giblin shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds;

(iv) review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attend drafting and informational meetings regarding the Bonds; and

(v) render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the Bonds from federal income taxation.

(b) Fees and Expenses for Services Rendered as Bond Counsel. For services rendered pursuant to this Section 1, the District shall pay to Nabors Giblin a fee of not-to-exceed \$40,000 per issue for a publicly offered issue with one series of Bonds and \$45,000 per issue for a publicly offered issue with multiple series of Bonds. Fees for private placement financings will be negotiated at the commencement of such financing, provided such fee will not exceed \$35,000 per financing. Such fee shall be paid by the District to Nabors Giblin only from the proceeds derived by the District from the sale of the Bonds and, if the Bonds are not sold, then no fees shall be paid by the District for services rendered pursuant to this Section 1.

The foregoing fee shall include all out-of-pocket expenses incurred by Nabors Giblin in connection with services rendered hereunder, and no other expenses shall be payable by the District in connection with bond counsel services.

**2. TERMINATION.** This Agreement may be terminated by the District, or by Nabors Giblin, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates Nabors Giblin for any reason, then no compensation shall be paid to Nabors Giblin for any services theretofore rendered pursuant to Section 1 of this Agreement.

**3. CONSTRUCTION.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

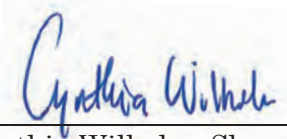
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**IN WITNESS WHEREOF**, the District and Nabors Giblin have executed this Agreement as of the date set forth above.

**WEST VILLAGES IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Chairman/Vice Chairman

**NABORS, GIBLIN & NICKERSON, P.A.**

By:  \_\_\_\_\_  
Cynthia Wilhelm, Shareholder

TALLAHASSEE  
1500 Mahan Drive  
Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070 Tel  
(850) 224-4073 Fax

Nabors  
Giblin &  
Nickerson P.A.  
ATTORNEYS AT LAW

TAMPA  
2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607  
(813) 281-2222 Tel  
(813) 281-0129 Fax

PLANTATION  
8201 Peters Road  
Suite 1000  
Plantation, Florida 33324  
(954) 315-0268 Tel

January 20, 2023

Lindsay C. Whelan, Esq.  
Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301

Re: West Villages Improvement District ("District")

Dear Lindsay:

We have represented U.S. Bank Trust Company, National Association, as bond trustee ("USB"), on a number of bond issues for the District, including issuances in 2019, 2021 and 2022.

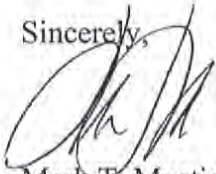
As we have recently been engaged as bond counsel by the District, we would like to be able to also continue to represent USB in connection with future District bond issues (the "Matters").

Our representation of USB with respect to the Matters would not involve a challenge to (i) the authority of District Board (the "Board"), (ii) a Board policy or (iii) the constitutionality or legality of any District regulation or provision. Our representation of USB would not include naming the District or any related entity as a party in any litigation or taking other legal action against them.

We respectfully request a waiver of any potential conflict of interest in connection with our representation of USB with respect to the Matters. We understand that any waiver of conflict of interest at this time does not extend to the representation of USB in any adverse proceeding against the District or any related entity. In the unlikely event our representation of USB in connection with the Matter results in any such litigation, we would withdraw from the representation of USB.

Lindsay C. Whelan  
January 20, 2023  
Page 2

If this representation is acceptable to you, please indicate your waiver of any potential conflict as described by signing below. Thank you.

Sincerely,  
  
Mark T. Mustian

Received and Agreed to:  
West Villages Improvement District

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



**Sent Via Email: [msmith@sdsinc.org](mailto:msmith@sdsinc.org)**

**Revised December 9, 2022**

December 7, 2022

Mr. Mike Smith, Operations Manager  
West Villages Improvement District  
2501 Burns Road  
Suite A  
Palm Beach Gardens, Florida 33410

Subject: **Revised Additional Work Authorization Number 2023-2  
West Villages Improvement District  
Additional Federal Emergency Management Agency Assistance (FEMA)  
Hurricane Ian Site Assessment  
City of North Port, Florida**

Dear Mr. Smith:

Dewberry Engineers Inc. (Engineer) is pleased to submit this additional Work Authorization to provide continued professional consulting engineering services for the West Villages Improvement District (District). We will provide these services pursuant to our agreement for professional engineering services (Engineering Agreement). This Work Authorization is based on your request for the Hurricane Ian damage assessments. The Engineer will provide weekly status reports to the District relative to its progress with the below tasks. This work order is for the additional time and effort to complete the field work and final reports to the District.

With this information in mind, we propose the following tasks and corresponding fees:

**I. Field Inspections – Additional**

We performed field inspections and noted damage assessments of the damaged facilities, including but not limited to, roadway and right-of-way features, stormwater facilities, and irrigation systems and landscape. Our services included:

- Overview map of District owned facilities and damage at locations;
- Global Positioning Systems (GPS) locations of the damage to meet FEMA requirements based on our experience working with them;
- Photos with GPS (latitude/longitude) coordinates;
- Plan view and cross section view (if appropriate) site sketch with damaged dimensions recorded;
- Written dimensions describing damages, which will include whether the damage was repaired and how it was repaired; and
- Summary of our findings in a report to you that can be used for funding and insurance claims.

The above work was and will be performed in full compliance with applicable FEMA laws, regulations, and guidelines.

Our fee for this task will be based on a time and materials budget not-to-exceed \$18,000, plus other direct costs. These fees will be charged in accordance with the enclosed Schedule of Charges.

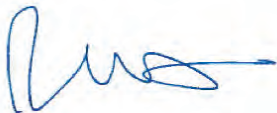
## II. Additional Services

Any Additional Services requested that are not a part of this work authorization will be invoiced either on a time and materials basis, in accordance with the enclosed Schedule of Charges, or on a mutually agreed upon fee. Authorization under this task must be in writing.

This revised additional Work Authorization, together with the Engineering Agreement and FEMA's terms as shown in Exhibit A, represents the entire understanding between the District and the Engineer with regard to the referenced services. If you wish to accept this revised Work Authorization, please sign where indicated and return one complete copy to Aimee Powell, Administrative Assistant in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Thank you for choosing Dewberry. We look forward to continuing to work with you.

Sincerely,



Richard Ellis, P.E.  
Senior Project Manager  
Dewberry Engineers Inc.

APPROVED AND ACCEPTED



Reinardo Malavé, P.E.  
Associate Vice President  
Dewberry Engineers Inc.

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
West Villages Improvement

Date: \_\_\_\_\_

RE:RM: ap  
M:\Proposals - Public\Municipal\West Villages Improvement District\Work Authorizations\Revised Additional Work  
Authorization Number 2023-1 FEMA Assistance - 12-09-2022



## EXHIBIT A

### **SUSPENSION AND DEBARMENT.**

- A. This Work Authorization 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 must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must 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 Work Authorization. The Consultant further agrees to include a provision requiring such compliance in its subconsultant contracts, if any.

### **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 Work Authorization 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 Work Authorization.
- D. In compliance with the Disaster Recovery Act of 2018, the District and the Consultant acknowledge and agree that no language in this Work Authorization is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**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.

**NO OBLIGATION BY FEDERAL GOVERNMENT.** The parties acknowledge and agree that the federal government is not a party to this Work Authorization and is not subject to any obligations or liabilities to the District, Consultant, or any other party pertaining to any matter resulting from the Work Authorization.

**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 Work Authorization.

## STANDARD HOURLY BILLING RATE SCHEDULE

### Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
<b>Professional</b>	
Engineer I, II, III	\$115.00, \$130.00, \$150.00
Engineer IV, V, VI	\$165.00, \$185.00, \$215.00
Engineer VII, VIII, IX	\$240.00, \$255.00, \$280.00
Environmental Specialist I, II, III	\$100.00, \$120.00, \$140.00
Senior Environmental Scientist IV, V, VI	\$165.00, \$180.00, \$195.00
Planner I, II, III	\$100.00, \$120.00, \$140.00
Senior Planner IV, V, VI	\$165.00, \$180.00, \$195.00
Landscape Designer I, II, III	\$100.00, \$120.00, \$140.00
Senior Landscape Architect IV, V, VI	\$165.00, \$180.00, \$195.00
Principal	\$330.00
<b>Technical</b>	
CADD Technician I, II, III, IV, V	\$80.00, \$100.00, \$120.00, \$135.00, \$165.00
Designer I, II, III	\$110.00, \$130.00, \$150.00
Designer IV, V, VI	\$170.00, \$190.00, \$210.00
<b>Construction</b>	
Construction Professional II, III	\$150.00, \$180.00
Construction Professional IV, V, VI	\$200.00, \$230.00, \$265.00
<b>Survey</b>	
Surveyor I, II, III	\$68.00, \$83.00, \$98.00
Surveyor IV, V, VI	\$112.00, \$125.00, \$140.00
Surveyor VII, VIII, IX	\$160.00, \$185.00, \$220.00
Senior Surveyor IX	\$265.00
Fully Equipped 2, 3, 4 Person Field Crew	\$175.00, \$220.00, \$265.00
<b>Administration</b>	
Administrative Professional I, II, III, IV	\$70.00, \$90.00, \$115.00, \$145.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING THE DESIGN, ENGINEERING, CONSTRUCTION AND/OR INSTALLATION AND PERPETUAL MAINTENANCE OF U.S. HIGHWAY 41 COMMUNITY ART FEATURE IMPROVEMENTS; APPROVING AN AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION RELATIVE TO SAME; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District operates and/or maintains, or plans to operate and/or maintain, certain landscaping, irrigation, sidewalks, and paver improvements adjacent to U.S. Highway 41 (“U.S. 41”) that are owned by the Florida Department of Transportation (“FDOT”); and

**WHEREAS**, for the benefit of its landowners and residents, and to enhance and beautify the U.S. 41, the District desires to provide for the design, engineering, construction and/or installation, and perpetual maintenance of certain aesthetic improvements (hereinafter, the “Community Art Features”) located in the center of roundabout to be located at Wellen Park Boulevard; and

**WHEREAS**, in furtherance thereof, the District’s Board of Supervisors (the “Board”) accordingly desires to approve that that certain *Community Aesthetic Feature Agreement* by and between the District and FDOT, in substantial form, which is attached hereto as **Exhibit A** (hereinafter, collectively referred to as the “Agreement”); and

**WHEREAS**, the Board accordingly desires to adopt this Resolution to evidence its approval of same.

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

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

**SECTION 2.** The Board hereby approves the design, engineering, construction and/or installation, and perpetual maintenance of the Community Art Features. The Board hereby approves the Agreement attached hereto as **Exhibit A** in substantial form. The District’s Chairman and/or Vice Chairman and applicable District staff are authorized to execute the Agreement on behalf of the District.

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

**SECTION 4.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of February, 2023.

**ATTEST:**

**WEST VILLAGES IMPROVEMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

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

**Exhibit A:** Form of the Agreement

**EXHIBIT A**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**COMMUNITY AESTHETIC FEATURE AGREEMENT**

State Road/Local Road \_\_\_\_\_ Section No. \_\_\_\_\_ CAFA No. \_\_\_\_\_

This Community Aesthetic Feature Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the State of Florida, Department of Transportation (“Department”) and \_\_\_\_\_ (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The Agency has requested permission from the Department to install a [**CHOOSE ONE:** Public Art, Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road \_\_\_\_\_ at MP \_\_\_\_\_ in \_\_\_\_\_ County, Florida (“Project”).
- B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

**AGREEMENT**

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement (“Effective Date”) and continue through \_\_\_\_\_, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within \_\_\_\_\_ (\_\_\_\_\_) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [**CHOOSE ONE:** Public Art, Local Identification Marker], as more fully described in the plans in Exhibit “A”, attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit “D”. The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency’s property. However, this permissive use of the Department’s right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department’s right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department’s District Design Engineer, located at \_\_\_\_\_.
- The Department will review the plans for conformance to the Department’s requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer’s responsibility for the plans. By review of the plans, the Department signifies only that such plans and improvements satisfies the Department’s requirements, and the Department expressly

disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, \_\_\_\_\_, at (\_\_\_\_) \_\_\_\_ - \_\_\_\_ or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.
- g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the responsible professional for the project, the form of which is attached to this

Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

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- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ \_\_\_\_\_. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to \$2000.00.

District Maintenance Engineer, \_\_\_\_\_ Date: \_\_\_\_\_.

- n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.



**5. INDEMNITY AND INSURANCE.**

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

**6. NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
DISTRICT \_\_\_\_\_ PROGRAM MANAGER

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

\_\_\_\_\_ COUNTY [OR CITY], FLORIDA

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**7. TERMINATION OF AGREEMENT.** The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

**8. LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

**9. PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

**10. UNAUTHORIZED ALIENS.** The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

**11. NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

**12. DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees

that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

*The remainder of this page is intentionally left blank.*

Section No. \_\_\_\_\_ CAFA No. \_\_\_\_\_

**AGENCY**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

As approved by the Council, Board, or

Commission on: \_\_\_\_\_

Attest: \_\_\_\_\_

Legal Review:

\_\_\_\_\_

City or County Attorney

**DEPARTMENT**

State of Florida, Department of Transportation

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

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

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

Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_

Section No. \_\_\_\_\_ CAFA No. \_\_\_\_\_

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

[Provide a description of the improvements proposed within the Department's right-of-way]

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by \_\_\_\_\_, P.E./R.L.A./Architect and dated \_\_\_\_\_. Any revisions to these plans must be approved by the Department in writing.

Section No. \_\_\_\_\_ CAFA No. \_\_\_\_\_

EXHIBIT "B"

SPECIAL PROVISIONS

Section No. \_\_\_\_\_ CAFA No. \_\_\_\_\_

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Section No. \_\_\_\_\_ CAFA No. \_\_\_\_\_

EXHIBIT "D"

AGENCY RESOLUTION



Section No. \_\_\_\_\_ CAFA No. \_\_\_\_\_

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S  
CERTIFICATE OF COMPLIANCE

**NOTICE OF COMPLETION**

COMMUNITY AESTHETIC FEATURE AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

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

Name: \_\_\_\_\_

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

**RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

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

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Issuance:	Effective Date:
Owner: West Villages Improvement District	Owner's Contract No.: N/A
Contractor: The deMoya Group, Inc.	Contractor's Project No.: N/A
Engineer: Dewberry Engineers, Inc.	Engineer's Project No.: N/A
Project: Wellen Park Blvd. Roundabout & US 41/SR 45 Improvements Project	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:

Description: Remove Landscaping Items from Original Contact. Add drainage items not included in Original Contact.

Attachments: de Moya Group Request for Change Order #1.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$9,305,602.04	Original Contract Times: Substantial Completion: <u>540 days</u> Ready for Final Payment: <u>570 days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$9,305,602.04	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order (circle one): \$192,165.30	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$9,497,767.34	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<b>RECOMMENDED:</b>	<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>
By: <u>Giacomo S Licari</u> 2023.02.01 Engineer	By: _____ Construction Manager	By: _____ Digitally signed by Alex Lawrence
Title: <u>13:16:17-05'00'</u>	Title: <u>Pinky Pakalapati</u> Digitally signed by Pinky Pakalapati Date: 2023.02.01 13:05:53 -05'00'	Title: _____ Date: 2023.02.01 11:54:58-05'00'
Date: _____	Date: _____	Date: _____

**APPROVED BY OWNER:**

By:   
Title: Chairman, Board of Supervisors  
Date: 2-1-23



The de Moya Group, Inc.  
14600 SW 136th Street  
Miami, FL 33186

**Request for Change Order**

RCO Date: 11/28/2022

RCO #: 1

Project Name: WELLEN PARK VILLAGE D ROUNDABOUT

Reason/Description: 1) Remove Landscape items from original contract  
2) Add drainage items, previously not included in original contract

Pay Item#	Description	Quantity	UOM	Unit Price	Total
0580-1-1	LANDSCAPE COMPLETE-SMALL PLANTS	-1	LS	\$ 199,917.90	\$ (199,917.90)
0580-1-2	LANDSCAPE COMPLETE-LARGE PLANTS	-1	LS	\$ 362,145.00	\$ (362,145.00)
0590-1-70	LANDSCAPE IRRIGATION SYSTEM, COMPLETE	-1	LS	\$ 306,070.80	\$ (306,070.80)
SEE ATTACHED	DRAINAGE INSTALLATION	1	LS	\$ 1,060,299.00	\$ 1,060,299.00

NET CHANGE: 192,165.30

These changes will Add (0) Days to the Construction Schedule

Qualifications/Exclusions:

- 1 Proposal valid for 30 days
- 2 Drainage items per the pay items received by the EOR (Stantec)
- 3

We agree to the work of this RCO proposal and this work is hereby incorporated into the scope of work of the contract and The de Moya Group can proceed with this work accordingly. Further, we agree that The de Moya Group will be paid for this work in the pay period the work is performed and there is no further approvals necessary which may delay payment. For all intents and purposes and upon signature below, this document is a change order to the contract.

Agreed to:

BY: \_\_\_\_\_

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

Date: \_\_\_\_\_



Date of Issuance:	Effective Date:
Owner: West Villages Improvement District	Owner's Contract No.: N/A
Contractor: The deMoya Group, Inc.	Contractor's Project No.: N/A
Engineer: Dewberry Engineers, Inc.	Engineer's Project No.: N/A
Project: Wellen Park Blvd. Roundabout & US 41/SR 45 Improvements Project	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:

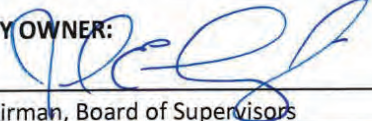
Description: Pay Items shown in plans but not included in original contact

Attachments: de Moya Group Request for Change Order #2.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$9,305,602.04	Original Contract Times: Substantial Completion: <u>540 days</u> Ready for Final Payment: <u>570 days</u> days or dates
<b>[Increase]</b> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>192,165.30</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$9,497,767.34	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
<b>[Increase]</b> [Decrease] of this Change Order (circle one): \$350,500.00	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$9,848,267.34	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<b>RECOMMENDED:</b>	<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>
By: <u>Giacomo S Licari</u> Title: <u>2023.02.01</u> Date: <u>13:17:08-05'00'</u>	By: _____ Title: <u>Pinky</u> Date: <u>Pakalapati</u>	By: _____ Title: _____ Date: _____
	Construction Manager Digitally signed by Pinky Pakalapati Date: 2023.02.01 13:05:25 -05'00'	Corporation Alex Lawrence Digitally signed by Alex Lawrence Date: 2023.02.01 11:54:32-05'00'

**APPROVED BY OWNER:**

By:   
Title: Chairman, Board of Supervisors  
Date: 2-1-23



The de Moya Group, Inc.  
14600 SW 136th Street  
Miami, FL 33186

**Request for Change Order**

RCO Date: 1/13/2023

RCO #: 2

Project Name: WELLEN PARK VILLAGE D ROUNDABOUT

Reason/Description: 1) Pay Items shown in plans but not included in original contract

Pay Item#	Description	Quantity	UOM	Unit Price	Total
0102-99	Sign Variable Message (Temp)	100	ED	\$ 20.00	\$ 2,000.00
0102-2200	Special Detour- Temporary Pavement	1000	SY	\$ 20.00	\$ 20,000.00
0102-2300	Special Detour- Temporary Earthwork	250	CY	\$ 40.00	\$ 10,000.00
0102-XXXX	Special Detour- Temporary Base	1000	SY	\$ 50.00	\$ 50,000.00
654-2-21	Rectangular Rapid Flashing Beacon, F&I, Solar, Complete (TAPCO Brand on APL)	14	AS	\$ 12,000.00	\$ 168,000.00
0706-1-3	Raised Pavement Marking, Type B (Temp and Perm)	5000	EA	\$ 5.25	\$ 26,250.00
0710-111-XX	Tempoary Striping, 6"	25000	LF	\$ 0.50	\$ 12,500.00
0710-111-2X	Tempoary Painted Special Marking	2500	SF	\$ 2.50	\$ 6,250.00
0710-111-70	Tempoary Messages and Arrows	100	EA	\$ 55.00	\$ 5,500.00
0711-17-1	Removal of Existing/Tempoary Markings	20000	SF	\$ 2.50	\$ 50,000.00

NET CHANGE: **350,500.00**

These changes will Add (0) Days to the Construction Schedule

Qualifications/Exclusions:

- 1 Proposal valid for 30 days
- 2 Quantities are estimated, field measurements to confirm

We agree to the work of this RCO proposal and this work is hereby incorporated into the scope of work of the contract and The de Moya Group can proceed with this work accordingly. Further, we agree that The de Moya Group will be paid for this work in the pay period the work is performed and there is no further approvals necessary which may delay payment. For all intents and purposes and upon signature below, this document is a change order to the contract.

Agreed to:

BY: \_\_\_\_\_

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

Date: \_\_\_\_\_

**RESOLUTION 2023-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ISSUANCE OF THE WEST VILLAGES IMPROVEMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 8), SERIES 2022 (NEIGHBORHOOD BONDS); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE ISSUANCE AND CLOSING OF THE WEST VILLAGES IMPROVEMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 8), SERIES 2022 (NEIGHBORHOOD BONDS); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District previously adopted resolutions authorizing the issuance of bonds within the scope of the Act, including \$17,000,000 West Villages Improvement District Special Assessment Revenue Bonds (Unit of Development No. 8), Series 2022 (Neighborhood Bonds) (the “Series 2022 Bonds”); and

**WHEREAS**, the District closed on the issuance of the Series 2022 Bonds on December 21, 2022; and

**WHEREAS**, as prerequisites to the issuance of the Series 2022 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, Financial Advisor, Bond Counsel and District Counsel were required to execute and/or deliver various documents (the “Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2022 Bonds.

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

**SECTION 1.** The issuance and closing of the Series 2022 Bonds is in the best interests of the District.



**SECTION 2.** The issuance of the Series 2022 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2022 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2022 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

**PASSED AND ADOPTED** this 10<sup>th</sup> day of February, 2023.

ATTEST:

**WEST VILLAGES IMPROVEMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**fmsbonds**  
**Municipal Bond Specialists**

20660 W. Dixie Highway  
North Miami Beach, FL 33180

January 12, 2023

West Villages Improvement District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: Mr. Todd Wodraska

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Wodraska:


Thank you for the opportunity to work with the West Villages Improvement District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2023 relating to Unit No. 9 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)<sup>1</sup> (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

**FMSbonds, Inc.**

By:   
Name: Jon Kessler  
Title: Executive Director

Agreed to and accepted as of the date first written above:

**WEST VILLAGES IMPROVEMENT DISTRICT**

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

<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).



## ATTACHMENT I

**Section 1**     **Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

**Section 2**     **Terms and Conditions:**

1. Underwriter Fee (“Underwriting Fee”). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:



- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
  - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
  - c) the offering memorandum will comply with all applicable laws and regulations;
  - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
  - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.



## ATTACHMENT II

**MSRB Rule G-17 Disclosure** --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.



Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

## Miscellaneous Notices



Published in Sarasota Herald-Tribune on February 1, 2023

### Location

Sarasota County,

### Notice Text

NOTICE OF THE WEST VILLAGES IMPROVEMENT DISTRICT  
ATTORNEY-CLIENT SESSION

NOTICE IS HEREBY GIVEN that the West Villages Improvement District (the District ) will hold an attorney-client session of its Board of Supervisors (the Board ) at the Board meeting on February 10, 2023, at 11:00 a.m. at 19955 Preto Boulevard, Venice, Florida 34293. The attorney-client session may be continued to a date, time and place approved by the Board on the record without additional publication of notice.

The attorney-client session, which is closed to the public, will be held to discuss settlement negotiations or strategy sessions related to litigation expenditures. This meeting is being held pursuant to Section 286.011(8), Florida Statutes. The following persons are anticipated to be in attendance at the attorney-client session: each of the District s Board Supervisors who are not otherwise conflicted from such attendance, District Manager William Crosley, District Counsel Lindsay Whelan and Joseph Brown, and a court reporter. The attorney-client session is expected to begin after the commencement of the regularly-scheduled Board meeting and to last approximately thirty (30) minutes. During the attorney-client session the individuals identified above will meet in private. Upon conclusion of the attorney-client session, the public will be invited into the Board meeting, and the Board meeting will continue to consider any business of the District.

District Manager

WEST VILLAGES IMPROVEMENT DISTRICT

[www.westvillagesid.org](http://www.westvillagesid.org)

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## Miscellaneous Notices



Published in Sarasota Herald-Tribune on February 1, 2023

### Location

Sarasota County,

### Notice Text

NOTICE OF THE WEST VILLAGES IMPROVEMENT DISTRICT  
BOARD OF SUPERVISORS WORKSHOP MEETING

NOTICE IS HEREBY GIVEN that the West Villages Improvement District (the District ) will hold a workshop meeting (the Meeting ) of its Board of Supervisors (the Board ) at the conclusion of its Board meeting on February 10, 2023, at 11:00 a.m. at 19955 Preto Boulevard, Venice, Florida 34293. The Meeting is being held for the necessary public purpose of the discussion of bond matters.

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or [wcrosley@sdsinc.org](mailto:wcrosley@sdsinc.org) (the District Manager s Office ) during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager s Office at least forty-eight (48) hours prior to the Meeting. 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 s Office.

Please note that no Board action will be taken at this this workshop meeting. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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.

District Manager

WEST VILLAGES IMPROVEMENT DISTRICT

[www.westvillagesid.org](http://www.westvillagesid.org)

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