



# **WEST VILLAGES IMPROVEMENT DISTRICT**

## **CITY OF NORTH PORT SARASOTA COUNTY REGULAR BOARD MEETING & ATTORNEY-CLIENT SESSION MAY 11, 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)

561.630.4922 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

**AGENDA**  
**WEST VILLAGES IMPROVEMENT DISTRICT**

**Chambers Room – City of North Port**  
**4970 City Hall Boulevard**  
**North Port, Florida 34286**

<https://us02web.zoom.us/j/87509654850?pwd=a1ZiQU5yYUI3MFIEZG1IUWxVT2xDdz09>

Meeting ID: 875 0965 4850 Passcode: 11036

Call in Number 929 436 2866

**REGULAR BOARD MEETING**

May 11, 2023

11:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions
- E. Comments from the Public on All Agenda Items
- F. Approval of Minutes
  - 1. April 13, 2023 Regular Board Meeting & Attorney-Client Session Minutes.....Page 3
- G. Attorney-Client Session Relative to Gran Paradiso HOA Irrigation Litigation.....Page 16
- H. General District Matters
- I. Unit of Development 3
  - 1. Receive Unit 3 Bonds Requisition Audit.....Page 17
  - 2. Consider Resolution No. 2023-10 – Authorizing Request for RFP for Gran Paradiso Roadway Resurfacing Project.....Page 41
  - 3. Discussion on Matters Related to Gran Paradiso Litigation
    - a. Consider Approval of Agreement for Public Utility Irrigation Rate Study Services with GovRates.....Page 46
- J. Unit of Development 9
  - 1. Consider Resolution No. 2023-11 – Ratifying Series 2023 Bonds.....Page 66
- K. Administrative Matters
  - 1. District Engineer
  - 2. District Attorney
  - 3. District Operations Manager
  - 4. District Manager
- L. Board Member Comments
- M. Adjourn

## Location

Sarasota County, Florida

## Notice Text

### NOTICE OF REGULAR BOARD MEETING

### WEST VILLAGES IMPROVEMENT DISTRICT

Notice is hereby given that the Board of Supervisors ( Board ) of the West Villages Improvement District ( District ) will hold a Regular Board Meeting ( Meeting ) of the Board on May 11, 2023, at 11:00 A.M. in person in the Chambers Room of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.

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. Any member of the public interested in listening to and participating in the meeting remotely may do so by logging into Zoom via their computer at:

<https://us02web.zoom.us/j/87509654850?pwd=a1ZiQU5yYUI3MFIEZG1IUWxVT2xDdz09>

Meeting ID: 875 0965 4850

Passcode: 11036

Dial in by phone: 1 929 436 2866

Meeting ID: 875 0965 4850

Passcode: 11036

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)

**WEST VILLAGES IMPROVEMENT DISTRICT  
REGULAR BOARD MEETING & ATTORNEY-CLIENT SESSION  
APRIL 13, 2023**

**A. CALL TO ORDER**

The April 13, 2023, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 11:20 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 April 4, 2023, as legally required.

**C. ESTABLISH A QUORUM**

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

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

Staff members in attendance were:

District Manager	William Crosley	Special District Services, Inc.
District Manager	Todd Wodraska	Special District Services, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
District Counsel	Joe Brown	Kutak Rock LLP
District Engineer	Giacomo Licari	Dewberry

Also present were: Cynthia Wilhelm of Nabors, Giblin, & Nickerson, P.A.; and Erica Klevers of Goodwyn, Mills and Cawood; Michael Kennedy and Jeff Dykstra of Stantec; Robert Hedgecock of US Bank; and Bryan Mantz of GovRates Inc.

**D. ADDITIONS OR DELETIONS TO AGENDA**

There was a consensus of the Board to remove Item G – Attorney-Client Session. In addition, Item K will be moved up to Item G and Item 15 will immediately follow Item I12. Supervisor Meisel also noted that the agenda should reflect Item H1 “Receive and File Commission on Ethics Opinion 23-2 for Supervisor Meisel should be described as a “Commission on Ethics “Advisory” Opinion 23-2.

**E. COMMENTS FROM THE PUBLIC**

Staff solicited public comments and stated that an additional public comment period on Resolution No. 2023-08 will be held later in the Board meeting.

Victor Dobrin requested to have the POA's correspondence back to the District in relation to the Gran Paradiso Property Owners Association irrigation lawsuit included on the WVID website, applauded Supervisor Meisel for giving up his position on the POA, and noted that four of the Supervisors who voted for the irrigation rates in 2018 were employees of the developer.

Jim Coler requested more transparency regarding District activities.

Leonard Kantola thanked Mr. Meisel for his service and questioned staff as to why the landowner-elected Supervisors did not have to recuse themselves from irrigation-related matters.

Steve Glunt stated that he is the corporate representative of the Gran Paradiso Property Owners Association Board of Directors, complimented Supervisor Meisel for his efforts, requested that the Board consider completing any hurricane relief effort before any road resurfacing is performed, requested that all District residents bear the costs of the Gran Paradiso litigation, and requested that the Board not reallocate roadway resurfacing funds for hurricane repairs.

Pam Kantola questioned staff as to why the landowner-elected Supervisors did not have to recuse themselves from irrigation-related matters and requested the legal invoices related to expenses paid by the District relative to the Gran Paradiso litigation.

## **F. APPROVAL OF MINUTES**

### **1. March 9, 2023, Regular Board Meeting & Attorney-Client Session**

A <b>MOTION</b> was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously approving the March 9, 2023, Regular Board Meeting minutes, as presented.
--

## **G. ATTORNEY-CLIENT SESSION RELATIVE TO GRAN PARADISO POA IRRIGATION LITIGATION**

This item was removed from the agenda.

## **H. UNIT OF DEVELOPMENT NO. 9 (THIS ITEM WAS TAKEN OUT OF ORDER)**

### **1. Consider Final Supplemental Assessment Request**

Staff referenced that there were no changes from the preliminary assessment report that the Board had previously approved last month. There was lengthy discussion regarding the scope of the capital improvement plan for Unit No. 9 that was previously approved.

Staff discussed that this project is significantly more cost effective to be conducted privately by the developer for acquisition by the District instead of being constructed by the District, and that the cost of completed improvements that are conveyed to the District can be reimbursed back to the developer from a variety of sources, but only up to the amount of the actual cost of those improvements.

A **motion** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously approving the Final Supplemental Assessment Report, as presented.

## **2. Consider Resolution No. 2023-09 – Supplemental Assessment Resolution**

Resolution No. 2023-09 was presented, entitled:

### **RESOLUTION 2023-09**

#### **[UNIT OF DEVELOPMENT NO. 9, SERIES 2023]**

**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. 9), SERIES 2023; CONFIRMING DISTRICT'S PROVISION OF INFRASTRUCTURE IMPROVEMENTS AND CONFIRMING A MASTER ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2023 BONDS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2023 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

Ms. Whelan explained that the Supplemental Assessment Resolution levies assessments for the Series 2023 Bonds only on the lands within Unit of Development No. 9. The amounts indicated in the resolution allocate assessments in Unit 9 in accordance with the supplemental assessment methodology that was just approved to build infrastructure included in the engineer's report that was previously approved.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2023-09, as presented.

## **I. GENERAL DISTRICT MATTERS**

### **1. Receive and File Commission on Ethics Advisory Opinion 23-2 for Supervisor Meisel**

Ms. Whelan explained that at the December Board meeting, Supervisor Meisel requested an Ethics Advisory Opinion relative to his involvement with the Gran Paradiso Property Owners Association (POA) irrigation lawsuit and the matter of deannexation in order to determine if any conflicts of interest existed regarding these matters pursuant to the Florida Statutes. The Commission on Ethics did not find a voting conflict, so Mr. Meisel should vote on all matters coming board the board on these topics.

However, the Commission on Ethics did find a situational conflict of interest for the matter relating to the Gran Paradiso POA irrigation lawsuit and provided alternatives to eliminate that conflict. The three alternatives provided were: to remove himself as an owner of the POA; step down from

the WVID Board of Supervisors; or resign as an officer of the Gran Paradiso POA and step away from any involvement and representative capacity on behalf of the POA in that lawsuit. Ms. Whelan noted that per public comments provided earlier in the meeting, Mr. Meisel has stepped down from his role on the Gran Paradiso POA Board of Directors. The District expects Supervisor Meisel to not participate in the Gran Paradiso POA litigation in compliance with the advisory opinion.

## **2. Consider Resolution No. 2023-07 – Awarding Contract for Resurfacing Project**

Resolution No. 2023-07 was presented, entitled:

### **RESOLUTION 2023-07**

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

Mr. Licari explained, pursuant to Board direction at the March meeting, the District sent out requests for proposals (RFP) to its prequalified contractors for two road resurfacing projects. The only bid received by the District was from Woodruff and Sons, Inc. The two projects that were bid out include a portion of Playmore Road located near the rear exit to Island Walk and the public roadways in Gran Paradiso. The bid for the Playmore Road bid (Unit of Development No. 1) was in the amount of \$365,101 and the bid for the areas in Gran Paradiso (Unit of Development No. 3) was in the amount of \$1,043,094.

Ms. Whelan explained that the Board has several options- the bids can be accepted or the District can reject the bids and solicit additional proposals. The projects were bid together to help achieve cost savings, however the District has the ability to separate these projects if desired. The Playmore project is under the statutory bid limit, so if the bid is rejected District Staff is able to informally solicit proposals from potential vendors. The Gran Paradiso project is over the statutory bid limit requiring a formal RFP process, and so if the bid is rejected staff can either re-bid the project to just prequalified vendors or it can prepare and issue a new formal RFP which allows for both prequalified and non-prequalified vendors to submit proposals for this project. The Board discussed cost and timing considerations related to an RFP for the Unit 3 project.

Mr. Licari stated that he was disappointed in the response to the RFP and believed the prices were on the high side. Chairman Luczynski stated that he felt these bids should be rejected because Unit 3 does not have enough money to pay for the road resurfacing project and he felt that the prices were too high. The Board directed District Staff to reject the bids and go out for a formal RFP process for Unit 3 allowing both prequalified and non-prequalified contractors to respond in the hopes of allowing more time for other contractors to respond. Because the Unit 1 road resurfacing project does not require a formal RFP process, direction to the District Staff was to solicit informal proposals from vendors. Supervisor Meisel suggested the District reach out to Advanced Asphalt.

Resolution 2023-07 was not considered, per the Board direction to District Staff.

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

## **1. Update on U.S. 41 Improvements – State/Federal Funding**

There was no update regarding this matter.

## **2. Consider Work Authorization No. 2023-03 with Dewberry for Additional FEMA Hurricane Ian Site Assessment**

Mr. Crosley presented the work authorization and explained that this inspection of stump/tree debris removal on District property within Gran Paradiso would satisfy FEMA guidelines for proper procurement of services and help to achieve FEMA reimbursement once submitted. FEMA's guidelines provide specific requirements for obtaining services such as multiple bids or lack of documentation for work that has been completed. One of the most common reasons that FEMA rejects requests for reimbursement is if a single source is used without the effort to receive multiple bids for the work to be completed. There are exigent circumstances where roadways or sidewalks that are obstructed being addressed in an emergency situation, but those items need to be documented in detail (i.e., pictures and GPS coordinates) in order to receive FEMA reimbursement.

He noted that the estimated \$230,000 of work completed by Gran Paradiso immediately after the hurricane may not qualify for reimbursement because it is believed that the proper procurement procedures were not followed for that work. However, all efforts will be made to receive reimbursement from FEMA for the work completed by the Gran Paradiso POA.

A **MOTION** was made by John Meisel, seconded by Steve Lewis and passed unanimously approving Work Authorization No. 2023-03 for the inspection of stump/tree debris removal on District property in Gran Paradiso for the not to exceed amount of \$15,000, as presented.

## **3. Consider Proposal for Playmore Road Resurfacing**

This item was previously discussed with Item I2. No further discussion on this item ensued.

## **K. UNIT OF DEVELOPMENT NO. 3**

### **1. Update on Status of Unit 3 Bonds Requisition Audit**

A full Unit 3 bond requisition audit is expected in the coming weeks and will be provided to the Board and posted on the District's website once the final version is received.

### **2. Discussion on Matters Related to Gran Paradiso Litigation**

Mr. Brown gave an update on the current situation related to the Gran Paradiso litigation. There was a preliminary injunction hearing in February. The judge's oral ruling from the bench found that the Gran Paradiso POA was likely to succeed on its claims that the District adopted its current rate study in 2018 improperly with respect to published notice. The judge noted that the proposed rates were adopted with five (5) days published notice instead of seven (7) days. During the hearing, while not the basis of his decision to grant a preliminary injunction, the judge also found, based on the preliminary evidence that was presented at the hearing, that Gran Paradiso POA was likely to succeed on its claims that the well availability fee component of the District's irrigation



rates was unfair and unreasonable. He noted that this was a preliminary hearing, not a final hearing on the merits.

Pending the District's appeal rights, the District maintains its legal position that the original rate study was appropriately adopted in 2018 and that it was appropriately noticed and that the rates are appropriate. Further, there have been subsequent hearings held regarding irrigation rates where public input was sought on the rates. However, in an abundance of caution, at the March meeting the Board directed District Staff to publish a legal notice for an additional public hearing for today's meeting regarding the original 2018 rate study along with the District's existing irrigation rates and to take additional public comments and input regarding those rates. In addition, the Board directed staff to publish a notice requesting qualifications (RFQ) for an independent firm to provide the District with a new rate study evaluating both the existing rates previously adopted and providing recommendations with adjustments or a new rate structure or values.

Staff explained that Stantec Engineering, who provided the original rate study, will give a presentation of the original rate study from 2018. The Board will have an opportunity to ask questions of staff. Once the Board questions are answered, a public hearing will be opened to solicit public comment. The recommendation of District staff, subject to the Board's consideration of public comments, the Board's discussion, and any information that District Staff can provide, is to consider readopting, ratifying, and reapproving the 2018 rate study on an interim basis.

Given the Court's concerns regarding the District's well availability fee, staff recommends taking those fees collected and holding them in a segregated account and not disburse them pursuant to the well availability agreement until there is further direction from the Board, which could be influenced as a result of further activity in the litigation or as a result of consideration of a new rate study. It is expected that the Gran Paradiso POA will continue to pay their irrigation fees as they have been paying since the dispute arose and the litigation was filed and that a court order will at some point be issued ordering that. The intent is that the action today will ensure that the District, on a going forward basis, has rates in place to keep providing service to its customers while a RFQ process proceeds. District Staff clarified that any proposed changes to the rates will require a new public hearing.

Supervisor Meisel stated that the only thing that will change today going forward is the decision to escrow the well availability fees that the other communities are paying, keeping everything status quo until the new rates are adopted. The decision to appeal could last months or even years, but his understanding of the interim period basis is only until a new rate study is performed and adopted. Mr. Brown responded that the interim basis is until District Staff receives further direction from the Board, which could be as a result of the litigation, the outcome of the rate study, or whatever reason the Board wishes to revisit. Supervisor Meisel questioned the benefit of adopting this resolution. Mr. Brown responded that the purpose of the resolution was to ensure that the District has validly adopted rates in place because the judge's preliminary ruling was that there may be an issue with the advertising of the 2018 rates and that Resolution No. 2018-18 may be void ab initio, which creates concern that the District does not have valid rates in place that it can rely on to continue to provide irrigation water to its residents and the District has a vested interest in ensuring that it can continue to provide irrigation water to its residents through the pendency of the litigation.

Supervisor Lewis stated that the District cannot be in a position where there is no approved rate structure and that it makes sense to take the administrative steps to validate the irrigation rates on an interim basis.

*Supervisor Meisel left the meeting at 12:22 p.m. and returned at 12:25 p.m.*

Supervisor Meisel stated that the District did a great job with planning and constructing the irrigation system, but that he felt it was a waste of time hearing about a rate study that was completed in 2018 with a well availability fee that the judge had concerns about. Mr. Brown responded that everyone in the room today may not have been present at the public hearing in 2018 and the subsequent public hearings, and that members of the public could benefit from continued education on the rate study and the District's irrigation program. Chairman Luczynski asked the meeting attendees to listen carefully to the rate study presentation, as it will provide a lot of information that many people are not aware of and hopefully through discussion it will educate people on the District's irrigation program.

The 2018 irrigation rate study was presented in full by Jeff Dykstra of Stantec Engineering.

Chairman Luczynski asked for confirmation that the cost to construct the initial installation of the irrigation system was not considered in the 2018 rates. Mr. Dykstra replied in the affirmative, that the rate study contemplates that the funding for the initial construction of the irrigation system will be funded from other sources, but that it was the District's responsibility to maintain and replace those improvements after installation.

Chairman Luczynski asked if it was typical for a government utility to not have the capital outlay to create the system as part of the rates. Mr. Dykstra responded that it is not atypical for that to happen because sometimes developers put in their own infrastructure that connects to a city's utility system, but in those circumstances impact fees or other fees collected by a local government would be reimbursed back to the developer so those capital installation costs are accounted for in a different way.

Supervisor Meisel asked why the well availability fee was calculated at 100% burden of 100% replacement of usage for a year when the SWFWMD permit application specifically stated that it was a goal to rely on reclaimed water. Mr. Dykstra replied that consideration was given that as part of the overall water supply portfolio the District would have to secure access or rights to another source of water in addition to its reclaimed water providers and surface water being held in its ponds. In the past, the District was unable to receive reclaimed water from Englewood Water District (EWD) and Sarasota County in an amount sufficient to provide irrigation water to the development. So groundwater was then and is in the future required to operate the system, even though the permit requires the District to prioritize the use of reclaimed and surface water prior to utilizing groundwater.

Supervisor Meisel asked Mr. Dykstra whether he would establish the well availability fee in the same manner if he was doing the rate study today. Mr. Dykstra responded that he was presenting the rate study from 2018, but that it is appropriate for a new rate study consultant to consider the existing rates and structure in any new rate study procured by the District.

Chairman Luczynski stated that when the rate study was done, it was not known that the reclaimed water from EWD would go away and the District needed to utilize groundwater even at that time. He noted for those not aware, that the reclaimed water supply from EWD will terminate in March 2024, so the District will soon be losing one of its sources of reclaimed water. Sarasota County only provides one fourth of the irrigation water needed for Gran Paradiso and does not provide water for any other project.

Chairman Luczynski also noted that in 2018 the District was three years away from receiving irrigation/reclaimed water from the City of North Port. The engineers that designed the Wastewater Treatment Plant (WWTP) stated that the efficiency rate of water into the plant allowed for reclaimed water is about sixty (60%) to seventy (70%) percent, Mr. Meisel stated he believe the efficiency of the wastewater plant to provide reclaimed water was over 95%. The District currently receives approximately 500,000 gallons a day, which is not enough for one subdivision, let alone the entire District. He discussed that the 2009 irrigation agreement for Gran Paradiso only contemplated supplying the community with reclaimed water from EWD and that no other source was considered because at that time there were no other consistent sources available from Sarasota County, the City of North Port, or groundwater. Considering the 2022 figures from water the District gets from EWD, which translates to approximately one-half of the irrigation water Gran Paradiso uses annually, when that water from EWD goes away, the only source of water to supply that deficit comes from the groundwater wells and the reclaimed water provided by Sarasota County which currently accounts for approximately 25% of the irrigation water used by Gran Paradiso.

Mr. Luczynski stated that over the last three years, the WVID has invested over Ten Million Dollars (\$10,000,000) on new infrastructure installation to create the master irrigation system that Mr. Dysktra indicated was not included in the 2018 rates. He explained that his opinion is that those expenses should have been part of the system costs and part of the 2018 rates. He also noted that the well availability fees collected since the creation of the integrated system four years ago has only collected \$572,000, which means there is \$9,496,000 of deficit funding for the creation of the distribution system net the well availability charges. He noted that the District is currently working on a 10-year master irrigation plan which preliminarily shows that another \$20-30 million will be spent over the next 10 years to complete the master irrigation system, and that he believes these initial installation costs should all be factored in if the District is engaging a consultant to do a new rate study.

Supervisor Lewis stated that the one thing that he thought everyone took comfort from the rate study in 2018 was a chart that reflected the District's rate of \$11.29 per month, which at that time, was right in the heart of the market, which he felt was a huge consideration. Mr. Lewis stated that the whole notion of the well availability fee concept was that the developer had groundwater rights and those rights were not free. The developer spent considerable money to acquire those rights and when you have rights and someone else is going to use those rights, there is a charge for that. He expressed that the charge should be fair, but conceptually he did not understand an argument against a person paying for the use of groundwater rights that it does not own.

Chairman Luczynski stated that he wanted to make sure residents understood that the daily charge to each home in Gran Paradiso is \$0.37 cents per day, which may very well increase under a new rate study now that actual operating and other expenses are known four years into operation of the irrigation utility. He also indicated that if residents of Gran Paradiso in particular feel that \$0.37 cents per day for irrigation water is not fair or reasonable, then he would support separating the Gran Paradiso community's irrigation system from the District's master irrigation system and removing Gran Paradiso from the scope of the District's water use permit so that the Gran Paradiso POA could secure its own permit and irrigation allocations from SWFWMD and be responsible for operating its own system.

Supervisor Meisel recommended that there be community involvement in a new rate study and the remainder of the Board expressed a desire for community input and education on any proposed changes to the irrigation structure or rates.

### **3. Public Hearing – Irrigation Rates**

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

Proof of Publication was presented which indicated that the Notice of Public Hearing had been published in the *Sarasota Herald-Tribune* on March 10, 2023.

#### **b. Receive Public Comment on Resolution No. 2023-08**

District Staff solicited public comments on Resolution 2023-08.

Karen Choi stated that she and her husband were opposed to the 2018 rate structure.

Richard Berrios stated that a judge ruled in favor of the Gran Paradiso POA in the preliminary injunction hearing, he opposed adopting the 2018 rates, and applauded the effort of those involved in the lawsuit.

Kathy Hamby commented that the District was created to ensure timely, cost effective, and high quality implemented infrastructure and that the District has a primary fiduciary commitment to the residents in the District. Ms. Hamby also stated that she was opposed to the long-term irrigation supply agreements that the District entered into with Lennar Homes, and appreciated the discussion on the irrigation rates, but found it unfortunate that the POA had to sue the District to force it to reevaluate its 2018 irrigation rates.

Steve Glunt stated that there has to be a middle ground regarding what is needed to run the District's irrigation business with the best interest of the customer and homeowners at the same time. Mr. Glunt discussed the judge's comments from the February 9<sup>th</sup> hearing and expressed his concern over the well availability charge, and requested new rates that he believes are fair and reasonable.

Lex Van Brero commented that criticizing at the rates from 2018 is almost Monday morning quarterbacking at this point in time, and the District's current plan is perhaps a way to move forward for everyone and minimize future expenses, especially legal expenses.

Pam Kantola reviewed the judge's oral comments from the February hearing and commented that prior to the rate study, Gran Paradiso was paying \$0.37 per 1,000 gallons and there was no capital charge or well availability fee. She explained that current fees are \$0.73/1,000 gallons, \$1.39 capital contribution, and \$4.17 well availability fees which reflects a significant increase. She also questioned how ERUs are calculated for Gran Paradiso.

Victor Dobrin stated that he articulated the flaws of the irrigation rates when he voted against them as WVID Supervisor after he was seated on the Board in November 2018 and that he asked several times for an updated rate study. Mr. Dobrin asked District Counsel to ask the Commission on Ethics if it is ethical for Board Supervisors to vote on a rate study that benefits their employer.

#### **c. Consider Resolution No. 2023-08 – Adopting 2018 Irrigation Rates**

After soliciting comments from all members of the public desiring to speak, District staff solicited any additional comments, questions, or discussions of the Board.

Mr. Meisel asked if District Counsel had contacted Thomas Ranch Intangibles regarding the District escrowing the well availability fees and not paying that fee to them per the contractual agreement. Mr. Brown commented that he did not know the position of that entity, but at the March meeting the Board provided direction to District Staff to provide notice regarding the status of the Gran Paradiso POA litigation to them. This notice has been provided, and no response has been received as of the date of this meeting.

Supervisor Lewis stated that he does not know what the next rate study will reflect as far as rates, but to presume the new rate study would give no value to the ownership of the rights, he would not support that because he believed the person who owns the rights and makes those rights available to other people needs to be compensated, and the concept of the well availability fee is a matter of rights.

Supervisor Masney asked District Counsel if in regard to Mr. Dobrin's comment about recusing themselves from voting today because they are employees of Mattamy Homes and whether it is legally permissible to do so. Ms. Whelan replied that it is codified in Florida Statutes that it is not a conflict of interest for landowner-elected Supervisors to be employed by a landowner-developer that does business with the District. She further opined that now with the Commission on Ethics opinion, Supervisor Meisel is not conflicted to vote on this matter either and should also continue to vote on matters relating to the irrigation rates at the Grand Paradiso HOA litigation.

Supervisor Lewis noted that the District was established to provide public infrastructure and development that benefits the landowners of the District, and that it is important to keep in mind that the developer is a landowner within the District too and in fact, is the largest landowner. As a Supervisor he is charged with adopting policy that is fair, reasonable and equitable to all of the landowners, with the developer being just one.

Chairman Luczynski asked Mr. Dykstra where the 2018 rates fell in comparison to communities around the District. Mr. Dykstra stated that the rates were very comparable; the lowest was around \$9 per month and the highest provider was around \$27-28 a month with District rates falling right in the middle at about \$11 a month, which is much closer to the lowest provider. Mr. Dykstra also stated, in his experience, that \$11 a month is very comparable and very reasonable from what other public utility providers charge and reiterated Chairman Luczynski's prior comment that the provision of irrigation water by the District amounts to a resident paying approximately \$0.37 cents per day.

With no further Board questions or discussion, Resolution No. 2023-08 was then presented, entitled:

#### **RESOLUTION 2023-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE WEST VILLAGES IMPROVEMENT DISTRICT  
MAKING CERTAIN FINDINGS; RATIFYING,  
CONFIRMING, AND APPROVING AN IRRIGATION  
QUALITY WATER RATEMAKING STUDY; RATIFYING,**

**CONFIRMING, AND APPROVING RESOLUTION 2018-18,  
RESOLUTION 2020-08, AND RESOLUTION 2021-15;  
ADOPTING INTERIM IRRIGATION QUALITY WATER  
RATES, FEES, AND CHARGES; PROVIDING A  
SEVERABILITY CLAUSE; AND PROVIDING AN  
EFFECTIVE DATE.**

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney adopting Resolution No. 2023-08. Adopting the 2018 Irrigation Rates, as presented. Upon being put to a vote, the **motion** carried 4 to 1 with Mr. Meisel dissenting.

**4. Consider Proposals for 2023 Professional Ratemaking Services**

*Supervisor Lewis left the meeting at 1:43 p.m. and returned at 1:46 p.m.*

Mr. Brown explained that at the March meeting, the Board directed District Staff to advertise an RFQ for a new irrigation rate study. An RFQ advertisement was published and District Staff also reached out to individual firms that had never previously worked for either the master developer or the District. The District received one proposal from GovRates Inc., a company that performs public utility rate studies across the State of Florida and other areas of the U.S.

Supervisor Meisel asked why the RFQ legal advertisement was sent to the *Herald Tribune* prior to the March Board meeting. Mr. Crosley replied that anticipating the Board's likely approval at the upcoming March meeting, the advertisement was submitted to the *Herald Tribune* so that it could run as quickly after the Board meeting as possible to increase the District's chances of getting respondents, but that if the Board did not give direction to proceed with the RFQ at the March meeting, the advertisement would have been pulled from publication. Mr. Crosley explained that it is a standard operating procedure for staff to be proactive and efficient, and to send notices to the newspaper which can be cancelled if that Board direction is not ultimately provided. As an example, District staff has already been working on coordinating with the newspaper to advertise a Shade Session during the May Board meeting.

Bryan Mantz of GovRates introduced himself and provided some background about his firm.

Supervisor Meisel commented that he done reference checks and had heard very good things about GovRates, and asked if GovRates had ever performed a rate study for a distributor. Mr. Mantz stated that each utility was different, but ultimately the process is essentially always the same— isolating costs, allocating benefits, and coming up with a rate.

There was further discussion with Board members and Mr. Mantz who answered questions about his firm, experience, and processes. There was consensus from the board that GovRates was qualified to perform the rate study

The Board had discussion on the benefits and drawbacks of having an Advisory Committee on the rate study. District Staff recommended that the Board rely upon its hired professional, whether GovRates or some other firm, to review and revise, if necessary, the irrigation rate structure and fees. District Staff recommended in any event that a number of public input and education meetings be held and the Board concurred.

Ms. Whelan explained that the RFQ process was a two-step process with the first step being Board consideration of whether the respondents are qualified and once a qualified respondent is selected, authorizing staff to negotiate an agreement, including pricing, with that vendor which will be brought back to the May Board meeting.

## **5. Discussion Regarding Repurposing Road Reserve Funds for Hurricane Storm Related Expenses**

Mr. Crosley discussed that at a meeting on March 10<sup>th</sup> with WVID Chairman Luczynski, William Crosley and with Gran Paradiso Property Owners Association Treasurer Pam Kantola and Manager Michelle LeCroy, there was discussion regarding hurricane related expenses specific to work completed by the Gran Paradiso POA immediately following the hurricane and the remaining work to be completed such as stump/tree debris removal. At that meeting, the Unit No. 3 finances were discussed and the fact that the 2022/2023 Unit 3 budget of \$267,000 had already been spent as of February 2023. The main driver for exceeding the Unit 3 budget only 6 months into the fiscal year was due to the legal expenses related to the Gran Paradiso POA irrigation lawsuit. The annual 2022/2023 budget for Unit 3 legal fees was \$100,000 and to date over \$300,000 has been spent by the District to defend itself in that litigation for the first six months of the fiscal year.

Mr. Crosley explained that the general fund balance for Unit 3 on March 30, 2023, totaled \$922,597 and the road reserves balance that have accumulated for road resurfacing in Unit 3 as of March 30, 2023, totaled \$593,683, which includes the allocation from assessments for fiscal year 2022/23. This leaves a fund balance of \$328,194. Outstanding expenses related to the work completed by the POA immediately following the hurricane is estimated at \$230,000 and remaining tree/stump debris removal is estimated at \$50,000. As a result, the Unit 3 fund balance will soon be depleted to an almost zero balance.

Supervisor Meisel stated that he felt that the cost of the litigation should be borne by Unit 3 until the date of the amended complaint which related to challenging the process related to the District's adoption of Resolution 2018-18, and that any legal work after that date should be charged to all of the residents in Unit No. 1. Ms. Whelan clarified for the Board that any work done specifically relating to the POA's challenge of Resolution 2018-18, versus their other allegations, was previously and is likely in the future to be minimal.

Supervisor Meisel further stated that the parties should come to a settlement and move forward with a new rate study and put this matter behind them. Chairman Luczynski responded that the District did not initiate the lawsuit and if a settlement is desired by the POA, then it should put together a settlement offer for the Board's review.

Chairman Luczynski noted that the Sarasota National POA has done two special assessments for \$3,100 to each unit for hurricane relief efforts just in January and February of this year. Most communities have submitted for reimbursement from their homeowner's insurance for up to \$2,000. He inquired with Supervisor Meisel and Ms. Kantola as to whether the POA has researched whether this could be done in Gran Paradiso also to allow for more efficient use of homeowner funds. Ms. Kantola noted that she has not researched this matter.

Mr. Crosley explained that the Gran Paradiso POA Maintenance Agreement with the District expressly provides that the timing and extent of the District repair and/or replacement in a force majeure event (such as we are in after the hurricane) is to be determined by the District in its sole discretion. Nothing contractually requires the District to coordinate work at any specific time if it

is decided it is best to proceed with the roadway resurfacing project now, and wait until FY 23/24 to coordinate this cleanup work when more funds are available.

## **6. Consider Proposal for Gran Paradiso Resurfacing**

This item was previously discussed with Item I2. No further discussion on this item ensued.

## **L. ADMINISTRATIVE MATTERS**

### **1. District Engineer**

There was no further report from the District Engineer.

### **2. District Attorney**

Ms. Whelan provided that Erica Klevers had left Goodwyn Mills Cawood and moved to a firm called DCMC Partners. The recommendation from staff, subject to Board approval, is to assign the GMC contract over to her new firm. The prior firm is comfortable with this occurring. In order to avoid delay and to ensure continuity in FEMA consulting coverage, it was suggested that the Board authorize the Chairman to coordinate with District Staff to effectuate the assignment.

A **MOTION** was made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously authorizing the Chairman to negotiate and execute an assignment of the FEMA consulting agreement with GMC to DCMC Partners.

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

There was no report from the District Operations' Manager.

### **4. District Manager**

Mr. Crosley reported that the District's Landowners' Meeting would take place on June 8, 2023. The deadline to submit a candidate's intent to run is May 9, 2023. With the great turnout today, he wanted to clarify a rumor that has been brought to the District's attention, confirming that District Staff has not been directed by the Board to work on any legislation that is in front of the State Legislature during the 2023 Legislative Session, including on any bills related to deannexation matters. He went on to note that per Board request at the March meeting, a "Meetings" tab had been created on the District website to help navigate to the meeting agenda and booklet, so those items should be easier to find.

The next scheduled meeting will be held May 11, 2023. During to ongoing technical difficulties at the Public Safety Building facility, the Board directed staff to not proceed with Zoom calls moving forward, until otherwise directed.

## **M. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

## **N. ADJOURNMENT**



There being no further business to come before the Board, the Regular Board Meeting was adjourned at 3:15 p.m. on a **MOTION** made by Mr. Lewis, seconded by Ms. Masney and passed unanimously.

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

## Miscellaneous Notices

Published in Sarasota Herald-Tribune on May 2, 2023

### Location

Sarasota County, Florida

### 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 May 11, 2023, at 11:00 a.m. in the Chambers Room of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286. 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)

PUBLISH: SARASOTA HERALD TRIBUNE 05/02/23

# WEST VILLAGES IMPROVEMENT DISTRICT

2017 West Villages Bond Requisitions Review

## Unit 3 – Gran Paradiso

Series 2017



**Reviewed by:**

Giffels-Webster Engineers, Inc.  
900 Pine Street, Suite 225  
Englewood, Florida 34223  
941-475-7981

Date: November 28, 2022

GWE Job # 6604

Revised date: April 3, 2023

## **BACKGROUND**

The West Villages Improvement District issued a special assessment revenue refunding bond, series 2017 for the Unit of Development No. 3 with various maturity dates.

Unit of Development #3 encompasses about 1068 acres of development north of US41, generally in the Gran Paradiso residential development area consisting of 1896 units.

The Unit 3 refunding Bonds were issued pursuant to resolution Nos 2005-38 and 2017-13 by the District Board adopted Nov 1, 2005, and June 29, 2017.

## **PURPOSE**

The purpose of the review was to determine if the requisitions and payments were for improvements of infrastructure within the Unit 3 area in general accordance with the bond requirements.

## **SUMMARY OF FINDINGS**

Giffels-Webster Engineers reviewed 16 requisitions for the 2017 West Villages Bond.

A total of 16 pay requisitions were reviewed. Some requisitions were for payment of one entity, and some were bundled with multiple entities.

The 16 requisitions are summarized in the following table. Ten entities received disbursements from the bond as follows:

Stantec Consulting Services, Inc.	\$ 158,790.75
E.T. Mackenzie of Florida, Inc.	\$ 598,085.72
Core & Main, L.P.	\$ 125,104.83
Lennar Homes, LLC	\$ 212,259.18
Applied Drilling Engineering, Inc.	\$ 6,494.68
Frederick Derr & Company, Inc.	\$ 13,450.00
Pond Professional, LLC	\$ 131,456.26
Nostalgic Lamppost & Mailboxes Plus	\$ 63,555.00
Florida Power & Light	\$ 6,509.86
West Village Improvement District	\$ 3,729.63
<b>Total</b>	<b>1,319,435.91</b>

The reclaimed water main is located from the entrance of Sarasota National to the irrigation lake in Gran Paradiso.

Two payments to Frederick Derr and Company were for Crosswalk ramp modifications (requisition 14-S) and Multimodal Widening and Paving of guardhouse parking lot which appears to be for infrastructure improvements within the boundary of the Unit 3 area.

**None of the 16 requisitions for the Unit 3 (2017) funds were found to be spent on improvements at the US 41 & West Villages Parkway Intersection.**

It is our opinion that all the payments summarized was either for the construction, materials, or the design of the reclaimed waterline, irrigation system or other improvements benefitting the Unit 3 development.

The following table summarizes the payments for each requisition.

2017 West Villages Bond Requisitions - Summary							
Date	Req #	Payee	\$ amount	Purpose	Fund/Account for disbursement	Description of work	Invoice No.
10/24/2017	1-S	Stantec Consulting	\$ 57,461.50	Reclaimed Waterline and Engr Report	Unit 3 Acquisition / Construction account #278512005	Utility Design & Permitting - US 41 Reclaimed Waterline	Stantec invoice 1220067
1/30/2018	2-S	Stantec Consulting	\$ 36,000.00	Unit 3-Reclaimed Waterline	Unit 3 Acquisition and Construction Account # 278512005	Utility Design & Permitting - US 41 Reclaimed Waterline	Stantec invoice 1272007 & 177310845
		West Villages Improvement District	\$ 1,250.00	Unit 3-Reclaimed Waterline	Unit 3 Acquisition and Construction Account # 278512005	Reimbursement of Permit Fees	
		2-S total	\$ 37,250.00				
4/2/2018	3-S	Stantec Consulting	\$ 11,467.50	Unit 3 – Reclaimed Waterline	Unit 3 Acquisition and Construction Account # 278512005	Utility Design & Permitting - US 41 Reclaimed Waterline	Stantec invoice 1325363, ,
		FPL	\$ 6,509.86	Unit 3 – Reclaimed Waterline	Unit 3 Acquisition and Construction Account # 278512005	FPL Transformer pad	FPL invoice 1800153728
		Applied Drilling Engineering, Inc.	\$ 1,038.68	Unit 3 – Reclaimed Waterline	Unit 3 Acquisition and Construction Account # 278512005	Goulds submersible Pump Repair Well 72	Applied Drilling Eng. Invoice 622
		3-S total	\$ 19,016.04				
6/15/2018	4-S	Stantec Consulting	\$ 6,624.11	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Utility Design/permitting /bidding - US 41 Reclaimed waterline	Stantec invoice 1312756 & 1352283
		Lennar Homes, LLC	\$ 161,052.50	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Gran Paradiso Phase 4B - 8" Ag supply line construction cost along Prestigio Boulevard	
		E.T. Mackenzie of FL, Inc.	\$ 149,328.87	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Construction of US 41 Reclaimed Waterline	E.T. Mackenzie Invoice App #1
		Core & Main, L.P.	\$ 98,692.98	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Materials for Construction for Reclaimed Watermain	Core & Main Invoice I876207, I825638, I825578, I851541, I826573, I877799
		4-S total	\$ 415,698.46				
8/1/2018	5-S	West Villages Improvement District	\$ 2,479.63	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Reimbursement of Permit Fees	
		E.T. Mackenzie of FL, Inc.	\$ 124,995.08	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Construction of US 41 Reclaimed Waterline	E.T. Mackenzie Invoice App #2
		Core & Main, L.P.	\$ 12,094.95	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Materials for Construction for Reclaimed Watermain	Core & Main Invoice I835966, J003615
		5-S total	\$ 139,569.66				
8/21/2018	6-S	E.T. Mackenzie of FL, Inc.	\$ 61,882.31	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Construction of US 41 Reclaimed Waterline	E.T. Mackenzie Invoice App #3
		Applied Drilling Engineering, Inc.	\$ 5,456.00	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	New 16" Wellhead, flow meter labor and materials	Applied Drilling Eng invoice 648
		6-S total	\$ 67,338.31				
9/20/2018	7-S	Core & Main, L.P.	\$ 14,316.90	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Materials for Construction for Reclaimed Watermain	Core & Main Invoice J481621, J452041, J328200
		Stantec Consulting	\$ 31,139.79	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Utility Design/permitting /bidding - US 41 Reclaimed waterline	Stantec invoice 1391138, 1375313, 1403484
		7-S total	\$ 45,456.69				
11/16/2018	8-S	E.T. Mackenzie of FL, Inc.	\$ 58,555.24	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Construction of US 41 Reclaimed Waterline	E.T. Mackenzie Invoice App #4
		Stantec Consulting	\$ 7,966.10	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Utility Design/permitting /bidding - US 41 Reclaimed waterline	Stantec invoice 1414943, 1417542
		8-S total	\$ 66,521.34				
12/17/2018	9-S	E.T. Mackenzie of FL, Inc.	\$ 143,515.65	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Construction of US 41 Reclaimed Waterline	E.T. Mackenzie Invoice App #5
2/26/2019	10-S	E.T. Mackenzie of FL, Inc.	\$ 59,808.57	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Construction of US 41 Reclaimed Waterline	E.T. Mackenzie Invoice App #6
6/24/2019	11-S	Stantec Consulting	\$ 8,131.75	Unit 3 – Reclaimed Waterline and Irrigation Lines	Unit 3 Acquisition and Construction Account # 278512005	Utility Design/permitting /bidding - US 41 Reclaimed waterline	Stantec invoice 1448383, 1491076
4/10/2020	12-S	Pond Professional, LLC	\$ 65,728.13	Unit 3 – Pond Project	Unit 3 Acquisition and Construction Account # 278512005	50% Aeration, electrical metering directional drilling, plantings	
10/20/2020	13-S	1 Nostalgic Lamppost & Mailboxes Plus	\$ 63,555.00	Unit 3	Unit 3 Acquisition and Construction Account # 278512005	Thermoplastic traffic striping, foundations for street signs, posts	invoice # 7941, 7940
10/22/2020	14-S	Frederick Derr & Company, Inc.	\$ 13,450.00	Unit 3	Unit 3 Acquisition and Construction Account # 278512005	Gran Paridiso Crosswalk Ramp Modifications	Invoice # 26049
		Pond Professional, LLC	\$ 65,728.13	Unit 3	Unit 3 Acquisition and Construction Account # 278512005	final 50% complete of pond	
		14-S total	\$ 79,178.13				
4/12/2021	15-S	Lennar Homes, LLC	\$ 22,731.00	Unit 3	Unit 3 Acquisition and Construction Account # 278512005	Construction of Sod and plantings	Invoice # GP 20-001
9/16/2021	16-S	Lennar Homes, LLC	\$ 28,475.68	Unit 3	Unit 3 Acquisition and Construction Account # 278512005	Multi Modal Widening & Paving Guardhouse Parking Lot	Invoice # GP 21-001, GP 20-002
		TOTAL	\$ 1,319,435.91				
			\$ 158,790.75	Utility Design Stantec			
			\$ 598,085.72	ETM Construction			
			\$ 125,104.83	Core & Main			
			\$ 212,259.18	Lennar Homes			
			\$ 6,494.68	Applied Drilling			
			\$ 13,450.00	Frederick Derr			
			\$ 131,456.26	Pond Professionals			
			\$ 63,555.00	Nostalgic Lampposts			
			\$ 6,509.86	Florida Power & Light			
			\$ 3,729.63	West Village Improvement district			
			\$ 1,319,435.91				



# WEST VILLAGES IMPROVEMENT DISTRICT

2006 West Villages Bond Requisitions Review

## Unit 3 – Gran Paradiso

Series 2006



### **Reviewed by:**

Giffels-Webster Engineers, Inc.  
900 Pine Street, Suite 225  
Englewood, Florida 34223  
941-475-7981

May 9, 2023

GWE Job # 6604

## **BACKGROUND**

The West Villages Improvement District issued a special assessment revenue refunding bond, series 2006 for the Unit of Development No. 3 with various maturity dates.

Unit of Development #3 encompasses about 1068 acres of development north of US41, generally in the Gran Paradiso residential development area consisting of 1896 units.

The Unit 3 refunding Bonds were issued pursuant to resolution Nos 2005-38 by the District Board adopted Nov 1, 2005.

In 2014 an audit was conducted by Grau & Associates. Note 6 – Long Term Liabilities discuss the Unit 3 bond restructuring:

### ***Series 2006 – Unit 3 Restructuring***

*During the current fiscal year, the district prepaid \$2,215,000 of Series 2006 bonds. The prepayment was an extraordinary mandatory redemption as outlined in the Bond Indenture. During the fiscal year ended September 30, 2014, Lennar purchased the Gran Paradiso Community Center from the District. As Lennar is both the Developer and Bondholder of Unit 3, it purchased the Community Center by eliminating outstanding Series 2006 Bonds in the amount of \$7,190,000. In addition, the Trustee delivered a notice of principal reduction and status of bond payments for the Unit 3 Series 2006 Bonds.*

*Per the notice: 1) the payment on the Series 2006 Bonds has been current since November 1, 2013, and 2) on May 2, 2014, \$10,650,000 of outstanding principal on the Bonds was cancelled, resulting in an outstanding principal balance of \$16,600,000 as of the current fiscal year end. As a result of these transactions, there was a gain on cancellation of debt of \$10,691,937 in the current fiscal year.*

*As a result, the District is now current on its Series 2006 Bond payments.*



## **PURPOSE**

The purpose of the review was to determine if the requisitions and payments were for improvements of infrastructure within the Unit 3 area in general accordance with the Bond requirements.

## **SUMMARY OF FINDINGS**

Giffels-Webster Engineers tabulated 463 requisitions for the 2006 West Villages Bond.

Broad categories for all 463 requisitions are summarized in the following table.

<b><u>Category</u></b>	<b><u>Amount</u></b>	<b><u>% of total</u></b>
Misc.	\$ 23,366.00	0.05%
Utility	216,524.68	0.28%
West Village Improvement District	\$ 161,649.14	0.34%
Supplies	\$500,249.42	1.18%
Engineering, CEI, CM	\$ 1,339,393.04	2.78%
Reimbursement to Gran Paradiso	\$ 7,608,379.18	15.77%
Legal/Insurance/Appraisal	\$ 14,930,622.03	31.05%
Construction	\$ 24,764,593.87	48.56%
<b>Total</b>	<b>\$ 48,237,337.52</b>	<b>100.00%</b>

It is our opinion that all the payments summarized was either for the construction, materials, legal or the design of the improvements benefitting the Unit 3 development based on and relying upon the engineering certification on each individual requisition.

Thirty-seven entities received disbursements from the Bond, summarized on the following page.

<b><u>Payee</u></b>	<b><u>Amount</u></b>	<b><u>% of total</u></b>
Linda Dickey	\$635.67	0.00%
Squire, Sanders & Depmsey L.L.P.	\$859.87	0.00%
Edwin L. Ford	\$962.50	0.00%
CK Home Products, Inc.	\$1,258.00	0.00%
Cardo Entrix	\$1,950.00	0.00%
FP&L	\$2,346.32	0.00%
American Arbitration Association	\$2,568.86	0.01%
Hoover Pumping Systems	\$2,681.80	0.01%
Vila & Son Landscaping Corp.	\$4,920.25	0.01%
Bass & Associates, Inc.	\$5,150.00	0.01%
Steve's Painting, Inc.	\$5,199.00	0.01%
H-D Supply Lumber and Building Materials	\$12,980.00	0.03%
Saunatec, Inc.	\$21,416.00	0.04%
US Bank	\$23,720.02	0.05%
Tomlinson Brothers Construction Co., Inc	\$30,987.00	0.06%
Stark Truss Company, Inc.	\$31,711.30	0.07%
Data Flow System, Inc.	\$31,953.24	0.07%
West Villages Improvement District	\$32,837.89	0.07%
Royce Integrated Solutions	\$37,062.00	0.08%
Schwab Ready Mix, Inc.	\$44,268.75	0.09%
Wells Fargo Ins. Services Southwest, Inc.	\$46,032.78	0.10%
Special District Services, Inc.	\$46,622.90	0.10%
Franklin Lighting, Inc.	\$51,047.99	0.11%
Norton, Hammersley, Lopez & Skokos, P.A.	\$51,535.06	0.11%
Air Centers of Florida	\$62,318.60	0.13%
Rexel Electrical & Datacom Supplies	\$81,083.30	0.17%
Fourth Quarter Properties XII, LLC	\$128,811.25	0.27%
City of North Port Utilities	\$133,095.06	0.28%
ITT Flygt	\$213,570.00	0.44%
Caldwell & Pacetti , LLP	\$393,642.30	0.96%
Lennar Homes	\$597,475.10	1.24%
Forsberg Construction, Inc	\$967,178.00	2.01%
Kimley-Horn and Associates, Inc.	\$1,291,499.23	2.68%
Delta Southern Construction	\$1,450,468.00	3.01%
Steven D. Hutton, P.L.	\$3,378,980.36	7.00%
Construction Technology Group	\$5,580,674.00	11.57%
Gran Paradiso I, LLC	\$7,608,379.18	15.77%
Boone, Boone, Boone, Koda & Frook Trust Account c/o Caldwell & Pacetti, LLP	\$11,003,971.60	22.81%
C & M Roadbuilders, Inc.	\$14,785,617.68	30.65%
<b>Total</b>	<b>\$48,237,337.52</b>	<b>100.00%</b>

The following tables summarize the specific payments for each requisition. The individual requisitions that this report was based on are available upon request.

2006 West Villages Bond Requisitions - Summary							
Date	Req #	Payee	\$ amount	Purpose	Fund/Account for disbursement	Description of work	Invoice No.
8/28/2007	91	Air Centers of Florida	\$8,746.60	Direct Material Purchase (DMP) Program; Gran Paradiso Phase I, Unit 3 P.O #003	Acquisition and Construction Account		E07457
10/30/2007	107	Air Centers of Florida	\$53,572.00	Direct Material Purchase (DMP) Program	Acquisition and Construction Account		P.O. #003; Invoice E07255
		subtotal	\$62,318.60				
2/23/2010	301	American Arbitration Association	\$2,493.75	Unit 3 - Mediation Cost Cae #32-110-00979-09 02 ADAR-R	Acquisition and Construction Account		
5/25/2010	334	American Arbitration Association	\$75.11	Unit 3 - Case #32-110-00979-09 02 ADAR-C	Acquisition and Construction Account		
		subtotal	\$2,568.86				
7/25/2006	10	Bass & Associates, Inc.	\$5,150.00	Appraisal Report for lands to be acquired in Unit 3	Acquisition and Construction Account		
		subtotal	\$5,150.00				
10/30/2007	108	Boone, Boone, Boone, Koda & Frook Trust Account c/o Caldwell & Pacetti, LLP	\$11,002,003.90	Unit 3 - Property Purchase between Gran Paradiso I, LLC, Gran Paradiso II, LLC and West Villages Improvement District	Acquisition and Construction Account	Legal	
9/23/2008	178	Boone, Boone, Boone, Koda & Frook Trust Account c/o Caldwell & Pacetti, LLP	\$1,967.70	Unit of Developoment No. 3, Payment of Purchase Price and Buyer's Closing costs for the District's Acquisition of the real property for the Community Center site, pursuant to sale and Purchase Agreement between Gran Paradiso I, LLC and WVID with Effective Date of May 19, 2008	Acquisition and Construction Account	Legal	
		subtotal	\$11,003,971.60				
6/27/2006	8	C & M Roadbuilders, Inc.	\$733,790.79	Progress Payment for Site Construction Request #6	Acquisition and Construction Account		
7/25/2006	12	C & M Roadbuilders, Inc.	\$1,084,093.47	Progress Payment for Site Construction Request #7	Acquisition and Construction Account		
8/22/2006	18	C & M Roadbuilders, Inc.	\$1,184,169.73	Progress Payment for Site Construction Request #8	Acquisition and Construction Account		
9/26/2006	23	C & M Roadbuilders, Inc.	\$1,280,587.21	Progress Payment for Site Construction Request #9	Acquisition and Construction Account		
10/26/2006	29	C & M Roadbuilders, Inc.	\$695,685.26	Progress Payment for Site Construction Request #10	Acquisition and Construction Account		
12/19/2006	37	C & M Roadbuilders, Inc.	\$453,740.75	Progress Payment for Site Construction Request #11	Acquisition and Construction Account		
1/23/2007	43	C & M Roadbuilders, Inc.	\$160,218.00	Progress Payment for Site Construction Request #12	Acquisition and Construction Account		
2/27/2007	49	C & M Roadbuilders, Inc.	\$2,124,721.44	Progress Payment for Site Construction Request #13	Acquisition and Construction Account		
3/27/2007	55	C & M Roadbuilders, Inc.	\$605,664.90	Progress Payment for Site Construction Request #14	Acquisition and Construction Account	Construction	
4/24/2007	62	C & M Roadbuilders, Inc.	\$473,109.07	Progress Payment for Site Construction Request #15	Acquisition and Construction Account	Construction	
5/22/2007	67	C & M Roadbuilders, Inc.	\$56,934.32	Progress Payment for Site Construction Request #16	Acquisition and Construction Account	Construction	
6/26/2007	75	C & M Roadbuilders, Inc.	\$680,828.29	Progress Payment for Site Construction Request #17	Acquisition and Construction Account	Construction	

7/24/2007	83	C & M Roadbuilders, Inc.	\$251,464.00	Progress Payment for Site Construction Request #18	Acquisition and Construction Account		
8/28/2007	90	C & M Roadbuilders, Inc.	\$252,121.11	Progress Payment for Site Construction Request #19	Acquisition and Construction Account		
10/9/2007	97	C & M Roadbuilders, Inc.	\$301,568.71	Progress Payment for Site Construction Request #20	Acquisition and Construction Account		
10/30/2007	104	C & M Roadbuilders, Inc.	\$460,154.77	Progress Payment for Site Construction Request #21	Acquisition and Construction Account	Construction	
11/27/2007	113	C & M Roadbuilders, Inc.	\$84,442.51	Progress Payment for Site Construction Request #22	Acquisition and Construction Account		
1/22/2008	124	C & M Roadbuilders, Inc.	\$38,000.00	Unit 3 - Progress Payment for Site Construction	Acquisition and Construction Account		Pay Request No. 23
2/26/2008	131	C & M Roadbuilders, Inc.	\$605,972.42	Unit 3 - Progress Payment for Site Construction	Acquisition and Construction Account		Pay Request No. 24
3/25/2008	138	C & M Roadbuilders, Inc.	\$84,286.42	Unit 3 - Progress Payment for Site Construction	Acquisition and Construction Account		Pay Request No. 25
4/30/2008	145	C & M Roadbuilders, Inc.	\$296,085.17	Unit 3 - Progress Payment for Site Construction	Acquisition and Construction Account		Pay Request No. 26
5/27/2008	152	C & M Roadbuilders, Inc.	\$476,761.72	Unit 3 - Progress Payment for Site Construction	Acquisition and Construction Account		Pay Request No. 27
6/24/2008	157	C & M Roadbuilders, Inc.	\$144,519.70	Unit 3 - Progress Payment for Site Construction	Acquisition and Construction Account		PayRequest No. 28
7/22/2008	163	C & M Roadbuilders, Inc.	\$5,462.50	Unit 3 - Progress Payment for Site Construction	Acquisition and Construction Account		Pay Request No. 29
9/23/2008	177	C & M Roadbuilders, Inc.	\$148,597.37	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering; Gran Paradiso Phase I	Pay Application No. 30
10/28/2008	184	C & M Roadbuilders, Inc.	\$58,547.42	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering; Gran Paradiso Phase I	Pay Application No. 31
1/27/2009	203	C & M Roadbuilders, Inc.	\$99,080.30	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 32
2/24/2009	210	C & M Roadbuilders, Inc.	\$344,420.40	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 33
3/24/2009	217	C & M Roadbuilders, Inc.	\$53,725.69	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 34
5/6/2009	232	C & M Roadbuilders, Inc.	\$24,465.73	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 35
7/28/2009	244	C & M Roadbuilders, Inc.	\$182,004.70	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 36 (partial Payment)
11/17/2009	270	C & M Roadbuilders, Inc.	\$16,655.45	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 37

12/8/2009	278	C & M Roadbuilders, Inc.	\$58,785.11	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 38
1/26/2010	287	C & M Roadbuilders, Inc.	\$32,709.40	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 39
2/23/2010	298	C & M Roadbuilders, Inc.	\$25,223.00	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 40
3/23/2010	309	C & M Roadbuilders, Inc.	\$566,312.46	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 41
4/27/2010	321	C & M Roadbuilders, Inc.	\$618,608.12	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 42
5/25/2010	333	C & M Roadbuilders, Inc.	\$22,100.27	Unit 3 - Gran Paradiso Phase 1	Acquisition and Construction Account		Pay Application No. 43
		subtotal	\$14,785,617.68				
5/23/2006	1	Caldwell & Pacetti , LLP	\$9,794.20	Unit 3 Legal; Matter ID W 1333004	Acquisition and Construction Account	Legal	133222
7/25/2006	13	Caldwell & Pacetti , LLP	\$14,044.24	Unit 3 Legal; Matter ID W 133004	Acquisition and Construction Account	Legal	113472
8/22/2006	16	Caldwell & Pacetti , LLP	\$7,578.83	Unit 3 Legal; Matter ID W 133004	Acquisition and Construction Account	Legal	113564
9/26/2006	20	Caldwell & Pacetti , LLP	\$1,182.06	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	113656
10/24/2006	26	Caldwell & Pacetti , LLP	\$5,249.23	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	113761
11/28/2006	31	Caldwell & Pacetti , LLP	\$6,217.95	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	113922
12/19/2006	33	Caldwell & Pacetti , LLP	\$3,116.75	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	113975
5/22/2007	64	Caldwell & Pacetti , LLP	\$1,357.33	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	114535
6/27/2006	6	Caldwell & Pacetti, LLP	\$9,168.32	Unit 3; Legal matter ID W133004	Acquisition and Construction Account	Legal	113285
1/23/2007	40	Caldwell & Pacetti, LLP	\$2,479.39	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	114111
2/27/2007	45	Caldwell & Pacetti, LLP	\$1,027.08	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	114274
3/27/2007	51	Caldwell & Pacetti, LLP	\$3,684.46	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	114342
4/24/2007	58	Caldwell & Pacetti, LLP	\$3,540.60	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	114460
6/26/2007	72	Caldwell & Pacetti, LLP	\$825.50	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	114632
7/24/2007	80	Caldwell & Pacetti, LLP	\$1,840.00	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	114680
8/28/2007	87	Caldwell & Pacetti, LLP	\$7,007.50	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	114809
10/9/2007	94	Caldwell & Pacetti, LLP	\$3,893.00	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	114844
10/30/2007	101	Caldwell & Pacetti, LLP	\$3,882.85	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	114991
11/27/2007	110	Caldwell & Pacetti, LLP	\$4,722.25	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	115061
12/18/2007	116	Caldwell & Pacetti, LLP	\$3,863.32	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account		115153
1/22/2008	120	Caldwell & Pacetti, LLP	\$1,616.12	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account		115286
2/26/2008	126	Caldwell & Pacetti, LLP	\$4,264.28	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	
3/25/2008	133	Caldwell & Pacetti, LLP	\$3,132.92	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	115511
4/30/2008	140	Caldwell & Pacetti, LLP	\$3,638.27	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	115586
5/27/2008	147	Caldwell & Pacetti, LLP	\$4,333.60	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	115726
6/24/2008	153	Caldwell & Pacetti, LLP	\$4,887.63	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	115838
7/22/2008	158	Caldwell & Pacetti, LLP	\$4,951.32	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	115979
8/26/2008	165	Caldwell & Pacetti, LLP	\$5,465.40	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	116086
9/23/2008	172	Caldwell & Pacetti, LLP	\$9,889.17	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	116249
10/28/2008	179	Caldwell & Pacetti, LLP	\$13,436.19	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	116360
11/25/2008	187	Caldwell & Pacetti, LLP	\$8,922.50	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	116472
12/9/2008	193	Caldwell & Pacetti, LLP	\$9,578.00	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	116573
1/27/2009	197	Caldwell & Pacetti, LLP	\$9,415.45	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	116660



2/24/2009	206	Caldwell & Pacetti, LLP	\$9,477.75	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	116729
3/24/2009	213	Caldwell & Pacetti, LLP	\$19,293.17	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account		116820
4/28/2009	222	Caldwell & Pacetti, LLP	\$1,491.25	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account		116994
5/26/2009	228	Caldwell & Pacetti, LLP	\$15,085.00	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	117074
6/23/2009	235	Caldwell & Pacetti, LLP	\$3,774.53	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account		117164
7/28/2009	239	Caldwell & Pacetti, LLP	\$5,732.00	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account		117233
8/25/2009	245	Caldwell & Pacetti, LLP	\$8,582.20	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	117341
9/22/2009	250	Caldwell & Pacetti, LLP	\$8,334.50	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	117432
10/27/2009	256	Caldwell & Pacetti, LLP	\$8,000.99	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	117534
11/17/2009	263	Caldwell & Pacetti, LLP	\$9,587.23	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	117639
11/17/2009	264	Caldwell & Pacetti, LLP	\$9,757.96	Unit 3 Legal; Matter ID 117640	Acquisition and Construction Account	Legal	117640
12/8/2009	272	Caldwell & Pacetti, LLP	\$3,490.00	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	117687
12/8/2009	273	Caldwell & Pacetti, LLP	\$225.00	Unit 3 Legal; Matter ID W133013	Acquisition and Construction Account	Legal	117688
1/26/2010	282	Caldwell & Pacetti, LLP	\$1,782.38	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	117829
1/26/2010	283	Caldwell & Pacetti, LLP	\$765.00	Unit 3 Legal; Matter ID W133014	Acquisition and Construction Account	Legal	117830
1/26/2010	284	Caldwell & Pacetti, LLP	\$9,757.96	Unit 3 Legal; Matter ID W133013	Acquisition and Construction Account	Legal	117640
2/23/2010	292	Caldwell & Pacetti, LLP	\$904.90	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	117912
2/23/2010	293	Caldwell & Pacetti, LLP	\$3,222.50	Unit 3 Legal; Matter ID W133014	Acquisition and Construction Account	Legal	117914
2/23/2010	294	Caldwell & Pacetti, LLP	\$256.20	Unit 3 Legal; Matter ID W133013	Acquisition and Construction Account	Legal	117913
3/23/2010	302	Caldwell & Pacetti, LLP	\$3,101.71	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	118024
3/23/2010	303	Caldwell & Pacetti, LLP	\$1,327.94	Unit 3 Legal; Matter ID W133014	Acquisition and Construction Account	Legal	118026
3/23/2010	304	Caldwell & Pacetti, LLP	\$1,005.00	Unit 3 Legal; Matter ID W133013	Acquisition and Construction Account	Legal	118025
3/23/2010	305	Caldwell & Pacetti, LLP	\$8,430.82	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	118027
4/27/2010	314	Caldwell & Pacetti, LLP	\$765.00	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	118121
4/27/2010	315	Caldwell & Pacetti, LLP	\$7,772.75	Unit 3 Legal; Matter ID W133014	Acquisition and Construction Account	Legal	118123
4/27/2010	316	Caldwell & Pacetti, LLP	\$247.50	Unit 3 Legal; Matter ID W133013	Acquisition and Construction Account	Legal	118122
4/27/2010	317	Caldwell & Pacetti, LLP	\$6,334.38	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	118124
5/25/2010	327	Caldwell & Pacetti, LLP	\$2,656.69	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	118235
5/25/2010	328	Caldwell & Pacetti, LLP	\$845.24	Unit 3 Legal; Matter ID W133014	Acquisition and Construction Account	Legal	118237
5/25/2010	329	Caldwell & Pacetti, LLP	\$1,685.00	Unit 3 Legal; Matter ID W133013	Acquisition and Construction Account	Legal	118236
5/25/2010	330	Caldwell & Pacetti, LLP	\$2,632.50	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	118238
5/25/2010	331	Caldwell & Pacetti, LLP	\$3,440.23	Unit 3 Legal; Matter ID W133016	Acquisition and Construction Account	Legal	118239
6/22/2010	340	Caldwell & Pacetti, LLP	\$1,683.31	Unit 3 Legal Matter ID W133004	Acquisition and Construction Account	Legal	118373
6/22/2010	341	Caldwell & Pacetti, LLP	\$612.94	Unit 3 Legal Matter ID W133014	Acquisition and Construction Account	Legal	118375
6/22/2010	342	Caldwell & Pacetti, LLP	\$2,194.25	Unit 3 Legal Matter ID W133015	Acquisition and Construction Account	Legal	118376
6/22/2010	343	Caldwell & Pacetti, LLP	\$2,718.30	Unit 3 Legal Matter ID W133016	Acquisition and Construction Account	Legal	118377
8/10/2010	345	Caldwell & Pacetti, LLP	\$1,002.84	Unit 3 Legal Matter ID W133004	Acquisition and Construction Account	Legal	118454
8/10/2010	346	Caldwell & Pacetti, LLP	\$3,082.50	Unit 3 Legal Matter ID W133013	Acquisition and Construction Account	Legal	118455
8/10/2010	347	Caldwell & Pacetti, LLP	\$2,386.93	Unit 3 Legal Matter ID W133015	Acquisition and Construction Account	Legal	118456
8/10/2010	348	Caldwell & Pacetti, LLP	\$1,809.34	Unit 3 Legal Matter ID W133016	Acquisition and Construction Account	Legal	118457
8/24/2010	353	Caldwell & Pacetti, LLP	\$1,147.50	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	118552
8/24/2010	354	Caldwell & Pacetti, LLP	\$379.43	Unit 3 Legal; Matter ID W133014	Acquisition and Construction Account	Legal	118554
9/28/2010	359	Caldwell & Pacetti, LLP	\$315.00	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	118671
9/28/2010	364	Caldwell & Pacetti, LLP	\$10,554.91	Unit 3 Legal; Unpaid Requisitions for CPES&V Legal Services; This replaces Requisitions: 263, 264, 272, 273, 282, 316, 327, 328, 329, 330, 331, 340, 341, 342, 345, 347, 348, 353 and 354	Acquisition and Construction Account	Legal	
10/26/2010	365	Caldwell & Pacetti, LLP	\$157.50	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	118751
8/30/2011	402	Caldwell & Pacetti, LLP	\$270.00	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	119823
8/30/2011	403	Caldwell & Pacetti, LLP	\$247.50	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	119825
8/30/2011	404	Caldwell & Pacetti, LLP	\$6,815.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	119826

9/27/2011	405	Caldwell & Pacetti, LLP	\$247.50	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	119923
9/27/2011	406	Caldwell & Pacetti, LLP	\$4,515.67	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	119924
10/25/2011	407	Caldwell & Pacetti, LLP	\$2,051.62	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	120048
12/5/2011	410	Caldwell & Pacetti, LLP	\$135.00	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	120139
12/5/2011	411	Caldwell & Pacetti, LLP	\$6,917.80	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	120138
12/13/2011	413	Caldwell & Pacetti, LLP	\$157.50	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	120240
12/13/2011	414	Caldwell & Pacetti, LLP	\$2,319.70	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	120241
1/13/2012	416	Caldwell & Pacetti, LLP	\$4,149.27	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	120362
2/28/2012	418	Caldwell & Pacetti, LLP	\$421.00	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	120412
2/28/2012	419	Caldwell & Pacetti, LLP	\$2,945.25	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	120414
3/27/2012	421	Caldwell & Pacetti, LLP	\$517.50	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	120467
3/27/2012	422	Caldwell & Pacetti, LLP	\$1,634.20	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	120469
4/24/2012	423	Caldwell & Pacetti, LLP	\$585.00	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	120558
4/24/2012	424	Caldwell & Pacetti, LLP	\$632.95	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	120560
6/26/2012	427	Caldwell & Pacetti, LLP	\$562.95	Unit 3 Legal; Matter ID W133015	Acquisition and Construction Account	Legal	120765
6/26/2012	428	Caldwell & Pacetti, LLP	\$275.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	120770
7/24/2012	430	Caldwell & Pacetti, LLP	\$5,263.24	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	120818
8/28/2012	431	Caldwell & Pacetti, LLP	\$550.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	120933
9/25/2012	432	Caldwell & Pacetti, LLP	\$1,004.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121024
10/1/2012	434	Caldwell & Pacetti, LLP	\$1,402.50	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121107
12/4/2012	435	Caldwell & Pacetti, LLP	\$2,530.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121197
12/3/2012	436	Caldwell & Pacetti, LLP	\$8,552.50	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121247
1/3/2013	438	Caldwell & Pacetti, LLP	\$8,501.39	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121395
2/6/2013	439	Caldwell & Pacetti, LLP	\$405.00	Unit 3 Legal; Matter ID W133004	Acquisition and Construction Account	Legal	121443
2/6/2013	440	Caldwell & Pacetti, LLP	\$959.32	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121445
3/7/2013	441	Caldwell & Pacetti, LLP	\$55.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121526
4/27/2013	442	Caldwell & Pacetti, LLP	\$385.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121595
6/25/2013	443	Caldwell & Pacetti, LLP	\$247.50	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121748
7/2/2013	444	Caldwell & Pacetti, LLP	\$962.50	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121872
8/5/2013	445	Caldwell & Pacetti, LLP	\$5,317.50	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121958
8/5/2013	446	Caldwell & Pacetti, LLP	\$770.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	121959
9/6/2013	447	Caldwell & Pacetti, LLP	\$4,815.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	122062
10/3/2013	448	Caldwell & Pacetti, LLP	\$495.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	122160
11/19/2013	449	Caldwell & Pacetti, LLP	\$3,465.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	122296
1/14/2014	450	Caldwell & Pacetti, LLP	\$3,080.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	122372
2/25/2014	451	Caldwell & Pacetti, LLP	\$1,284.22	Unit 3 Legal Matter ID W133013	Acquisition and Construction Account	Legal	122441
2/25/2014	452	Caldwell & Pacetti, LLP	\$3,162.50	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	122442
2/25/2014	453	Caldwell & Pacetti, LLP	\$1,324.77	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	122484
3/4/2014	454	Caldwell & Pacetti, LLP	\$82.50	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	122516
6/24/2014	455	Caldwell & Pacetti, LLP	\$880.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	122783
7/22/2014	457	Caldwell & Pacetti, LLP	\$1,980.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	122861
8/26/2014	458	Caldwell & Pacetti, LLP	\$1,842.50	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	122948
9/23/2014	459	Caldwell & Pacetti, LLP	\$220.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	123058
11/4/2014	460	Caldwell & Pacetti, LLP	\$1,320.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	123115
12/16/2014	461	Caldwell & Pacetti, LLP	\$165.00	Unit 3 Legal; Matter ID W133017	Acquisition and Construction Account	Legal	123210
		Subtotal	\$462,238.09				
12/12/2012	437	Edwin L. Ford P.A.	\$962.50	Unit 3 Legal; Matter - Mediation	Acquisition and Construction Account	Legal	
		Subtotal	\$962.50				
6/24/2014	456	Steven D. Hutton, P.L.	\$3,378,980.36	Unit 3 - Reimbursement for installed landscaping	Acquisition and Construction Account	Legal	
		Subtotal	\$3,378,980.36				

2/24/2009	211	City of North Port Utilities	\$12,526.74	Unit 3 - Flushing of WVID water lines at Gran Paradiso	Acquisition and Construction Account		
3/24/2009	221	City of North Port Utilities	\$1,882.24	Unit 3 - Flushing of WVID water lines at Gran Paradiso	Acquisition and Construction Account		
4/13/2010	313	City of North Port Utilities	\$113,422.45	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account	Permit No. 08-094; Impact Fees	
5/25/2010	337	City of North Port Utilities	\$1,171.59	Unit 3 Community Center Water Bill	Acquisition and Construction Account	Account #82791-172096	
5/25/2010	338	City of North Port Utilities	\$1,934.00	Unit 3 Community Center Water Bill	Acquisition and Construction Account	Account #82791-172096	
8/10/2010	351	City of North Port Utilities	\$590.49	Unit 3 - Community Center Water Bill	Acquisition and Construction Account	Account #82791-172096	
12/8/2009	280	City of North Port Utilities	\$979.36	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account	Water Bills for Clubhouse	
8/24/2010	357	City of North Port Utilities	\$588.19	Unit 3 - Community Center Water Bill	Acquisition and Construction Account	Account 82791-172096	
		Subtotal	\$133,095.06				
3/24/2009	220	CK Home Products, Inc.	\$1,258.00	Unit 3 - Gran Paradiso Gatehouse	Acquisition and Construction Account	Additional Door	
		Subtotal	\$1,258.00				
11/25/2008	191	Construction Technology Group	\$216,000.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 1
12/9/2008	196	Construction Technology Group	\$115,200.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 2
1/27/2009	202	Construction Technology Group	\$343,080.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 3
2/24/2009	209	Construction Technology Group	\$357,480.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 4
3/24/2009	216	Construction Technology Group	\$254,490.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 5
4/28/2009	225	Construction Technology Group	\$554,022.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 6
5/6/2009	231	Construction Technology Group	\$795,393.00	Unit 3 - Gran Parasido Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 7
6/23/2009	238	Construction Technology Group	\$437,347.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 8
7/28/2009	242	Construction Technology Group	\$313,975.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 9
8/25/2009	249	Construction Technology Group	\$263,091.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 10
9/22/2009	253	Construction Technology Group	\$108,059.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 11
10/27/2009	262	Construction Technology Group	\$296,944.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account	(VOID on Requisition)	Pay Application No. 12



11/17/2009	268	Construction Technology Group	\$215,254.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account	Revised - Req. #262 was voided	Pay Application No. 12
11/17/2009	269	Construction Technology Group	\$555,354.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 13
12/8/2009	277	Construction Technology Group	\$332,652.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 14
1/26/2010	291	Construction Technology Group	\$13,963.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		Pay Application No. 15
2/23/2010	299	Construction Technology Group	\$208,370.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account	Release of Retainage	
3/23/2010	312	Construction Technology Group	\$200,000.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account	Settlement and Final Payment	
		Subtotal	\$5,580,674.00				
5/22/2007	71	Data Flow System, Inc.	\$27,865.20	not listed	Acquisition and Construction Account		
11/27/2007	115	Data Flow System, Inc.	\$2,044.00	Construction - Direct Material Purchase Program	Acquisition and Construction Account	Lift Station Antennas for Telemetry	
4/30/2008	146	Data Flow System, Inc.	\$2,044.00	Unit 3 - Construction Direct Material Purchase (DMP) Program	Acquisition and Construction Account	DMPO No. 1 Lift Station Antennas	28523
		Subtotal	\$31,953.20				
12/19/2006	39	Delta Southern Construction	\$22,452.30	Gran Paradiso - Construction of Gatehouse	Acquisition and Construction Account	Construction	Pay Application No. 1
1/23/2007	44	Delta Southern Construction	\$54,810.00	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account	Construction	Pay Application No. 2
2/27/2007	50	Delta Southern Construction	\$94,757.40	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account	Construction	Pay Application No. 3
2/27/2007	56	Delta Southern Construction	\$58,927.50	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account	Construction	Pay Application No. 4
4/24/2007	63	Delta Southern Construction	\$112,416.30	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account	Construction	Pay Application No. 5
5/22/2007	68	Delta Southern Construction	\$97,287.66	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account	Construction	Pay Application No. 6
6/26/2007	77	Delta Southern Construction	\$128,153.70	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account	Construction	Pay Application No. 7
7/24/2007	86	Delta Southern Construction	\$277,246.34	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account	Construction	Pay Application No. 8
8/28/2007	92	Delta Southern Construction	\$169,478.83	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account	Construction	Pay Application No. 9

10/9/2007	98	Delta Southern Construction	\$117,093.60	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account	Construction	Pay Application No. 10
10/9/2007	100	Delta Southern Construction	\$62,923.53	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account		Pay Application No. 11
10/30/2007	105	Delta Southern Construction	\$167,825.39	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account	Construction	Pay Application No. 12
11/27/2007	114	Delta Southern Construction	\$29,704.60	Gran Paradiso - Construction of Guardhouse	Acquisition and Construction Account		Pay Application No. 13
12/18/2007	119	Delta Southern Construction	\$33,838.35	Gran Parasido - Construction of Guardhouse	Acquisition and Construction Account		Pay Application No. 14
2/26/2008	132	Delta Southern Construction	\$23,552.50	Unit 3 - Progress Payment for Gran Paradiso	Acquisition and Construction Account	Construction of Guardhouse	Pay Request No. 15 (Final Payment)
		Subtotal	\$1,450,468.00				
7/25/2006	11	Forsberg Construction, Inc	\$318,830.95	Unit 3 - Reuse Water Main	Acquisition and Construction Account		Pay Application No. 1
9/26/2006	24	Forsberg Construction, Inc	\$147,947.92	Unit 3 - Reuse Water Main	Acquisition and Construction Account		Pay Application No. 2
10/26/2006	30	Forsberg Construction, Inc	\$312,832.90	Unit 3 - Reuse Water Main	Acquisition and Construction Account		Pay Application No. 3
12/19/2006	36	Forsberg Construction, Inc	\$136,311.49	Unit 3 - Reuse Water Main	Acquisition and Construction Account		Pay Application No. 4
1/23/2007	42	Forsberg Construction, Inc	\$51,254.74	Unit # - Reuse Water Main	Acquisition and Construction Account		Final Pay Application
		Subtotal	\$967,178.00				
6/27/2006	9	Fourth Quarter Properties XII, LLC	\$128,811.25	Reimbursement of professional fees advanced pursuant to Asset Purchase Agreement	Acquisition and Construction Account		
		Subtotal	\$128,811.25				
4/27/2010	326	FP&L	\$564.23	Unit 3 Gran Paradiso FP&L Bill	Acquisition and Construction Account	Account #90154-73318	
5/25/2010	339	FP&L	\$933.14	Unit 3 Clubhouse Electric Bill	Acquisition and Construction Account	Account #90154-73318	
8/10/2010	352	FP&L	\$848.95	Unit 3 - Community Center Electric Bill	Acquisition and Construction Account	Account #90154-73318	
		Subtotal	\$2,346.32				
10/27/2009	261	Franklin Lighting, Inc.	\$50,683.99	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		DMPO No. 5
11/17/2009	267	Franklin Lighting, Inc.	\$364.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		DMPO No. 5
		Subtotal	\$51,047.99				
10/28/2008	186	Gran Paradiso I, LLC	\$200,478.00	Unit 3 - Reuse Pump Station Acquisition Agreement;	Acquisition and Construction Account	Irrigation Pump Station Exhiit No. 1 (VOID on Requisition)	
2/10/2009	204	Gran Paradiso I, LLC	\$181,345.20	Unit 3 - Gran Paradiso Reimbursement under the February 10, 2009 Pump Station Acquisition Agreement	Acquisition and Construction Account		

12/14/2010	385	Gran Paradiso I, LLC	\$19,132.80	Unit 3 - Gran Paradiso Reimbursement under the February 10, 2009 Pump Station Acquisition Agreement for retainage by Gran Paradiso I, LLC., c/o Sam Rodgers Properties	Acquisition and Construction Account		
11/25/2008	192	Gran Paradiso I, LLC and Sam Rodgers Properties, Inc.	\$93,110.21	Unit 3 - Payment of Additional Reimbursement Amount for Reimbursement for Additional Facility Reimbursables and Reimbursable Services in connection with the Gran Paradiso Community and Recreation Center Facility under the Acquisition Agreement dated March 4, 2008 as amended by First Amendment date July 22, 2008	Acquisition and Construction Account		
2/10/2009	205	Gran Paradiso I, LLC and Sam Rodgers Properties, Inc.	\$299,487.98	Unit 3 - Payment of the Purchase price for the improvements and services specified on Exhibit "a" pages A-2 through A-4 of the February 10, 2009 Improvement Acquisition Agreement	Acquisition and Construction Account		
2/10/2009	212	Gran Paradiso I, LLC and Sam Rodgers Properties, Inc.	\$181,345.20	Unit 3 - Gran Paradiso Reimbursement under the February 10, 2009 Pump Station Acquisition Agreement	Acquisition and Construction Account		
5/23/2006	2	Grand Paradiso I, LLC	\$165,519.29	Reimbursement for Permit Fee expenditures	Acquisition and Construction Account		
5/23/2006	3	Grand Paradiso I, LLC	\$1,044,730.00	Reimbursement for Permit Fee expenditures	Acquisition and Construction Account		
5/23/2006	4	Grand Paradiso I, LLC	\$3,660,218.99	Reimbursement for Permit Fee expenditures	Acquisition and Construction Account		
9/26/2006	25	Grand Paradiso I, LLC	\$140,587.12	Reimbursement for Permit Fee expenditures under Construction Assignment Agreement dated 4/25/2006	Acquisition and Construction Account		
12/19/2006	38	Grand Paradiso I, LLC	\$501,603.82	Reimbursement for Professional Fee and Construction Reimbursement under Construction Assignment Agreement dated 4/25/2006	Acquisition and Construction Account		
6/26/2007	79	Grand Paradiso I, LLC	\$158,644.25	Reimbursement for Professional Fee and Construction Reimbursement under Construction Assignment Agreement dated 4/25/2006	Acquisition and Construction Account	Construction	
3/25/2008	139	Grand Paradiso I, LLC	\$91,921.69	Unit 3 - Reimbursement for Underground Distribution Facilities Installation (FP&L)	Acquisition and Construction Account		
7/22/2008	164	Grand Paradiso I, LLC & Sam Rodgers Properties, Inc.	\$870,254.63	Unit # 3 - Payment of Purchase Price for Reimbursement of Expenses and for Purchase of Contracts and Services for the Gran Paradiso Community and Recreation Center Facility under Acquisitions Agreement date March 4, 2008, as amended by First Amendment date July 22, 2008	Acquisition and Construction Account		
		Subtotal	\$7,608,379.18				
5/22/2007	70	H-D Supply Lumber and Building Materials	\$12,980.00	Direct Material Purchase (DMP) Program	Acquisition and Construction Account	Roof Trusses	PO# 002
		Subtotal	\$12,980.00				
1/26/2010	288	Hoover Pumping Systems	\$2,681.80	Unit 3 - Gran Paradiso Upgrades to P	Acquisition and Construction Account	Upgrades to Pump Station	73657
		Subtotal	\$2,681.80				

7/24/2007	85	ITT Flygt	\$213,570.00	Direct Material Purchase (DMP) Program; Gran Paradiso Phase I, Unit 3 P.O #002	Acquisition and Construction Account		07443405; 07443406; 07443416 and 07443417
		Subtotal	\$213,570.00				
6/27/2006	5	Kimley-Horn and Associates, Inc.	\$18,338.81	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2493728
7/25/2006	15	Kimley-Horn and Associates, Inc.	\$22,117.01	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2510964
8/22/2006	19	Kimley-Horn and Associates, Inc.	\$12,012.70	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2551875
9/26/2006	21	Kimley-Horn and Associates, Inc.	\$20,140.62	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2598039
10/26/2006	27	Kimley-Horn and Associates, Inc.	\$18,578.51	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2648871
12/19/2006	34	Kimley-Horn and Associates, Inc.	\$30,513.54	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2690850, 2732067
1/23/2007	41	Kimley-Horn and Associates, Inc.	\$9,837.43	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2773593
2/27/2007	46	Kimley-Horn and Associates, Inc.	\$17,670.93	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2840293
2/27/2007	47	Kimley-Horn and Associates, Inc.	\$2,899.64	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2840285
4/10/2007	52	Kimley-Horn and Associates, Inc.	\$15,577.30	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2860137
3/27/2007	53	Kimley-Horn and Associates, Inc.	\$1,294.38	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2860148
4/24/2007	59	Kimley-Horn and Associates, Inc.	\$9,646.56	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2906638
4/24/2007	60	Kimley-Horn and Associates, Inc.	\$7,412.45	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2906603
5/22/2007	65	Kimley-Horn and Associates, Inc.	\$6,620.93	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2951187
5/22/2007	66	Kimley-Horn and Associates, Inc.	\$1,624.81	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2951131
6/26/2007	73	Kimley-Horn and Associates, Inc.	\$14,325.73	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	3019574
6/26/2007	74	Kimley-Horn and Associates, Inc.	\$7,008.47	Unit 3 - District Engineering Services	Acquisition and Construction Account	Engineering	2999341
7/24/2007	81	Kimley-Horn and Associates, Inc.	\$7,761.16	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3040994
7/24/2007	82	Kimley-Horn and Associates, Inc.	\$5,385.24	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3040996
8/28/2007	88	Kimley-Horn and Associates, Inc.	\$6,280.80	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3088954
8/28/2007	89	Kimley-Horn and Associates, Inc.	\$2,223.24	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3088936
10/9/2007	95	Kimley-Horn and Associates, Inc.	\$8,427.13	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3149413
10/9/2007	96	Kimley-Horn and Associates, Inc.	\$13,186.76	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3149410
10/30/2007	102	Kimley-Horn and Associates, Inc.	\$20,639.32	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3170881
10/30/2007	103	Kimley-Horn and Associates, Inc.	\$1,547.18	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3170851
11/27/2007	111	Kimley-Horn and Associates, Inc.	\$7,480.92	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3229584
11/27/2007	112	Kimley-Horn and Associates, Inc.	\$2,859.71	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3210882
12/18/2007	117	Kimley-Horn and Associates, Inc.	\$1,178.50	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3247881
1/22/2008	121	Kimley-Horn and Associates, Inc.	\$894.63	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3300045
1/22/2008	122	Kimley-Horn and Associates, Inc.	\$2,899.98	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	Nov. 2007 Invoice #3247879; Dec. 2007 Invoice #3300019
2/26/2008	127	Kimley-Horn and Associates, Inc.	\$621.99	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3330969
2/26/2008	128	Kimley-Horn and Associates, Inc.	\$5,049.81	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3341560
2/26/2008	129	Kimley-Horn and Associates, Inc.	\$14,573.09	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3350019
3/25/2008	134	Kimley-Horn and Associates, Inc.	\$1,639.27	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3383173
3/25/2008	135	Kimley-Horn and Associates, Inc.	\$2,039.51	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3383163
3/25/2008	136	Kimley-Horn and Associates, Inc.	\$8,323.98	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3383278
4/30/2008	141	Kimley-Horn and Associates, Inc.	\$2,716.43	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3416067
4/30/2008	142	Kimley-Horn and Associates, Inc.	\$6,104.47	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3416064
4/30/2008	143	Kimley-Horn and Associates, Inc.	\$3,445.69	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3416074
5/27/2008	148	Kimley-Horn and Associates, Inc.	\$2,587.50	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR104 WVID11 GP Gatehouse	3463586
5/27/2008	149	Kimley-Horn and Associates, Inc.	\$10,980.34	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3463583



5/27/2008	150	Kimley-Horn and Associates, Inc.	\$4,244.24	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3463594
6/24/2008	154	Kimley-Horn and Associates, Inc.	\$10,870.53	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3499650
6/24/2008	155	Kimley-Horn and Associates, Inc.	\$16,629.00	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3492648
7/22/2008	159	Kimley-Horn and Associates, Inc.	\$316.12	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3527455
7/22/2008	160	Kimley-Horn and Associates, Inc.	\$4,011.33	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3526469
7/22/2008	161	Kimley-Horn and Associates, Inc.	\$5,250.00	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR129 WVID19 Phase I ESA; Unit 3 Const	3526209
8/26/2008	166	Kimley-Horn and Associates, Inc.	\$7,226.78	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3581199
8/26/2008	167	Kimley-Horn and Associates, Inc.	\$2,631.82	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3581242
8/26/2008	168	Kimley-Horn and Associates, Inc.	\$2,250.00	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR129 WVID19 Phase I ESA; Unit 3 Const	3571294
8/26/2008	169	Kimley-Horn and Associates, Inc.	\$2,650.00	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR131 WVID21 GP COMM CTR; WORK AUTH #2008-05	3571295
8/26/2008	170	Kimley-Horn and Associates, Inc.	\$1,000.00	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR132 WVID22 GP COMM CTR; WORK AUTH #2008-06;	3571296
9/23/2008	173	Kimley-Horn and Associates, Inc.	\$3,888.99	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3608777
9/23/2008	174	Kimley-Horn and Associates, Inc.	\$17,179.97	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3608825
9/23/2008	175	Kimley-Horn and Associates, Inc.	\$2,570.00	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR132 WVID22 GP COMM CTR; WORK AUTH #2008-06;	3608811
10/28/2008	180	Kimley-Horn and Associates, Inc.	\$10,046.90	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3643596
10/28/2008	181	Kimley-Horn and Associates, Inc.	\$19,680.51	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3643603
10/28/2008	182	Kimley-Horn and Associates, Inc.	\$1,530.00	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR132 WVID22 GP COMM CTR; WORK AUTH #2008-06;	3643009
11/25/2008	188	Kimley-Horn and Associates, Inc.	\$20,208.17	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3676647
11/25/2008	189	Kimley-Horn and Associates, Inc.	\$13,636.07	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3676654
12/9/2008	194	Kimley-Horn and Associates, Inc.	\$9,806.69	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3709004
12/9/2008	195	Kimley-Horn and Associates, Inc.	\$20,944.16	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3709011
1/27/2009	198	Kimley-Horn and Associates, Inc.	\$13,102.53	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3747424
1/27/2009	199	Kimley-Horn and Associates, Inc.	\$11,043.36	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3747426
2/24/2009	207	Kimley-Horn and Associates, Inc.	\$25,579.71	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3776974
2/24/2009	208	Kimley-Horn and Associates, Inc.	\$36,189.98	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3777009
3/24/2009	214	Kimley-Horn and Associates, Inc.	\$14,391.64	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3799860
3/24/2009	215	Kimley-Horn and Associates, Inc.	\$60,292.40	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3805524
4/28/2009	223	Kimley-Horn and Associates, Inc.	\$11,655.57	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3825831
4/28/2009	224	Kimley-Horn and Associates, Inc.	\$45,347.46	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3826221
5/26/2009	229	Kimley-Horn and Associates, Inc.	\$16,319.01	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3854065
5/26/2009	230	Kimley-Horn and Associates, Inc.	\$25,579.28	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3854108
6/23/2009	236	Kimley-Horn and Associates, Inc.	\$7,604.31	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3881019
6/23/2009	237	Kimley-Horn and Associates, Inc.	\$67,976.73	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3880893
7/28/2009	240	Kimley-Horn and Associates, Inc.	\$18,786.27	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3906801
7/28/2009	241	Kimley-Horn and Associates, Inc.	\$35,941.11	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3906817
8/25/2009	246	Kimley-Horn and Associates, Inc.	\$13,951.78	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3933015
8/25/2009	247	Kimley-Horn and Associates, Inc.	\$18,298.27	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3933022
9/22/2009	251	Kimley-Horn and Associates, Inc.	\$9,242.73	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3958639
9/22/2009	252	Kimley-Horn and Associates, Inc.	\$27,853.77	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3958646
10/27/2009	257	Kimley-Horn and Associates, Inc.	\$9,404.10	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	3984364
10/27/2009	258	Kimley-Horn and Associates, Inc.	\$25,198.63	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	3984370
11/17/2009	265	Kimley-Horn and Associates, Inc.	\$5,553.25	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4009947
11/17/2009	266	Kimley-Horn and Associates, Inc.	\$21,574.95	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4009954
12/8/2009	275	Kimley-Horn and Associates, Inc.	\$2,324.59	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4033808
12/8/2009	276	Kimley-Horn and Associates, Inc.	\$22,408.97	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4033815
1/26/2010	285	Kimley-Horn and Associates, Inc.	\$5,962.43	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4060248
1/26/2010	286	Kimley-Horn and Associates, Inc.	\$17,852.33	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4060723
2/23/2010	295	Kimley-Horn and Associates, Inc.	\$2,799.65	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4083833
2/23/2010	296	Kimley-Horn and Associates, Inc.	\$13,610.56	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4083842
2/23/2010	297	Kimley-Horn and Associates, Inc.	\$21,931.47	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR153 WVID35 PS-US-CTG; Unit 3 WA No: 2010-01	4090200
3/23/2010	306	Kimley-Horn and Associates, Inc.	\$3,720.59	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4106719
3/23/2010	307	Kimley-Horn and Associates, Inc.	\$18,296.46	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4106725

3/23/2010	308	Kimley-Horn and Associates, Inc.	\$12,966.27	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR153 WVID35 PS-US-CTG; Unit 3 WA No: 2010-01	4106753
4/27/2010	318	Kimley-Horn and Associates, Inc.	\$3,237.95	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4130895
4/27/2010	319	Kimley-Horn and Associates, Inc.	\$6,709.69	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4130901
4/27/2010	320	Kimley-Horn and Associates, Inc.	\$18,931.84	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR153 WVID35 PS-US-CTG; Unit 3 WA No: 2010-01	4143977
5/25/2010	332	Kimley-Horn and Associates, Inc.	\$3,206.19	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4155272
6/22/2010	344	Kimley-Horn and Associates, Inc.	\$2,427.34	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4179826
8/10/2010	349	Kimley-Horn and Associates, Inc.	\$5,301.97	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4203773
8/10/2010	350	Kimley-Horn and Associates, Inc.	\$1,524.35	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4203767
8/24/2010	355	Kimley-Horn and Associates, Inc.	\$12,360.72	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4229629
8/24/2010	356	Kimley-Horn and Associates, Inc.	\$1,220.90	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4229625
9/28/2010	360	Kimley-Horn and Associates, Inc.	\$5,278.67	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4252250
9/28/2010	361	Kimley-Horn and Associates, Inc.	\$3,304.85	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4254531
10/26/2010	366	Kimley-Horn and Associates, Inc.	\$8,319.48	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4268813
10/26/2010	367	Kimley-Horn and Associates, Inc.	\$3,085.15	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	
11/16/2010	374	Kimley-Horn and Associates, Inc.	\$12,001.90	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4303386
11/16/2010	375	Kimley-Horn and Associates, Inc.	\$4,842.83	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4293994
12/14/2010	382	Kimley-Horn and Associates, Inc.	\$7,177.98	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4327227
12/14/2010	383	Kimley-Horn and Associates, Inc.	\$1,656.39	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4317906
1/25/2011	386	Kimley-Horn and Associates, Inc.	\$4,228.42	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4352155
1/25/2011	387	Kimley-Horn and Associates, Inc.	\$2,199.73	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4365325
2/22/2011	390	Kimley-Horn and Associates, Inc.	\$1,399.83	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction; 048421008.2	4377433
2/22/2011	392	Kimley-Horn and Associates, Inc.	\$1,707.07	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const; 048421016.2	4377389
3/22/2011	393	Kimley-Horn and Associates, Inc.	\$546.00	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4410146
3/22/2011	394	Kimley-Horn and Associates, Inc.	\$735.45	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4402821
4/26/2011	396	Kimley-Horn and Associates, Inc.	\$938.05	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4428435
4/26/2011	397	Kimley-Horn and Associates, Inc.	\$605.19	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4428442
3/24/2011	398	Kimley-Horn and Associates, Inc.	\$594.66	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR126 WVID17 GP REC/COMM; Unit 3 Const	4455033
3/24/2011	399	Kimley-Horn and Associates, Inc.	\$1,236.69	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4455027
5/28/2011	400	Kimley-Horn and Associates, Inc.	\$542.04	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4487234
7/26/2011	401	Kimley-Horn and Associates, Inc.	\$274.98	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4503232
10/25/2011	408	Kimley-Horn and Associates, Inc.	\$410.48	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction 048421008.2	4597786
12/5/2011	409	Kimley-Horn and Associates, Inc.	\$371.01	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction 048421008.2	4614255
12/13/2011	412	Kimley-Horn and Associates, Inc.	\$923.57	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction 048421008.2	4650842
12/30/2011	415	Kimley-Horn and Associates, Inc.	\$399.95	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction 048421008.2	4676735
3/27/2012	420	Kimley-Horn and Associates, Inc.	\$149.99	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction 048421008.2	4723375
4/24/2012	425	Kimley-Horn and Associates, Inc.	\$520.99	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction 048421008.2	4750276
12/28/2012	417	Kimley-Horn and Associates, Inc.	\$399.95	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction 048421008.2	4697004
5/22/2012	426	Kimley-Horn and Associates, Inc.	\$99.99	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction 048421008.2	4777396
7/24/2012	429	Kimley-Horn and Associates, Inc.	\$99.99	Unit 3 - District Engineering Services	Acquisition and Construction Account	TR97 WVID09 Unit 3 Construction	4833263
		Subtotal	\$1,292,770.14				
3/23/2010	311	Linda Dickey	\$408.09	Unit 3 - Public Hearing Meeting (Court Reporter) for meeting on 2/23/10	Acquisition and Construction Account		
4/27/2010	324	Linda Dickey	\$227.58	Unit 3 - SHAD Session Meeting (Court Reporter) for meeting on 3/23/10	Acquisition and Construction Account		
		Subtotal	\$635.67				
1/12/2010	281	Norton, Hammersley, Lopez & Skokos, P.A.	\$10,000.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account	Retainer for outside counsel relating to construction contract dispute	
2/23/2010	300	Norton, Hammersley, Lopez & Skokos, P.A.	\$13,189.44	Unit 3 - Legal; Bill #89403	Acquisition and Construction Account		
3/23/2010	310	Norton, Hammersley, Lopez & Skokos, P.A.	\$19,678.78	Unit 3 - Legal; Bill #89907	Acquisition and Construction Account		

4/27/2010	322	Norton, Hammersley, Lopez & Skokos, P.A.	\$5,826.84	Unit 3 - Legal; Bill #90354	Acquisition and Construction Account		
4/27/2010	323	Norton, Hammersley, Lopez & Skokos, P.A.	<u>\$2,840.00</u>	Unit 3 - Legal; Bill #90355	Acquisition and Construction Account		
		Subtotal	<u>\$51,535.06</u>				
7/28/2009	243	Rexel Electrical & Datacom Supplies	\$63,680.96	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		DMPO No. 4
11/17/2009	271	Rexel Electrical & Datacom Supplies	\$17,183.30	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		DMPO No. 4
12/8/2009	279	Rexel Electrical & Datacom Supplies	\$219.04	Unit 3 - Gran Parasido Recreation and Community Center	Acquisition and Construction Account		DMPO No. 4
		Subtotal	<u>\$81,083.30</u>				
1/22/2008	125	Royce Integrated Solutions	\$10,025.00	Unit 3 - Gran Paradiso Guardhouse	Acquisition and Construction Account	DMPO No. 4	35680
10/30/2007	106	Royce Parking Control System, Inc.	<u>\$27,037.00</u>	Direct Material Purchase (DMP) Program	Acquisition and Construction Account		P.O. #003; Invoice 34524; 34525; 34526; 34527
		Subtotal	<u>\$37,062.00</u>				
5/6/2009	233	Saunatec, Inc.	\$7,075.00	Unit 3 - Gran Parasido Recreation and Community Center	Acquisition and Construction Account		DMPO No. 2
9/22/2009	254	Saunatec, Inc.	\$782.24	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		DMPO No. 3
10/27/2009	259	Saunatec, Inc.	<u>\$13,558.76</u>	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		DMPO No. 3
		Subtotal	<u>\$21,416.00</u>				
3/27/2007	57	Schwab Ready Mix, Inc.	\$18,314.50	Direct Material Purchase (DMP) Program	Acquisition and Construction Account		P.O. #001, Invoice 30216118; 30216120; 302164347; 30217028; 30277036; 30217034; 30217038; 30217032; 30217030; 30217479; 30218041; 30218134; 30218316; 30218233; 30218784
5/22/2007	69	Schwab Ready Mix, Inc.	\$19,300.25	Direct Material Purchase (DMP) Program	Acquisition and Construction Account		P.O. #001, Invoice 30219176; 30219261; 30219072; 30218970; 30219464; 30220408; 30219729; 30220174; 30220091; 30220578; 30220824; 30220915; 30221077; 30221158; 30221233; 30221387
6/26/2007	76	Schwab Ready Mix, Inc.	\$6,134.00	Direct Material Purchase (DMP) Program	Acquisition and Construction Account		PO #001, Invoice #30222031; 30221501; 3022370, 30222186; 30222114; 30221654; 30222957; 30222726; 30222440
7/24/2007	84	Schwab Ready Mix, Inc.	<u>\$520.00</u>	Direct Material Purchase (DMP) Program	Acquisition and Construction Account		PO #001, Invoice 30224552



		Subtotal	\$44,268.75				
6/27/2006	7	Special District Services, Inc.	\$546.28	Reimbursement for Unit 3 Construction Advisory Services for May 2006	Acquisition and Construction Account	Construction	
7/25/2006	14	Special District Services, Inc.	\$105.00	Reimbursement for Unit 3 Construction Advisory Services for June 2006	Acquisition and Construction Account	Construction	
8/22/2006	17	Special District Services, Inc.	\$1,663.65	Reimbursement for Unit 3 Construction Advisory for July 2006 and Construction Management Hourly Services for June-July 2006	Acquisition and Construction Account	Construction	2006-462, 2006-464
9/26/2006	22	Special District Services, Inc.	\$472.50	Reimbursement for Unit 3 Construction Advisory Services for August 2006	Acquisition and Construction Account	Construction	2006-526
10/26/2006	28	Special District Services, Inc.	\$809.13	Reimbursement for Unit 3 Construction Advisory Services for Septemer 2006	Acquisition and Construction Account	Construction	2006-627
11/28/2006	32	Special District Services, Inc.	\$1,407.55	Reimbursement for Unit 3 Construction Advisory Services for October 2006	Acquisition and Construction Account	Construction	2006-693
12/19/2006	35	Special District Services, Inc.	\$988.25	Reimbursement for Unit 3 Construction Advisory Services for November 2006	Acquisition and Construction Account	Construction	2006-766
2/27/2007	48	Special District Services, Inc.	\$1,871.90	Reimbursement for Unit 3 Construction Advisory Services for January 2007	Acquisition and Construction Account	Construction	2007-076
3/27/2007	54	Special District Services, Inc.	\$2,719.20	Reimbursement for Unit 3 Construction Advisory Services for February 2007	Acquisition and Construction Account	Construction	2007-159
4/24/2007	61	Special District Services, Inc.	\$1,318.25	Reimbursement for Unit 3 Construction Advisory Services for March 2007	Acquisition and Construction Account	Construction	2007-229
6/26/2007	78	Special District Services, Inc.	\$1,297.95	Reimbursement for Unit 3 - Construction Advisory Services for April - May 2007	Acquisition and Construction Account	Construction	2007-292; 2007-362
8/28/2007	93	Special District Services, Inc.	\$1,174.35	Reimbursement for Unit 3 - Construction Advisory Services for June 2007	Acquisition and Construction Account	Construction	2007-502
10/9/2007	99	Special District Services, Inc.	\$2,291.90	Reimbursement for Unit 3 - Construction Advisory Services for July 2007 and August 2007	Acquisition and Construction Account		2007-509; 2007-578
10/30/2007	109	Special District Services, Inc.	\$1,123.95	Unit 3 - Construction Management	Acquisition and Construction Account	Construction	2007-698
12/18/2007	118	Special District Services, Inc.	\$1,123.85	Unit 3 - Construction Management Services	Acquisition and Construction Account	Construction Advisory Services - Oct. 2007	2007-768
1/22/2008	123	Special District Services, Inc.	\$1,274.05	Unit 3 - Construction Management Services	Acquisition and Construction Account	Construction Advisory Services - Dec. 2007	2007-911
2/26/2008	130	Special District Services, Inc.	\$1,836.15	Unit 3 - Construction Management Services	Acquisition and Construction Account	Construction Advisory Services - Jan 2008	2008-073
3/25/2008	137	Special District Services, Inc.	\$405.00	Unit 3 - Construction Management Services	Acquisition and Construction Account	Construction Advisory Services - Feb 2008	2008-144
4/30/2008	144	Special District Services, Inc.	\$3,963.15	Unit 3 - Construction Management Services	Acquisition and Construction Account	Construction Advisory Services-Mar. 2008	2008-222
5/27/2008	151	Special District Services, Inc.	\$1,647.55	Unit 3 - Construction Management Services	Acquisition and Construction Account	Construction Advisory Services-April 2008	2008-298
6/24/2008	156	Special District Services, Inc.	\$1,121.65	Unit 3 - Construction Management Services	Acquisition and Construction Account	Construction Advisory Services-May 2008	2008-373
7/22/2008	162	Special District Services, Inc.	\$1,122.25	Unit 3 - Construction Mangement Service	Acquisition and Construction Account	Construction Advisory Services-June 2008	2008-450
8/26/2008	171	Special District Services, Inc.	\$886.55	Unit 3 - Construction Management Services	Acquisition and Construction Account	Construction Advisory Services-July 2008	2008-527
9/23/2008	176	Special District Services, Inc.	\$1,552.50	Unit 3 - Construction Mangement Service	Acquisition and Construction Account	Construction Advisory Services-August 2008	2008-603
10/28/2008	183	Special District Services, Inc.	\$1,935.30	Unit 3 - Construction Mangement Service	Acquisition and Construction Account	Construction Advisory Services-Sept 2008	2008-732
11/25/2008	190	Special District Services, Inc.	\$1,286.55	Unit 3 - Construction Management Services	Acquisition and Construction Account	Construction Advisory Services-Oct. 2008	2008-807
1/27/2009	200	Special District Services, Inc.	\$1,502.95	Unit 3 - Construction Advisory Services	Acquisition and Construction Account	Nov. 2008	2008-877
1/27/2009	201	Special District Services, Inc.	\$1,503.35	Unit 3 - Construction Advisory Services	Acquisition and Construction Account	Dec. 2008	2008-961
3/24/2009	218	Special District Services, Inc.	\$1,636.50	Unit 3 - Construction Advisory Services	Acquisition and Construction Account	Feb. 2009	
4/28/2009	226	Special District Services, Inc.	\$1,637.60	Unit 3 - Construction Advisory Services	Acquisition and Construction Account	Jan. 2009 (VOID on Requisition)	2009-076
4/28/2009	227	Special District Services, Inc.	\$2,673.00	Unit 3 - Construction Advisory Services	Acquisition and Construction Account	March/April 2009 (VOID on Requisition)	2009-233
8/25/2009	248	Special District Services, Inc.	\$640.00	Unit 3 - Construction Management	Acquisition and Construction Account		2009-541



4/27/2010	325	Special District Services, Inc.	\$1,085.09	Unit 3 Gran Paradiso;	Acquisition and Construction Account	Reimbursement of FP&L Bills paid out of Operating Account (VOID on Requisition) "pulled from batch - made out to incorrect pay cc, should have been payable to WVID not SDS. Will reissue for May board meeting"	
		Subtotal	\$46,622.90				
2/22/2011	391	Squire, Sanders & Depmsey L.L.P.	\$859.87	Unit 3 - Legal	Acquisition and Construction Account	Legal	8597790
		Subtotal	\$859.87				
3/24/2009	219	Stark Truss Company, Inc.	\$29,320.00	Unit 3 - Gran Paradiso Recreation and Community Center	Acquisition and Construction Account		DMPO No. 2
5/6/2009	234	Stark Truss Company, Inc.	\$2,391.30	Unit 3 - Gran Parasido Recreation and Community Center	Acquisition and Construction Account		DMPO No. 2
		Subtotal	\$31,711.30				
3/22/2011	395	Steve's Painting, Inc.	\$5,199.00	Unit 3 - Painting to Address Cracking Problem During Construction of the Gran Paradiso Clubhouse	Acquisition and Construction Account		1302
		Subtotal	\$5,199.00				
10/26/2010	370	Tomlinson Brothers Construction Co., Inc	\$7,158.60	Unit 3 - Stucco and Joint Repair to Gran Paradiso Cluhouse	Acquisition and Construction Account		P2010164-Draw 1
10/26/2010	371	Tomlinson Brothers Construction Co., Inc	\$1,290.00	Unit 3 - Stucco and Joint Repair to Gran Paradiso Cluhouse	Acquisition and Construction Account		P2010165-Draw 1
11/16/2010	378	Tomlinson Brothers Construction Co., Inc	\$16,703.40	Unit 3 - Stucco and Joint Repair to Gran Paradiso Cluhouse	Acquisition and Construction Account		P2010164-Draw 2
11/16/2010	379	Tomlinson Brothers Construction Co., Inc	\$3,010.00	Unit 3 - Stucco and Joint Repair to Gran Paradiso Gatehouse	Acquisition and Construction Account		P2010165-Draw 2
11/16/2010	380	Tomlinson Brothers Construction Co., Inc	\$2,825.00	Unit 3 - Stucco and Joint Repair to Gran Paradiso Gatehouse	Acquisition and Construction Account		P2010221-Change Orders
		Subtotal	\$30,987.00				
9/22/2009	255	US Bank	\$10,227.24	Unit 3 - Legal Fees	Acquisition and Construction Account	Matter #064862.00004	8492005
10/27/2009	260	US Bank	\$1,550.00	Unit 3 - Legal Fees	Acquisition and Construction Account	Matter #064862.00004	8497925
12/8/2009	274	US Bank	\$11,942.78	Unit 3 Legal	Acquisition and Construction Account	Matter #064862.00004	8517055
		Subtotal	\$23,720.02				
8/24/2010	358	Vila & Son Landscaping Corp.	\$600.00	Unit 3 - Community Center Landscaping	Acquisition and Construction Account		6923
10/26/2010	372	Vila & Son Landscaping Corp.	\$1,277.38	Unit 3 - Community Center Grow in Phase Services	Acquisition and Construction Account		Pay Application No. 4
10/26/2010	373	Vila & Son Landscaping Corp.	\$600.00	Unit 3 - Community Center Grow in Phase Services	Acquisition and Construction Account		7066
11/16/2010	381	Vila & Son Landscaping Corp.	\$861.79	Unit 3 - Community Center Grow in Phase Services	Acquisition and Construction Account		Pay Application No. 5
12/14/2010	384	Vila & Son Landscaping Corp.	\$790.54	Unit 3 - Community Center Grow in Phase Services	Acquisition and Construction Account		Pay Application No. 6
1/25/2011	389	Vila & Son Landscaping Corp.	\$790.54	Unit 3 - Community Center Grow in Phase Services	Acquisition and Construction Account		Pay Application No. 7
		Subtotal	\$4,920.25				
10/28/2008	185	Wells Fargo Insurance Services Southwest, Inc.	\$43,641.13	Unit 3 - Builders Risk Insurance for Gran Paradiso Recreation and Community Center	Acquisition and Construction Account	Legal	
1/26/2010	290	Wells Fargo Insurance Services Southwest, Inc.	\$2,391.65	Unit 3 - Builders Risk Insurance for Gran Paradiso Recreation and Community Center	Acquisition and Construction Account	Legal	

		Subtotal	\$46,032.78				
1/26/2010	289	West Villages Improvement District	\$1,514.25	Unit 3 - Gran Parasido - Reimbursement to WVID Operating Account	Acquisition and Construction Account	Pd 12-8-2009 to Hoover Pumping Systems Ck #1630)	
5/25/2010	335	West Villages Improvement District	\$1,085.09	Unit 3 Gran Paradiso; Reimbursement of FP&L Bills paid out of WVID Operating Account	Acquisition and Construction Account		
5/25/2010	336	West Villages Improvement District	\$24,241.00	Unit 3 Community Center; Builder's Risk Insurance; Reimbursement to WVID Operating Account	Acquisition and Construction Account		
9/28/2010	362	West Villages Improvement District	\$973.77	Unit 3 - for Reimbursement to WVID operating Account (pd ck #1755) for payment of FPL bill	Acquisition and Construction Account	Account 90154-73318	
9/28/2010	363	West Villages Improvement District	\$633.19	Unit 3 - Reimbursement to WVID operating Account (pd ck #1751) for payment of North Port Utilities Water Bill for Gran Paradiso Club House	Acquisition and Construction Account		
10/26/2010	368	West Villages Improvement District	\$1,184.29	Unit 3 - For Reimbursement to WVID operating Account for payment of North Port Utilitlies Water Bill for Gran Paradiso Community Center	Acquisition and Construction Account		
10/26/2010	369	West Villages Improvement District	\$808.08	Unit 3 - For Reimbursement to WVID operating Account for payment of FPL Bill; Account #90154-73318	Acquisition and Construction Account		
11/16/2010	376	West Villages Improvement District	\$594.13	Unit 3 - For Reimbursement to WVID operating Account for payment of North Port Utilitlies Water Bill for Gran Paradiso Community Center; Account 71791-172096 for 20125 Renaissance Blvd.	Acquisition and Construction Account		
11/16/2010	377	West Villages Improvement District	\$580.17	Unit 3 - For Reimbursement to WVID operating Account for payment of FPL Bill; Acct #90154-73318	Acquisition and Construction Account		
1/25/2011	388	West Villages Improvement District	\$1,223.92	Unit 3 - For reimbursement to WVID Operating Account for Payment of FPL Bill; Acct #90154-73318	Acquisition and Construction Account		
		Subtotal	\$32,837.89				
9/25/2012	433	Cardno Entrix	\$1,950.00	Unit 3-Environmental water supply/Transition Plan	Acquisition and Construction Account		81113
		Subtotal	\$1,950.00				
1/26/2016	462	Lennar Homes, LLC	\$61,017.10	Unit 3 - Phase two - Lakes 1, 3, & lake outfall conveyance pipes	Acquisition and Construction Account		
1/26/2016	463	Lennar Homes, LLC	\$536,458.00	Unit 3 - Phase three - Renaissance Blvd Extension	Acquisition and Construction Account		
		Subtotal	\$597,475.10				
		TOTAL	\$48,237,337.52				

## RESOLUTION 2023-10

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR THE DISTRICT'S ROADWAY RESURFACING PROJECT; 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, to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and

**WHEREAS**, while the District has previously prequalified contractors for certain construction activities and services, including roadway resurfacing services, the District now determines that it is in its best interests to competitively solicit proposals from both prequalified and any other contractors through a Request for Proposals ("RFP") process for its roadway resurfacing project relative to the Gran Paradiso development (the "Project"); and

**WHEREAS**, the Board desires to approve in substantial form the RFP notice and Evaluation Criteria for the Project attached hereto as **Exhibit A**; and

**WHEREAS**, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare a final RFP project manual for the Project, and other documents that are in the best interests of the District; and

**WHEREAS**, the Board further desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP.

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

**SECTION 1.** All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

**SECTION 2.** The Board hereby approves in substantial form the documents attached hereto as **Exhibit A**, and subject to further review and revision by District staff as finally approved by the Chairman or Vice Chairman.

**SECTION 3.** The Board hereby authorizes the Chairman, in consultation with District staff, to 1) effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of

the additional documents necessary to prepare the RFP; and 2) approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP. Consistent with such approvals, the Chairman, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to effect the procurement contemplated by the RFP, and all acts and things that may be desirable or consistent with the RFP's requirements or intent. The Chairman and Secretary are hereby further authorized to execute any and all documents necessary to affect the RFP. The Vice Chairman shall be authorized to undertake any action herein authorized to be taken by the Chairman, in the absence or unavailability of the Chairman, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

**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 11th day of May 2023.

ATTEST:

**WEST VILLAGES IMPROVEMENT  
DISTRICT**

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

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

**Exhibit A:** RFP Notice and Evaluation Criteria

## Exhibit A

### WEST VILLAGES IMPROVEMENT DISTRICT

#### REQUEST FOR PROPOSAL FOR GRAN PARADISO ROADWAY RESURFACING PROJECT

Notice is hereby given that the West Villages Improvement District (the “District”) will receive proposals for the following District project:

#### **Gran Paradiso Roadway Resurfacing Project**

The contract will require contractors to provide for the construction, labor, materials and equipment necessary to construct and install certain roadway resurfacing improvements relative to the roadway resurfacing project relative to public roadways located within the District’s Gran Paradiso development, including any other associated scopes necessary to complete such improvements, as more particularly described in the Project Manual and in accordance with the plans and specifications. By submitting a proposal, Proposers understand and agree that the project shall be completed within seventy (70) calendar days of issuance of the Notice to Proceed.

The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available for public inspection and may be obtained by email request from the District Engineer, Giacomo Licari at [glicari@dewberry.com](mailto:glicari@dewberry.com) beginning **May 15, 2023 at 8:00 a.m.**

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications must be filed with the District within 72 hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$10,000.00. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Special District Services, Inc., 19503 S West Villages Parkway, #A3, Venice, Florida 34293. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorneys’ fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 2004-456, *Laws of Florida*, the District’s Rules of Procedure, and other law.

Firms desiring to provide construction services for the referenced project must submit one (1) original and one (1) electronic copy of the required proposal no later than **11:00 a.m. on July 6, 2023** at the offices of District Manager, Special District Services Inc. at 19503 S West Villages Parkway, #A3, Venice, Florida 34293. The District will conduct a special public meeting at the offices of the District Manager, Special District Services Inc. at 19503 S West Villages Parkway, #A3, Venice, Florida 34293, at such time to publicly open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 2004-456, *Laws of Florida*. A copy of the agenda for the meeting may be obtained from the District Manager. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to 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 before the meeting by contacting Special District Services, Inc., the District Manager, at (941) 244-2703. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

As further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the proposal opening.

The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with section 255.05, *Florida Statutes*.

All questions regarding the Project Manual or this project shall be directed in writing only to the District's Engineer, Giacomo Licari at [glicari@dewberry.com](mailto:glicari@dewberry.com), with a copy to District Counsel, Lindsay Whelan, at [lindsay.whelan@kutakrock.com](mailto:lindsay.whelan@kutakrock.com) by **June 29, 2023 at 5:00 P.M.** No phone inquiries please.

**WEST VILLAGES IMPROVEMENT DISTRICT**  
**Request for Proposals – Gran Paradiso Roadway Resurfacing Project**  
**Evaluation Criteria**

1. *Personnel.* (10 Points)

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer’s Experience.* (20 Points)

(E.g., past record and experience of the respondent with West Villages Improvement District (the “District”); past record and experience in similar projects and with other special districts and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (10 Points)

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

4. *Financial Capability.* (10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

5. *Price.* (25 Total Points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor’s fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. *Schedule.* (25 Points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer’s ability to credibly complete the project within the Proposer’s schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT  
DISTRICT AND GOVRATES, INC., FOR PUBLIC UTILITY IRRIGATION RATE  
STUDY SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 11th day of May 2023, by and between:

**West Villages Improvement District**, a local unit of special-purpose government established pursuant to Chapter 2004-456, Laws of Florida, as amended, and located within the City of North Port and Sarasota County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

**GovRates, Inc.**, a Florida corporation, with a mailing address of 1988 Varick Way, Casselberry, Florida 32707-2409 (the “Consultant,” together with District, the “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements including irrigation distribution improvements; and

**WHEREAS**, the District provides irrigation quality water to customers within the District’s Unit of Development No. 6; and

**WHEREAS**, the District has a need to retain an independent consultant to provide public utility irrigation rate study services for i) the review of the District’s existing irrigation rate structure and currently charged rates; ii) the development of any recommended adjustments or alternatives to the District’s existing irrigation rate structure; and iii) the development and determination of recommended applicable rates for applicable recommended irrigation rate structures (the “Services”); and

**WHEREAS**, in accordance with Section 287.055, *Florida Statutes*, the District’s Board of Supervisors (the “Board”) solicited qualifications statements and at its April 13, 2023 meeting ranked Consultant as the most qualified firm to provide the Services for the District and authorized the negotiation of a contract for such services pursuant to Section 287.055, *Florida Statutes*; and

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

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



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

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

**SECTION 2. SCOPE OF SERVICES; MANNER OF CONSULTANT'S PERFORMANCE.** The duties, obligations and responsibilities of the Consultant are to provide the Services for the District as set forth in more detail in **Exhibit A**.

- A.** Consultant shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities to provide the Services are met to the satisfaction of the District and in accordance with this Agreement. While providing the Services identified in this Agreement, the Consultant shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to ensure the completion of the Services.
- B.** The District hereby designates its District Manager to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the Services.

**SECTION 3. COMPENSATION.**

- A.** Consultant shall perform the Services, identified and defined in Section 2 herein, and shall be compensated on an hourly basis in accordance with the schedule of rates set forth in the attached **Exhibit B**, plus reimbursable costs, for a total amount not to exceed Thirty-Five Thousand Dollars (\$35,000).
- B.** Payments shall be due monthly according to the amount of work completed to date and submission of a monthly invoice as set forth herein. Consultant agrees to render each monthly invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Consultant the payment within thirty (30) days of receipt of each invoice. The Consultant shall maintain records conforming to usual accounting practices. The District reserves the right to inspect all work completed and, in its sole discretion, deny payment on any work not satisfactorily performed.
- C.** If the District should desire additional work or services not provided in **Exhibit A**, the Consultant agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Consultant shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Consultant unless done at the direction of the District.

#### SECTION 4. INSURANCE.

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

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

- B. If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Consultant shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.
- C. The District, its officers, supervisors, agents, staff, and representatives, shall be named as additional insured parties on the General and Auto Liability policies. The Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to completing the services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best’s Insurance Reports rating of at least A-, Class VII.
- D. If the Consultant fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**SECTION 5. INDEPENDENT CONTRACTOR.** The District and Consultant agree and acknowledge that Consultant shall serve as an independent contractor of the District. Neither the Consultant nor employees of the Consultant, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws

or otherwise. The Consultant agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Consultant, if any, in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, Consultant and each of its agents, servants, employees, or anyone directly or indirectly employed by Consultant shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Consultant or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 7. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, the Consultant and each of its agents, servants, employees, or anyone directly or indirectly employed by the Consultant, shall maintain the generally accepted standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by the Consultant that contain errors, conflicts, or omissions will be promptly corrected by the Consultant at no cost to the District.

**SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 9. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 10. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Consultant.

**SECTION 11. AUTHORIZATION.** The execution of this Agreement has been duly

authorized by the appropriate body or official of the District and the Consultant, both the District and the Consultant have complied with all the requirements of law, and both the District and the Consultant have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 12. NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

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

**If to Consultant:** GovRates, Inc.  
1988 Varick Way  
Casselberry, Florida 32707-2409  
Attn: Bryan Mantz

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 13. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Consultant as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Consultant.

**SECTION 14. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or

corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

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

**SECTION 17. INDEMNIFICATION.** The Consultant agrees, to the fullest extent permitted by law, to indemnify, and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fee and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement. The Consultant agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 18. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 19. TERMINATION.** The District agrees that the Consultant may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Consultant agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Consultant. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Consultant shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Consultant as the sole means of recovery for termination.

**ARTICLE 20. PUBLIC RECORDS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant

acknowledges that the designated public records custodian for the District is **William Crosley** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, WCROSLEY@SDSINC.ORG, OR AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 32817.**

**SECTION 21. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 22. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 23. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the Agreement between the parties relating to the subject matter of this Agreement.

**SECTION 24. SCRUTINIZED COMPANIES STATEMENT.** Consultant certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Consultant is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this

Agreement.

**SECTION 25. E-VERIFY REQUIREMENTS.** The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, *Florida Statutes*.

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

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

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

**SECTION 26. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Consultant agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

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

**ATTEST:**

**WEST VILLAGES IMPROVEMENT  
DISTRICT**

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

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

**WITNESS:**

**GOVRATES, INC.**

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

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

Its:\_\_\_\_\_

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


**Exhibit A:**    Scope of Services

**Exhibit B:**    Hourly Rates



## Exhibit A

### Scope of Services



Utility, Financial, Rate, and Management  
Consultants for Governments  
[www.govrates.com](http://www.govrates.com)

May 1, 2023

West Villages Improvement District  
2501A Burns Road  
Palm Beach Gardens, FL 33410

**Subject: Proposal to Perform Irrigation Water Rate Study**

Pursuant to a Request for Qualifications issued by the West Villages Improvement District (the "District"), GovRates, Inc. ("GovRates") greatly appreciates the opportunity to submit this proposal to provide utility consulting services to the District. This proposal provides a scope of services and not-to-exceed budget for performing an irrigation water rate study (the "Project").

The project team (the "Project Team") will work with the District staff to develop state-of-the-art financial models with all of the analyses that the District staff could use internally on an ongoing basis long after Project completion. Multiple drafts of the financial model will be provided to the District staff so that the staff can provide feedback regarding how the model can be optimized. Following project completion, GovRates offers free ongoing customer support on the use of our financial models.

### Scope of Services





The following is a detailed overview of the major tasks to be performed for the Project. Many of the tasks are interrelated and will be performed concurrently.

#### Task 1: Administration and Coordination with the District

The Project Team will work with the District staff to initiate the Project; review compiled information; finalize management goals and objectives for the Project; establish financial policies and targets; recognize key issues to be addressed during the analyses; and identify primary staff members to interview as part of the financial planning process. We will discuss with the District staff any legal, operational, economic, or political constraints that may exist.

The Project Team uses Microsoft Teams and other virtual platforms to provide real-time review of our financial / rate models and Project deliverables with clients. Teams sessions:

- Are very cost-effective, as they eliminate travel time and expenses.
- Can be scheduled with minimal lead time.



1 of 11

## GovRates

Utility, Financial, Rate, and Management  
Consultants for Governments

[www.govrates.com](http://www.govrates.com)

- Allow the working group to have more frequent meetings to communicate results, ideas, plans, and strategies as well as to address issues and help keep the Project on schedule and within budget.
- Enable the Project to move forward during times of social distancing.

We will establish a shared Project folder via Microsoft Teams to enable working group members to share files (e.g., data and deliverables). All of the data will be organized in the shared Project folder so that working group members can see what has been provided.

The Project Team will attend up to five (5) onsite meetings during the Project that may include:

- Meeting with the District staff.
- Meeting with the District Board of Supervisors.
- Public / customer outreach meeting
- Meeting with other stakeholders or other interested parties.

Other meetings for the Project are anticipated to be conducted virtually via Microsoft Teams or another virtual platform.

### Task 2: Data Collection and Review

To perform the rate study as efficiently as possible, the Project Team will collect as much information as possible at the beginning of the study process. A detailed data request will be prepared for the District staff to compile information pertaining to the operation of the utility system. This information will include customer and sales statistics, budgets, the multi-year capital improvement program, fund / cash balances, monthly operating reports / treatment information, debt repayment schedules and corresponding debt agreements, etc. We anticipate that follow-up data requests may be required during the study. We will review compiled information as soon as it is received to identify current issues. One of our fundamental goals is to ensure that the Project is performed efficiently and cost-effectively and that we make the best use of District staff time during onsite and virtual meetings. As previously mentioned, we will organize the data in a shared Project folder.

### Task 3: Irrigation Water Rate Review

#### Historical Customer Statistical Compilation

The Project Team will compile historical customer statistics based on reports generated from the District's billing system for up to five (5) years for the irrigation system to evaluate trends in customer growth; billed consumption / sales / flow; and the average billed usage or flow per customer. The Project Team will apply the customer statistics to the District's rates for the historical period to derive revenue totals. If the revenues reconcile within the acceptable limits,





the Project Team will have assurance that the detailed financial model would provide a reasonable platform from which to make customer and revenue projections.

#### Projected Customer Statistics, User Rate Revenues, and Other Operating Revenues

The Project Team will prepare a forecast of customers and usage requirements for the District's irrigation system. The forecast will include the current budget year and extend up to 10 additional years (collectively, the "Forecast Period").

Based on the detailed customer billing information and corresponding forecast of customer growth and use, the Project Team will develop user rate revenue projections for the Forecast Period. The revenue forecast will also include projections of operating revenues other than user rate revenues and interest income (both unrestricted and restricted based on statutory and case law and as defined in documents associated with the irrigation system's outstanding and anticipated debt).

The financial model will have the flexibility to automatically adjust the rate / revenue projections based on changes in rates, consumption, and customer accounts.

#### Development of Projected Revenue Requirements

The Project Team will prepare a financial projection of the net revenue requirements for the irrigation system that represents the funding requirements to be recovered through the user fee revenues. The Project Team will consider:

- Recent historical financial operations.
- Budgeted operations and maintenance expenses.
- Anticipated source of irrigation water and associated cost.
- Current and anticipated irrigation water supply agreements.
- Any expected cost trends or incremental operating expenses anticipated due to upgrades as a result of regulatory requirements and other investments included in the multi-year capital improvement plan.
- Multi-year capital improvement program and projected funding sources, especially capital needs identified in the District's master plan.
- Any other funding criteria as provided by the District, such as developer reimbursements.
- Other non-operating revenue requirements such as debt service and renewal / replacement funding requirements.

The financial model will have the flexibility to automatically adjust the financial forecast and projected rate adjustments based on changes identified by the District staff such as:



- New facilities / infrastructure improvements and vehicle replacements.
- Staffing changes.
- Adjustments to capital needs.

The Project Team will work with the District staff to evaluate and recommend minimum reserve fund balances and policies related to financial performance.

Additional details regarding this task:

*Operating Expense Projections* – Operating expense projections will be performed in sufficient detail to capture the driving factors behind each expenditure and to recognize any incremental operating expenses as mentioned previously. The operating expenses are anticipated to be projected in budgetary format.

*Capital Improvement Program Funding Analysis* – This analysis involves i) reviewing in detail the multi-year capital improvement program (e.g., master plan) and other engineering planning documents for the irrigation system; and ii) performing a funding analysis to identify available sources of funds for financing of the capital improvement program and the estimated level of utility user rate revenues needed throughout the Forecast Period. The analysis will also include the development of a flow of funds analysis to evaluate cash flow balances in each specific fund of the irrigation system and to estimate interest income earned on unrestricted and restricted fund balances.

A component of the capital improvement program funding analysis will be the identification of a renewal and replacement funding policy or funding plan for the Forecast Period which will be included as i) a component of the revenue requirements to be recovered from rates; and ii) a source of funds for the capital improvement program funding analysis. The ultimate funding level reflected in revenue sufficiency analysis will depend on a variety of factors, including but not limited to i) compliance with the rate covenants pursuant to documents associated with outstanding and anticipated debt; ii) rate impacts; iii) overall capital program needs; and iv) current asset service lives.

*Other Revenue Requirements* – To meet the financial obligations of the irrigation system, the Project Team will review the various financial aspects of the system to potentially recognize other revenue requirements that may need to be allocated or included in the financial forecast. We will assist in the identification of financial benchmarks and policies / practices (in addition to those identified in the District's current fiscal policies or practices) in terms of:

- Working capital maintenance.
- Funding of deposits to the renewal and replacement fund (or capital fund equivalent).
- Compliance with the rate covenants as defined in documents associated with outstanding and anticipated debt.





- Funding of departmental capital for items such as vehicles and equipment.
- Any developer reimbursements or other transfer requirements that may be associated with the irrigation system.

Based on the preceding tasks and for each scenario that the District would like to explore, the Project Team will prepare for the District's consideration a summary of the total net revenue requirements of the irrigation system and the associated revenue levels and recommended adjustments – expressed as a percentage above the revenues produced from the existing rates – needed for each year of the Forecast Period.

The financial model will contain a sources and uses of funds tab. The projected sources of funds will equal the uses of funds for each scenario.

*Rate Covenant Compliance Review* – This task will be conducted to satisfy the rate covenant requirements and the flow of fund requirements as defined in documents associated with the outstanding and anticipated / projected utility system debt. The compliance analyses will be performed for the Forecast Period to promote the financial integrity of the irrigation system. It is advisable to establish debt service coverage targets above the minimum coverage required to provide net revenues after the payment of debt service for pay-as-you-go reinvestment in the irrigation system.

The Project Team will prepare a management dashboard as part of the financial model development to allow the District to analyze the forecasted financial position of the irrigation system, to evaluate funding and rate scenarios, and to determine potential risks and business strategies. The management dashboard will graphically represent financial and operational metrics that add value to the presentation of the financial forecast results for each scenario that the District would like to explore. The graphs may include projections of:

- Revenue requirements.
- Debt service coverage.
- Cash position such as Days Cash on Hand.
- Cash balances by fund.
- Capital improvement program funding sources.
- Outstanding debt and debt service payments.
- Outstanding debt-to-net assets.
- Outstanding debt per customer and per capita.
- Operating ratio or margin.
- Affordability based on median household income.
- Irrigation water sources of supply.
- Any other financial or operational metrics which add value to the presentation of the results.

Cost-of-Service Analysis, Rate / Fee Designs, and Customer Impact Analysis

For each applicable year of rate design, the Project Team will classify the various revenue requirements among the customer types and rate structure components to assist in the evaluation of cost-based rates and overall cost recovery strategies. The Project Team will design rates for service based on:

- Customer / service type.
- Cost classification analyses / unit cost and customer type costs.
- Cost classifications by rate structure component.
- Customer impact.
- District goals and objectives regarding pricing policy.

Some other key considerations for the rate designs are competitiveness and the avoidance of "rate shock." For any proposed rate design, the Project Team will prepare a customer impact analysis (e.g., effect on monthly bills for each customer / service type) as well as pros and cons of the alternative.

The Project Team will work with the District staff to develop an updated indexing or automatic rate increase provision to annually adjust the monthly user rates for inflation without the need for a public hearing. This practice is considered a best financial management practice and is common in Florida.

**Task 4: Report and Presentation**

The Project Team will prepare a comprehensive report documenting our assumptions, analyses, and primary data sources. The Project Team strongly believes in the principles of full disclosure in all of our deliverables. Detailing our assumptions, methodologies, and findings will help the District staff reconcile projected vs. actual results and will provide assurance that all relevant operational and financial considerations were incorporated into the financial forecast. We will review the rate resolutions prepared by the District attorney in association with the Project as well as the executive summaries prepared by the District staff for consistency with the recommendations.

The Project Team will prepare briefing documents (PowerPoint presentations) as applicable to summarize the Project results for presentation to the Board of Supervisors and public. The Project Team will provide multiple drafts of the briefing documents for District staff review and comment prior to finalization of the briefing documents. Multiple public outreach meetings are anticipated as part of this scope of services.



#### LIST OF PROJECT DELIVERABLES

The anticipated deliverables to be provided during the study include the following items:

- Initial data request for information compilation.
- Kickoff meeting agenda packet.
- Financial model – drafts and final.
- Rate schedule and comparison of existing and proposed rates with those of neighboring or other jurisdictions.
- Comprehensive rate study report providing the assumptions, findings, and conclusions of the study – drafts and final.
- Briefing documents for presentation of study results to the Board of Supervisors and public – drafts and final.

#### Not-to-Exceed Budget for Project

For our level of experience and expertise, the Project Team offers top value for the services we provide. We propose to establish a not-to-exceed budget for the Project of \$35,000, reflecting a level of service of up to 268 hours to complete the Project. We have always completed projects within budget and have never requested a change order. Since the Project Team is very experienced, the Project would be completed efficiently and cost-effectively.

A breakdown of this not-to-exceed budget is on the following page. The not-to-exceed budget is proposed to be billed on a monthly basis based on the actual hours worked on the tasks applied to the hourly billing rates.

On behalf of GovRates, Bryan Mantz, CMC, CGFM will serve as the Project manager for this engagement. Both Mr. Mantz and Mr. Ryan Smith on the Project Team will be the primary contacts for GovRates. Mr. Mantz and Mr. Smith will be responsible for ensuring that the Project is performed as efficiently as possible, that all Project deadlines are met, that all scope of services requirements are fulfilled, and that the District's expectations are exceeded.

Other employees of GovRates may be utilized during the Project.



**West Villages Improvement District, Florida**  
**Irrigation Water Rate Study**  
**Project Tasks and Not-to-Exceed Budget**

**WEST VILLAGES**  
IMPROVEMENT DISTRICT

Line No.	Description	Project Manager / Executive Consultant	Senior Consultant	Estimated Hours	Estimated Cost
	<b>Project Billing Rates (\$/Hour)</b>	<b>\$150.00</b>	<b>\$100.00</b>		
	<b>Task 1: Administration and Coordination with the WVID</b>				
1	Review of Fiscal Policies / Objectives	4	2	6	\$800
	<u>Onsite Meetings, Including Preparation: [*]</u>				
2	Up to Five (5) Onsite Meetings (Dates To Be Determined)	40	16	56	7,600
	<b>Task 2: Data Collection and Review</b>				
3	Data Collection and Review	4	8	12	1,400
	<b>Task 3: Irrigation Water Rate Review</b>				
4	Historical Customer Statistical Compilation	8	8	16	2,000
5	Projected Customer Statistics, User Rate Revenues, and Other Operating Revenues	4	4	8	1,000
	Development of Projected Revenue Requirements				
6	a. Operating Expense Projections	8	8	16	2,000
7	b. Capital Improvement Program Funding Analysis	8	8	16	2,000
8	c. Other Revenue Requirements	2	4	6	700
9	d. Development of Net Revenue Requirements / Rate Phasing	8	8	16	2,000
10	e. Rate Covenant Compliance Review	2	0	2	300
	Cost-of-Service, Rate / Fee Designs, and Customer Impact Analysis				
11	a. Irrigation Water Billing Units Analysis	8	4	12	1,600
12	b. Allocation of Net Revenue Requirements to Customers	16	8	24	3,200
13	c. Design Irrigation Water Rates	16	4	20	2,800
14	d. Bill Impact Analysis and Rate Comparisons	4	8	12	1,400
	<b>Task 4: Report and Presentation</b>				
15	Report and Briefing Document Preparation	24	16	40	5,200
16	Rate Resolution Assistance and Executive Summary Review	4	2	6	800
17	<b>Total Cost</b>	<b>160</b>	<b>108</b>	<b>268</b>	<b>\$34,800</b>
18	<b>Total Not-to-Exceed Budget (Rounded)</b>				<b>\$35,000</b>

[\*] Additional meetings will be conducted via Microsoft Teams or another virtual platform as a component of accomplishing the various Project tasks.



## Municipal Advisor Registration

The Project will most likely involve exploring debt financing alternatives. Rate consultants and financial feasibility consultants are considered to be municipal advisory professionals by the Municipal Securities Rulemaking Board (the "MSRB") since it is recognized that such firms regularly engage in municipal advisory activities when debt financing is involved. After September 12, 2017, all municipal advisory professionals must have passed the Municipal Advisor Representative Qualification Examination (the "Series 50 Exam") to engage in municipal advisory activities. Municipal advisory activities as recognized in the Securities and Exchange Commission's Release No. 34-70462: Final Rule on Registration of Municipal Advisors include:

- Evaluating available financing options to the District and providing advice / recommendations on the structure, timing, and terms of such options.



9 of 11

## GovRates

Utility, Financial, Rate, and Management  
Consultants for Governments

[www.govrates.com](http://www.govrates.com)

- Providing advice on whether certain rates and revenues would support debt service and meet coverage requirements on an available financing option to the District.
- Performing cash flow modeling in support of financing options.
- Serving as a financial feasibility consultant for a District bond issue.
- Providing financing advice / recommendations to the District's independent registered financial advisor if the need arises (i.e., indirect advice).

The Securities and Exchange Commission (the "SEC") has provided subsequent positions that municipal advisor registration is also required for a firm to perform the financial aspects of a State Revolving Fund (SRF) loan application.

GovRates is registered with both the SEC and the MSRB as a Municipal Advisor. All GovRates project managers have passed the Series 50 Exam and, as such, meet the legal requirements for providing any debt financing support to the District. Moreover, both Jenny Mantz, the CEO of GovRates, and Bryan Mantz, CMC, CGFM, the Project Manager, are Series 54-qualified Municipal Advisor Principals and can legally supervise other municipal advisor representatives.

### Project Schedule

The Project Team will work with the District staff to determine an appropriate timeframe for the Project. While it would be ideal to have new rates in place by October 1, 2023, the start of Fiscal Year 2024, significant customer outreach may be needed to facilitate public acceptance of the rate study recommendations.

### Liability Insurance

GovRates is fully insured for any rate and financial work that the District may need.

### Project Manager Contact Information

Bryan A. Mantz, CMC, CGFM  
President  
GovRates, Inc.  
1988 Varick Way  
Casselberry, FL 32707-2409  
Phone and Fax: (833) GOV-PLAN; (833) 468-7526  
Cell: (407) 921-9753  
E-mail: [bmantz@govrates.com](mailto:bmantz@govrates.com)



## Exhibit B

### Hourly Rates



**GovRates**  
Utility, Financial, Rate, and Management  
Consultants for Governments  
[www.govrates.com](http://www.govrates.com)

---

#### Standard Hourly Labor Rates for Irrigation Water Rate Study

---

The proposed schedule of hourly labor rates for the Project Team professionals for the irrigation water rate study is as follows:

SCHEDULE OF PROPOSED HOURLY BILLING RATES [*]	
<u>Project Team Member</u>	<u>Hourly Billing Rate</u>
Project Manager or Executive Consultant	\$150.00
Senior Consultant	\$100.00

[\*] Rates will be applied to actual hours worked on the Project subject to the not-to-exceed budget.

Other direct costs (e.g., travel, deliverable costs, etc.) are recovered through the Project Team hourly billing rates.

#### Hourly Labor Rates for Litigation Support

---

The District is currently involved in a lawsuit over its current irrigation water rates, and the District staff has communicated that there is the potential for further litigation. The proposed \$35,000 not-to-exceed budget for the Project does not include any hours for litigation support. Any litigation support provided by the Project Team would be considered an additional service from what is being proposed herein. For services related to the preparation for and participation in depositions or trials / hearings, the hourly rates shown in the preceding section will be 50% higher. As such, Mr. Mantz's and Mr. Smith's time for any litigation support would be billed at \$225 per hour.

## **RESOLUTION 2023-11**

**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. 9), SERIES 2023; 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. 9), SERIES 2023; 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 \$17,130,000 West Villages Improvement District Special Assessment Revenue Bonds (Unit of Development No. 9), Series 2023 (the “Series 2023 Bonds”); and

**WHEREAS**, the District closed on the issuance of the Series 2023 Bonds on April 18, 2023; and

**WHEREAS**, as prerequisites to the issuance of the Series 2023 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 2023 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 2023 Bonds is in the best interests of the District.

**SECTION 2.** The issuance of the Series 2023 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 2023 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2023 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 11<sup>th</sup> day of May 2023.

ATTEST:

**WEST VILLAGES IMPROVEMENT  
DISTRICT**

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

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