



**WEST VILLAGES
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT
SARASOTA COUNTY**

**LANDOWNERS' MEETING & ELECTION,
SPECIAL BOARD MEETING &
ATTORNEY-CLIENT SESSION**

JUNE 27, 2023

11:00 A.M.

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

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

AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
Chambers Room – City of North Port
4970 City Hall Boulevard
North Port, Florida 34286
LANDOWNERS’ MEETING & ELECTION
June 27, 2023
11:00 a.m.

- A.** Call to Order
- B.** Proof of Publication.....Page 1
- C.** Establish Quorum
- D.** Election of Chair for Landowners Meeting
- E.** Election of Secretary for Landowners’ Meeting
- F.** Approval of Minutes
 - 1. June 9, 2022 Landowners’ Meeting Minutes.....Page 2
 - 2. July 14, 2022 Continued Landowners’ Meeting Minutes.....Page 4
- G.** Receive Engineer’s Report
 - 1. Presentation of 2023 Urban Area Map.....Page 6
- H.** Election of Supervisors.....Page 11
 - 1. Determine Number of Voting Units Represented or Assigned by Proxy
 - 2. Casting of Ballots
 - 3. Ballot Tabulation and Result
 - 4. Certification of the Results
- I.** Landowners’ Comments
- J.** Adjourn

Location

Sarasota County, Florida

Notice Text

NOTICE OF LANDOWNERS MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT

Notice is hereby given to the public and all landowners within West Villages Improvement District (District) the location of which is located in the City of North Port and Sarasota County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District s Board of Supervisors (Board , and individually, Supervisor). Immediately following the landowners meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: June 27, 2023

TIME: 11:00 a.m.

PLACE: Chambers of the City of North Port

4970 City Hall Boulevard

North Port, Florida 34286

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 12260 Everglow Drive, #A3, North Port, Florida 34293, Ph: (941) 244-2805 (District Manager s Office). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. At the landowners meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager s Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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 the appeal is to be based.

William Crosley

District Manager

WEST VILLAGES

IMPROVEMENT DISTRICT

www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 06/09/23

Pub: 06/13/23 & 06/20/23; #8918049

**WEST VILLAGES IMPROVEMENT DISTRICT
LANDOWNERS' MEETING
JUNE 9, 2022**

A. CALL TO ORDER

The June 9, 2022, Landowners' Meeting of the West Villages Improvement District ("WVID" or the "District") was called to order at 11:00 a.m. in the Public Safety Bldg Training Room located at 19955 Preto Boulevard, Venice, Florida 34293 and via Zoom: <https://us02web.zoom.us/j/87509654850>, Meeting ID: 875 0965 4850, Dial In: 1-929-436-2866.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed the notice of the Landowners' Meeting had been published in the *Sarasota Herald-Tribune* on May 26, 2022, and June 2, 2022, as legally required.

C. ESTABLISH A QUORUM

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

Chairman	John Luczynski	Present in person
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Present via Zoom
Supervisor	Victor Dobrin	Present in person
Supervisor	Christine Masney	Present in person

Staff members in attendance were:

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

D. ELECTION OF CHAIR FOR LANDOWNERS' MEETING

Mr. Luczynski was elected as Chairman for the Landowners' Meeting.

E. ELECTION OF SECRETARY FOR LANDOWNERS' MEETING

Mr. Crosley was elected as Secretary for the Landowners' Meeting.

F. APPROVAL OF MINUTES

1. June 10, 2021, Landowners' Meeting

The minutes of the June 10, 2021, Landowners' Meeting were presented for consideration.

Mr. Dobrin advised that the minutes should reflect that he requested that by this year to have the state authority under which the District falls as jurisdiction confirm the calculation procedure algorithm for the urbanization rate. Mr. Luczynski asked the District Manager to reference the minutes from the previous Landowner Meeting held June 10, 2021, to verify what Mr. Dobrin had said

The Landowner Meeting will be continued until any meeting recordings, if available, can be checked and that information will be brought back to the Board at the next scheduled meeting.

G. OTHER BUSINESS

1. Receive Engineer's Report

• Review of 2022 Urban Area Map

Mr. Crosley presented the Urban Area Map, which reflected 6.56% of inhabited and developed land within the District. This 2022 urban area percentage is a more accurate calculation of urbanized area due to the removal of areas that are not habitable, which were included in the previous year's calculation of 20.19%. Last year's calculation was done knowing that there was some uninhabitable areas included

Ms. Whelan stated that this report had been reviewed and was consistent with how the calculation of urban area that is described in Florida Statute 189. Mr. Dobrin stated that he thought the calculation in this report was illogical, irrational and flawed and does not reflect the need of the population, and if the formula is kept the way it was calculated, the homeowners will never take over this District. Mr. Dobrin suggested that the District seek an Attorney General interpretation of the State statute.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney accepting the District Engineer's Urban Area Report, as presented. Upon being put to a vote, the **MOTION** carried 4 to 1 with Mr. Dobrin dissenting.

H. LANDOWNER COMMENTS

There were no comments from the landowners.

I. ADJOURNMENT

A **MOTION** was then made by Mr. Luczynski, seconded by Ms. Masney and passed unanimously to continue the Landowners' Meeting to July 14, 2022, at 11:00 a.m. in the Public Safety Building Training Room located at 19955 Preto Boulevard, Venice, Florida 34293.

**WEST VILLAGES IMPROVEMENT DISTRICT
CONTINUED LANDOWNERS' MEETING
JULY 14, 2022**

A. CALL TO ORDER

The July 14, 2022, Continued Landowners' Meeting of the West Villages Improvement District ("WVID" or the "District") was called to order at 11:00 a.m. in the Public Safety Building Training Room located at 19955 Preto Boulevard, Venice, Florida 34293 and via Zoom: <https://us02web.zoom.us/j/87509654850>, Meeting ID: 875 0965 4850, Dial In: 1-929-436-2866.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed the notice of the Landowners' Meeting had been published in the *Sarasota Herald-Tribune* on May 26, 2022, and June 2, 2022, as legally required.

C. ESTABLISH A QUORUM

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

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

Staff members in attendance were:

District Manager	William Crosley	Special District Services, Inc.
District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
District Engineer	Richard Ellis	Dewberry

Also present were Kevin Shaughnessy, Lex Van Brero, Ghyll and Bruce Theurer and Mike Milak.

D. APPROVAL OF MINUTES

1. June 10, 2021, Landowners' Meeting

The minutes of the June 10, 2021, Landowners' Meeting were presented for consideration.

Mr. Dobrin stated that the Landowner Meeting minutes from June 10, 2021, should reflect that he requested that by this year to have the state authority under which the District falls as jurisdiction confirm the calculation procedure algorithm for the urbanization rate. Mr. Dobrin did in fact recommend that the District Engineer reach out to Sarasota County for guidance on

the urbanization calculation. There was no mention to seek guidance from the State Attorney General.

A **MOTION** was made Mr. Lewis, seconded by Ms. Masney and passed unanimously approving the minutes of the June 10, 2021, Landowners' Meeting, as presented.

E. ADJOURNMENT

There being no further business to come before the Landowners' Meeting, a **MOTION** was made by Ms. Masney, seconded by Mr. Lewis and passed unanimously adjourning the Landowners' Meeting at 11:05 a.m.

Secretary/Assistant Secretary

Chair/Vice Chair

MEMORANDUM

DATE: June 5, 2023

TO: West Villages Improvement District Board of Supervisors

FROM: Giacomo Licari, P.E. District Engineer

SUBJECT: Population/ Development Threshold Calculation for Second Resident Board Seat

Message

Florida Statute [189.041](#) establishes the criteria for urban areas as a 1) contiguous, 2) developed and 3) inhabited¹ urban area meeting one of the three tests outlined below. Urban areas shall be designated by the governing board of the district.

The purpose of the Urban Area Map is to establish the percentage of areas within the district that have residential development as compared with the total area within the district. Transition of the district's board seats from one-acre/one-vote to general election seats should generally track the status of residential development within the district.

If urban areas constitute 25 percent or less of the District, one governing board member shall be elected by the qualified electors and four governing board members shall be elected using the one-acre/one-vote principle. The number of governing board members elected by the qualified electors increases to two if 26 percent to 50 percent of the district meets the urban area definition. Three governing board members would be elected by the qualified electors for urban areas constituting 51 percent to 70 percent of the district, four members elected for urban areas constituting 71 percent to 90 percent of the district and if urban areas constitute 91 percent or more of the district, all governing board members shall be elected by the qualified electors.

In developing the Urban Area Map for the West Village Improvement District (WVID), each of the three "tests" of criteria contained in the definition of an urban area was evaluated. An important element of the statute is it defines a "contiguous developed urban area" as any "reasonably compact urban area located entirely within a special district. The *separation of urban areas* by a publicly owned park, right-of-way, highway, road, railroad, canal, utility, body of water, watercourse, or other minor geographical division of a similar nature *shall not prevent such areas* from being defined as urban areas." We have accordingly included the various urban areas that are separated by such geographical occurrences within the urbanization calculation; however, this statutory provision does not require that the acreage for such geographical occurrences themselves be included within the urbanization calculation.

Test One: Minimum average resident population density of at least 1.5 persons per acre as defined by the latest official census, special census, or population estimate.

Test Two: A minimum density of one single-family home per 2.5 acres with access to improved roads.

Test Three: A minimum density of one single-family home per 5 acres within a recorded plat subdivision.

¹ To ensure that "inhabited" properties pursuant to section 189.041 Florida Statutes are included in the calculation, we have only included those properties with a Certificate of Occupancy ("CO") issued. Note, however, that this may result in an over-calculation in the urbanization calculation as even properties with a CO may not yet be inhabited.

The predominant factor is Test Three, which evaluated minimum density of one single-family home per 5 acres within a recorded plat subdivision and resulted in the largest area to be included as urban area.

The district began transitioning board seats from one-acre/one-vote elections to qualified elector elections in 2014. Since that date, the 26% threshold for turning over a second resident seat was significantly far from being met and so the district historically generalized the urban area calculation, which resulted in an over-calculation of the urban area for those years. However this method was nevertheless determined to be in the best interests of the district in order to conserve district resources. In 2022, with urbanization occurring a faster rate, we prepared a more precise Urban Area Map identifying the urbanization of single-family residential lots based on the plain reading of the statutes. The amount of urban area established in last year's evaluation (2022) included only residential lots with a CO within a recorded subdivision, 818.6 acres urban area, or 6.58%.

The Map has been updated for 2023 to include the new single family residential lots with a CO². In addition, in an attempt to better comply with the intent of Florida Statute 189.041, notwithstanding its plain reading requiring calculation based on single-family density, multi-family residential property lots have also been added to the urban area. **For 2023, 1,017 acres, or 8.17% is considered to be urban area (Urban Area Map 1)**

An alternative possible interpretation of the "contiguous developed and inhabited urban area" language is that it should also include all developed area within a subdivision plat, such as ponds, roadways, and other developed, but *uninhabited* open space and lands. Wetlands and areas under a conservation easement are still excluded from the calculation as they are neither developed or inhabited, and are never to be developed in the future. While this approach overlooks the plain meaning of the requirement that a property be inhabited in order to be included within the calculation, we nevertheless completed the calculation using this interpretation for comparison. **Using this approach, for 2023, 2,540 acres, or 20.41% is considered to be urban area. (Urban Area Map 2)**

Recommendation

Recall that the objective of the urban area calculation is to capture the volume of residents within the district.

As a comparison, the current district population of approximately 5,000 registered voters and landowners versus the anticipated resident population within the district at build-out of 60,000 is approximately 9.6%. This amount is in line with the 8.17% urban area calculation generated by Urban Area Map 1- which calculates only residential property and excludes any undeveloped or uninhabited property in strict accordance with Florida Statute 189.041.

Further, the percentage of residential lots with CO of 5,838 over the total residential entitlements for the lands within the entire district of 31,220 is approximately 18.7%. This amount is in line with the 20.41% urban area calculation generated by Urban Area Map 2- which calculates all developable residential and non-residential (including property incapable of being inhabited) within a plat area which is a more liberal interpretation of Florida Statute 189.041.

As a result, both interpretations appear on their face to be reasonable and so both options are presented for Board discussion and consideration.

It is important to note that in both scenarios the percentage of the urban area is below the 26% threshold for turnover of a second resident seat on the Board.

Given the ambiguity for the interpretation of the Florida Statute [189.041](#) and that fact that most special district acts do not use the antiquated approach in Florida Statute [189.041](#) and instead include specified population triggers for each seat's transition (i.e. the first seat at 1,000 registered electors, the second seat at 2,000 registered

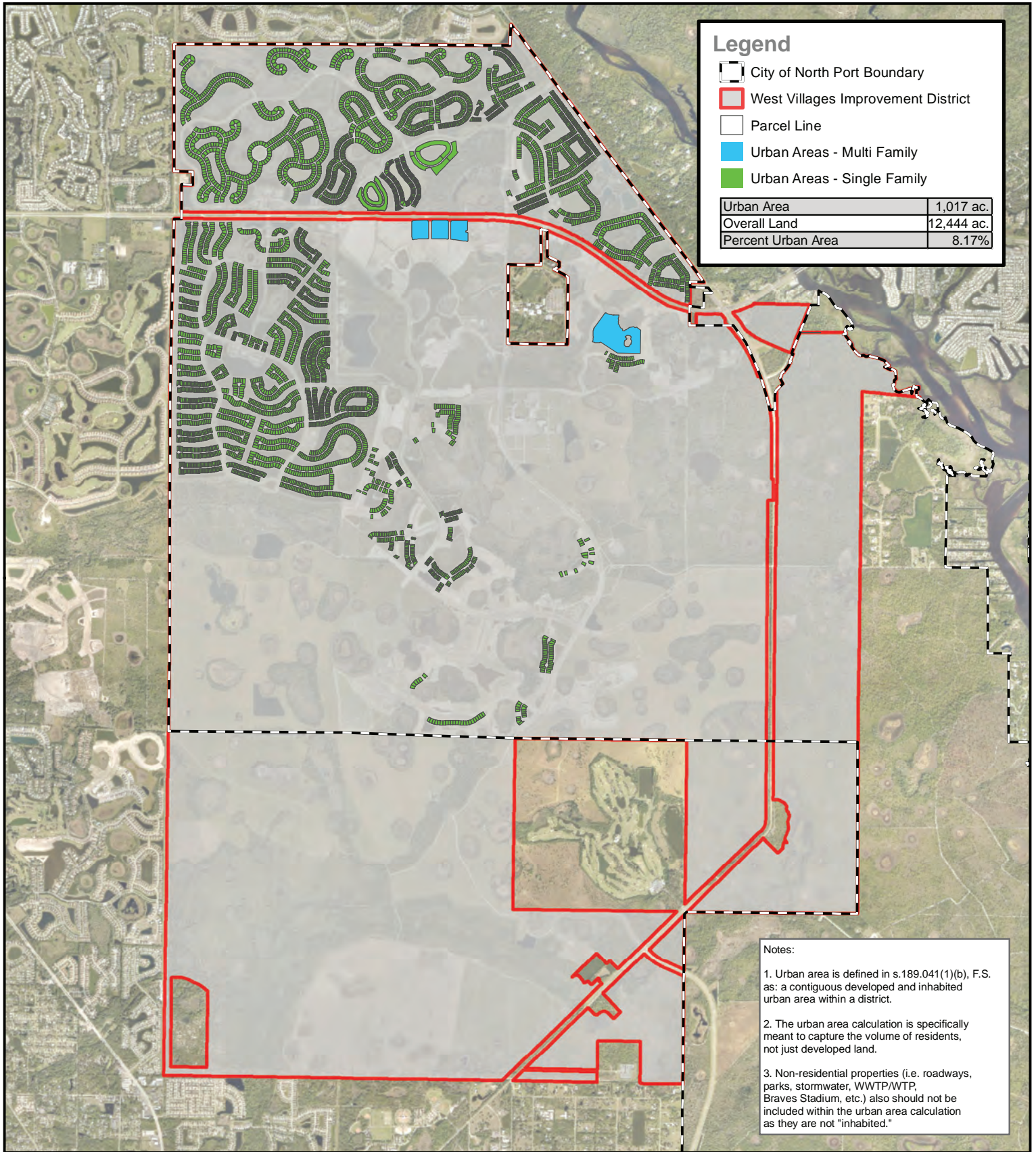
² The number of residential properties with a CO has been determined by information provided by the City of North Port.

electors, etc.) we also recommend that the Board seek to modify its transition process with the State of Florida to avoid ambiguity in the transition process.

Please let me know if you have any questions.

Attachments

1. Urban Area Map 1
2. Urban Area Map 2



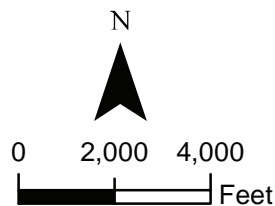
1- Project No.: 50129048

2- Data Source - Esri, Sarasota County Property Appraiser

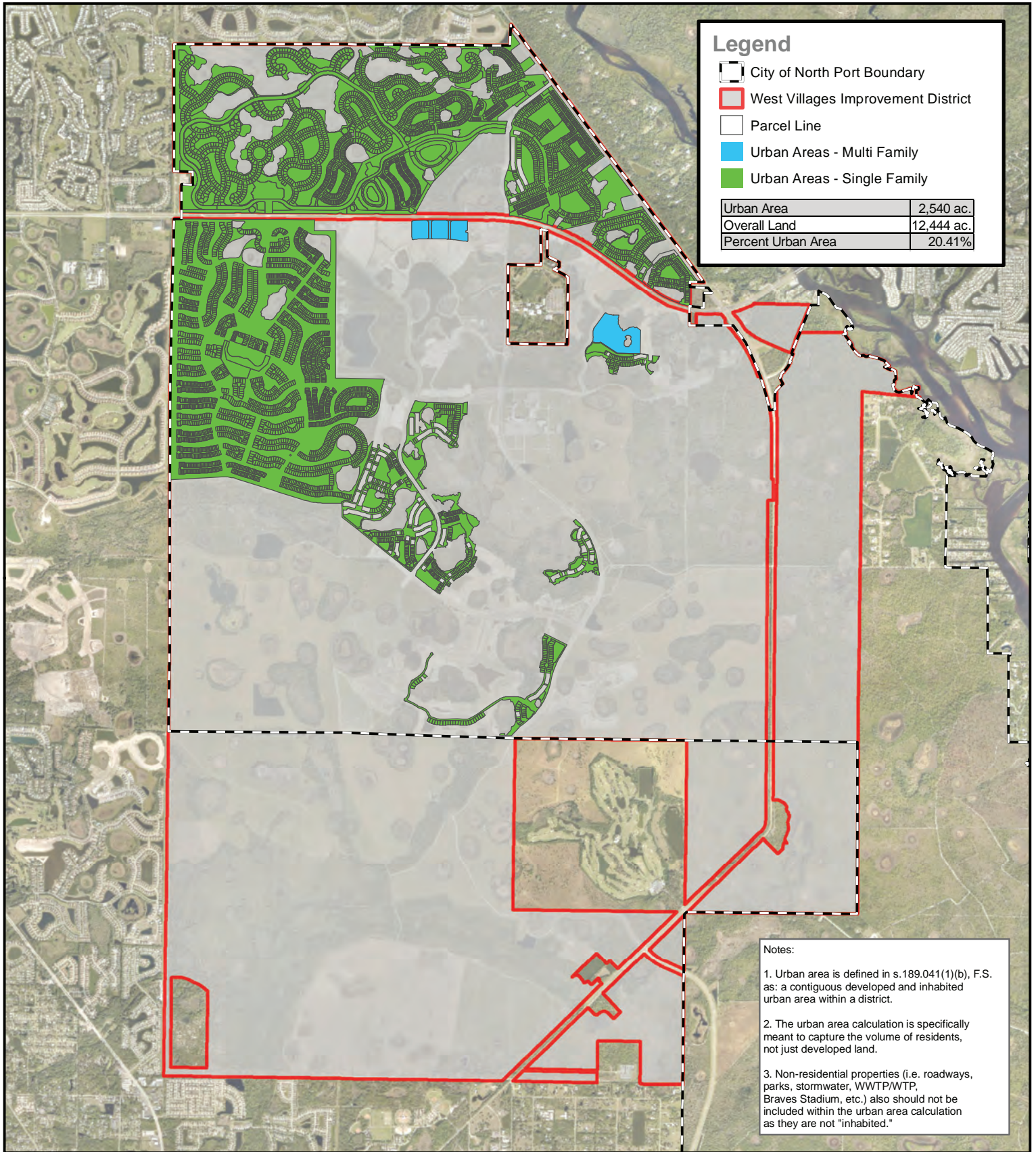
3- This map is intended to be used for planning purposes only. It is not a survey.

Urban area determined by certificate of occupancy (CO) issued by the City of North Port per map dated January 3rd, 2023

Author: EN
Date Saved: 5/23/2023



Urban Area Map #1
West Villages
Improvement District
Sarasota County, FL
Page 9



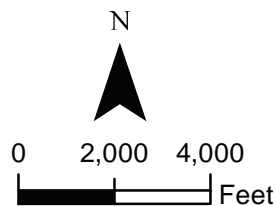
1- Project No.: 50129048

2- Data Source - Esri, Sarasota County Property Appraiser

3- This map is intended to be used for planning purposes only. It is not a survey.

Urban area determined by certificate of occupancy (CO) issued by the City of North Port per map dated January 3rd, 2023

Author: EN
Date Saved: 5/26/2023



Urban Area Map #2
West Villages
Improvement District
Sarasota County, FL
Page 10

LANDOWNER PROXY

**WEST VILLAGES IMPROVEMENT DISTRICT
LANDOWNERS' MEETING – JUNE 27, 2023**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the West Villages Improvement District to be held at Chambers of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286 on June 27, 2023, at 11:00 a.m., or by communications media technology pursuant to governmental orders issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Chapter 2004-456(4), *Laws of Florida*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
WEST VILLAGES IMPROVEMENT DISTRICT
LANDOWNERS' MEETING - JUNE 27, 2023

For Election (1 Supervisor): The candidate receiving the highest number of votes will receive a four (4) year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the West Villages Improvement District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____
(Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
4	Christine Masney	
4	Thomas Mulligan	

Date: _____

Signed: _____

Printed Name: _____

AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
Chambers Room – City of North Port
4970 City Hall Boulevard
North Port, Florida 34286
SPECIAL BOARD MEETING & ATTORNEY-CLIENT SESSION
June 27, 2023
11:00 a.m.

- A.** Call to Order
- B.** Proof of Publication.....Page 15
- C.** Seat New Board Member
- D.** Administer Oath of Office & Review Board Member Responsibilities and Duties
- E.** Establish Quorum
- F.** Election of Officers
- Chairman
 - Vice Chairman
 - Secretary/Treasurer
 - Assistant Secretaries
- G.** Comments from the Public on All Agenda Items
- H.** Approval of Minutes
- 1. May 11, 2023 Regular Board Meeting & Attorney-Client Session Minutes.....Page 16
- I. Attorney-Client Session Relative to Gran Paradiso HOA Irrigation Litigation**
- J. General District Matters**
- 1. Consider Ratification of 1st Amendment to Traffic Enforcement Agreement with City of North Port.....Page 24
 - 2. Consider Resolution No. 2023-12 – Approving Proposed Budgets for Fiscal Year 2023/2024; Declaring Special Assessments to Fund the Proposed Budgets.....Page 27
- K. Unit of Development 1**
- 1. Consider Approval of Change Order No. 3 under Work Authorization No. 51 to Stantec for Miscellaneous Engineering Services.....Page 81
 - 2. Consider Ratification of Change Order No. 3 between the District and The deMoya Group, Inc. for Wellen Park Blvd. Roundabout & US 41/SR 45 Improvements Project.....Page 85
 - 3. Consider Second Amendment to Brightview Landscape Contract Adding New Road Segments..Page 95
 - 4. Discussion Regarding Road Impact Fee Credits
- L. Unit of Development 2**
- 1. Consider Approval of Agreement with Shipps Excavating Inc. for Installation of Storm Drainage Improvements.....Page 101
- M. Unit of Development 3**
- 1. Discussion of Matters Related to Gran Paradiso Litigation
 - Discussion Regarding Directors and Officers Policy Coverage Related to Gran Paradiso Irrigation Lawsuit.....**Page 13**.....Page 113

- Consider Resolution No. 2023-13 – Providing for the Defense and Indemnification of a Board Member – John Luczynski.....Page 120
- Consider Resolution No. 2023-14 – Providing for the Defense and Indemnification of a Board Member – Steve Lewis.....Page 122
- Consider Resolution No. 2023-15 – Providing for the Defense and Indemnification of a Board Member – Thomas Buckley.....Page 124
- Consider Resolution No. 2023-16 – Providing for the Defense and Indemnification of a Board Member – Christine Masney.....Page 126

N. Unit of Development 6

1. Consider Approval of Agreement with Shipps Excavating Inc. for Irrigation Connection to Parkway Pond.....Page 128

O. Administrative Matters

1. District Engineer
2. District Attorney
3. District Operations Manager
4. District Manager

P. Board Member Comments

Q. Adjourn

Location

Sarasota County, Florida

Notice Text

NOTICE OF LANDOWNERS MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT

Notice is hereby given to the public and all landowners within West Villages Improvement District (District) the location of which is located in the City of North Port and Sarasota County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District s Board of Supervisors (Board , and individually, Supervisor). Immediately following the landowners meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: June 27, 2023

TIME: 11:00 a.m.

PLACE: Chambers of the City of North Port

4970 City Hall Boulevard

North Port, Florida 34286

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Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager s Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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 the appeal is to be based.

William Crosley

District Manager

WEST VILLAGES

IMPROVEMENT DISTRICT

www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 06/09/23

Pub: 06/13/23 & 06/20/23; #8918049

**WEST VILLAGES IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
MAY 11, 2023**

A. CALL TO ORDER

The May 11, 2023, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order 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.

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 May 2, 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 Engineer	Giacomo Licari	Dewberry

Also present was Bryan Mantz of GovRates Inc.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC

Steve Glunt asked, in regard to the Grand Paradiso Property Owners Association irrigation lawsuit, that the Board take a look at utilizing the Directors and Officers insurance policy as it relates to the litigation and that both parties want the same thing, which is to bring this matter to a close with a fair and reasonable solution. Mr. Glunt asked that both parties get together to discuss a resolution to the lawsuit. Chairman Luczynski indicated that the party filing the lawsuit should provide a settlement offer if it desires to settle.

Mr. Glunt also stated regarding hurricane recovery, that he would like to see the District be held to the same standards in Gran Paradiso that is being done throughout other areas of the District.

Victor Dobrin asked who approved the expenses for the Grand Paradiso Property Owners Association irrigation lawsuit and that it was illogical and unfair to charge the same people to fight themselves. Mr. Dobrin asked the Board to go after Thomas Ranch Intangibles for the well availability fee. Mr. Dobrin stated that, hopefully, the report from Dewberry regarding tree/stump debris removal will soon be ready for review and an eventual FEMA reimbursement. Chairman Luczynski indicated that it will take significant time before WVID receives any FEMA reimbursement.

Supervisor Meisel stated that money had been frivolously spent on litigation that should have been settled a long time ago or there would be money to fix the damages from the hurricane. Chairman Luczynski advised that the lawsuit was filed after the date of the hurricane, so the GPPOA was aware of the need to utilize resources on hurricane repair and replacement prior to filing its lawsuit. Supervisor Meisel asked if the District had submitted a claim for the Directors and Officers Policy in relation to the Grand Paradiso Property Owners Association lawsuit. Ms. Whelan explained that the District had invoked insurance coverage and that as he was aware, insurance defense counsel had been present at the lawsuit hearings. Supervisor Meisel asked if a claim was filed under the D&O policy. Ms. Whelan explained that the District has \$100,000 in policy coverage for injunction defense, which is exactly what has been invoked.

There was further discussion regarding Unit 3 legal expenses. Mr. Dobrin also stated that he had concerns related to the Unit 3 requisition audit and asked that the audit be reviewed at a future meeting.

Robert Roehrig asked about the multi modal path widening project that occurred in Gran Paradiso and that he felt Lennar should have paid for the project, and if Lennar did not pay for the project, did it affect the Unit 3 bond.

F. APPROVAL OF MINUTES

1. April 13, 2023, Regular Board Meeting & Attorney-Client Session

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the minutes of the April 13, 2023, Regular Board Meeting & Attorney-Client Session, as presented.

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

There was no Attorney-Client Session held during this meeting.

H. GENERAL DISTRICT MATTERS

Chairman Luczynski noted that the land around Myakka Pines Golf Course was looking for access to the property via West Villages Parkway in two or three locations. The land in question is surrounded almost entirely by the District, but it does not exist in the current District boundary. The discussions will include roadway access, irrigation water availability and impact to the District roads regarding future maintenance.

Supervisor Meisel stated that the Urbanization Density Calculation last year removed the wetlands, road, and everything else and that after reading the statute, he felt that the 2022 calculation was done erroneously because wetlands and roads are supposed to be included as part of the urbanization footprint. Supervisor Meisel stated that the calculation will be challenged if roadways, wetlands and ponds are not included in this year's calculation.

Supervisor Meisel also stated that he was aware of two candidates who had submitted their intent to serve on the Board of Supervisors. Thomas Mulligan introduced himself and gave some background of his experience. Supervisor Meisel asked Ms. Masney if she submitted a document of intent to serve in writing. Ms. Masney stated that she had.

I. UNIT OF DEVELOPMENT NO. 3

1. Receive Unit 3 Bonds Requisition Audit

The Board directed District staff to complete an independent audit of the Unit of Development No. 3 Requisitions to show exactly how the bond construction funds were used. This direction was as a result of misinformation being shared in the communities that Unit 3 bond funds were used in other Units of Development. The firm chosen was Giffels Webster Engineers, Inc. This audit was completed and shared with the Board just before the May 11, 2023, meeting, which did not offer sufficient time for Board review. Board members indicated that it may be helpful for the auditor to reconcile the par value of the construction fund against expenditures.

2. Consider Resolution No. 2023-10 – Authorizing Request for RFP for Gran Paradiso Roadway Resurfacing Project

Resolution No. 2023-10 was presented, entitled:

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.

At the April meeting, the Board requested that District staff request formal Requests for Proposals (RFP) for the road resurfacing project. This resolution provides approval to proceed with a legal advertisement and evaluation criteria. Request For Proposals can be received from previously prequalified contractors and non-prequalified contractors who meet the District's contracting requirements in the hopes of bringing proposals to the Board at the July meeting.

A MOTION was made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously adopting Resolution No. 2023-10, as presented.
--

3. Discussion on Matters Related to Gran Paradiso Litigation

a. Consider Agreement for Public Utility Irrigation Rate Study Services with GovRates

At the April meeting, the Board selected GovRates, represented by Bryan Mantz, to provide 2023 rate making services to prove the reasonableness of its existing rates in the pending litigation, determine if different amounts or rates should be charged at present, as well as serving to facilitate any settlement discussions that may occur. This is the negotiated agreement and scope of work for those services.

Supervisor Meisel asked if there would be community involvement as well as representation by the Board. Mr. Whelan confirmed that the scope provided for up to 5 community work sessions and that public notices will run individually for community involvement sessions so that Supervisors are able to attend.

Supervisor Lewis noted that he felt it was important to remember that the District was hiring an independent firm to provide an opinion based on their professional expertise. Community involvement can provide people's rational, ask questions and make sure Mr. Mantz is aware of material facts, but in the end, that involvement should not attempt to direct his determinations and approach during the study.

Supervisor Meisel stated, in his experience when studies are done it is important to make sure that it is conducted based on data points and for representatives from every community to articulate those data points they think are relevant where one side may feel that it is relevant and one side may feel that it is not relevant, but let him come to his own conclusions.

Supervisor Lewis stated that articulating points is one thing, but arguing with the independent, well-qualified professional hired by the District is another thing.

The goal is to complete the study in a timely manner. A hopeful timeline is to have the rate study completed and approved in September, as long as the study has been completed and adequate community sessions have been held.

A MOTION was made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously approving the Agreement for Public Utility Irrigation Rate Study services with GovRates, as presented.
--

J. UNIT OF DEVELOPMENT NO. 9

1. Consider Resolution No. 2023-11 – Ratifying Series 2023 Bonds

Resolution No. 2023-11 was presented, entitled:

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.

Ms. Whelan advised that the Unit 9 Bonds had closed on April 18, 2023, and that this resolution ratifies the actions by the Chairman and staff who executed the bonds which were in compliance with the Board's prior approvals and delegation of authority.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2023-11, as presented.

K. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Licari indicated that Dewberry finalized the tree/stump debris removal survey and a report will be provided to the GPPOA for their reference, after it has been reviewed by the FEMA consultant. The intersection at West Villages Parkway next to the Publix will be re-stripped to make the intersection safer for traffic entering or exiting the shopping center per prior Board direction.

Chairman Luczynski stated that there was discussion with Sarasota Memorial Hospital regarding access to their property that fronts US 41 and West Villages Parkway. There will be further discussions with the College of South Florida, SMH, the master developer, and the District.

2. District Attorney

There was nothing further from District Counsel.

3. District Operations' Manager

There was no report from the District Operations' Manager.

4. District Manager

Mr. Crosley stated that two applicants provided the District with their intent to run for the Supervisor seat that will become available at the June Landowners' Meeting. The candidates who submitted written intents were Christine Masney, which was received on April 20, 2023, and Thomas Mulligan who submitted on May 9, 2023.

After board discussion, a Budget Workshop will be held on June 6, 2023, and the Landowners' Meeting will be on held June 15, 2023.

There was lengthy discussion regarding the legal expenses related to the Grand Paradiso Property Owners Association irrigation lawsuit.

Todd Wodraska reported that Mike Smith had semi-retired but would still be kept on board as a consultant. A new employee has been hired who will begin work on May 22, 2023.

Gran Paradiso has asked for the ability to view the irrigation pump station software by utilizing “view only” access to track irrigation consumption without the ability to operate the pump station. District staff will work on allowing the POA to monitor the irrigation pump station by view only.

L. BOARD MEMBER COMMENTS

Supervisor Meisel stated that he had reported each Board Supervisor to the Commission on Ethics for adopting the district resolution approving interim irrigation rates allowing for the provision of irrigation service to customers while the 2023 rate study was being completed.

Supervisor Meisel asked about the process for the Landowners’ Election being held on June 15, 2023. Ms. Whelan explained that there was a two-week published notice announcing the landowner meeting and election. Electronic voting is not permitted; proxies can be obtained from the District Manager and will be posted on the District’s website. The property owners are determined based on records of the County, and are reviewed closer to the election so as to more accurately determine the current landowners and acreage.

Supervisor Meisel asked why the District purchased the land for the Water Treatment Plant from the developer for \$2,385,000 when the Pre and Post Annexation Agreement clearly stated that it was the Developer’s responsibility to donate that land, and the District had no obligation to purchase it. Chairman Luczynski noted that was a fair question, and if that was the case, he was unaware that occurred in 2017 and that none of the current Supervisors were serving on the Board at that time. Chairman Luczynski also stated that if the developer did something it should not have done regarding the transaction, that it will be corrected.

There was lengthy discussion regarding ERCs and those credits related to residential construction, road impact, wastewater treatment, and water treatment plants. Mr. Lewis explained that funding for public improvements comes from a variety of sources- including impact fee reimbursements, ERC credits, and bond funds, among other sources- and that it was not financially viable to finance the entirety of the public infrastructure needed for the project with bond funds as the level of special assessments that would need to be imposed on each residential property would make that property not marketable. Mr. Lewis indicated that in any event, the amount that the developer is reimbursed for its funding of the construction of public infrastructure does not exceed the cost of that infrastructure so there is no double or duplicative reimbursement.

M. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:32 p.m. on a **MOTION** made by Mr. Lewis, seconded by Mr. Luczynski and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

Miscellaneous Notices

Published in Sarasota Herald-Tribune on June 16, 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 June 27, 2023, at 11:00 a.m. at Chambers 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

PUBLISH: SARASOTA HERALD

TRIBUNE 06/16/23

#8935001

**FIRST AMENDMENT TO TRAFFIC ENFORCEMENT AGREEMENT WITH THE WEST VILLAGES
IMPROVEMENT DISTRICT FOR TRAFFIC ENFORCEMENT SERVICES ON ADDITIONAL DISTRICT ROADS**

This *First Amendment to Traffic Enforcement Agreement with the West Villages Improvement District* for traffic enforcement services over recently constructed District owned roads ("First Amendment"), is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("CITY"), and the West Villages Improvement District ("DISTRICT").

RECITALS

WHEREAS, on or around March 26, 2020, the parties entered into *Traffic Enforcement Agreement with the West Villages Improvement District* ("the Original Agreement"), for the CITY to exercise its jurisdiction over municipal traffic control and enforce the State Uniform Traffic Control provisions over roads under the ownership and control of the DISTRICT (the "DISTRICT Roads"); and

WHEREAS, the parties mutually desire to amend the Original Agreement to include traffic enforcement services on recently constructed DISTRICT owned roads; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this "Agreement" in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party signs it as identified below (the "Effective Date") and shall continue as otherwise provided in the Original Agreement.

2. ORIGINAL AGREEMENT PARAGRAPH 3. TRAFFIC ENFORCEMENT SERVICES ON DISTRICT ROADS.

Paragraph 3.A. of the Original Agreement is amended in its entirety as follows:

- A. The CITY shall exercise its jurisdiction over municipal traffic control and enforce the State Uniform Traffic Control provisions over the following roads under the ownership and control of the DISTRICT (hereinafter "DISTRICT Roads"):
 1. North West Villages Parkway;
 2. South West Villages Parkway;
 3. Preto Boulevard;

4. Playmore Road;
5. Merlot Avenue;
6. Mezzo Drive;
7. Manasota Beach Road;
8. Wellen Park Boulevard;
9. Market Way;
10. Springtide Way;
11. Sunglow Boulevard; and
12. Radiant Way.

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.

WEST VILLAGES IMPROVEMENT DISTRICT

By: [Signature]
John E. Luczynski, Chairman

SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11 day of MAY 2023, by John E. Luczynski, as Chairman for West Villages Improvement District.

[Signature]
Notary Public

☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____



William Ryan Crosley
Notary Public
State of Florida
Comm# HH016312
Expires 8/30/2024

Approved by the City Commission of the City of North Port, Florida on May 23, 2023.

CITY OF NORTH PORT, FLORIDA


BARBARA LANGDON
MAYOR

ATTEST


HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS


AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170 AND 197, FLORIDA STATUTES, AND CHAPTER 2004-456, LAWS OF FLORIDA; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the West Villages Improvement District (“**District**”) prior to June 15, 2023, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended, (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

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

SECTION 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. DECLARING ASSESSMENTS. Pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” 2501-A Burns Road, Palm Beach Gardens, Florida 33410 and 19503 South West Villages Parkway, #A4, Venice, Florida 34293. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one more installments pursuant to a bill

issued by the District in November of 2023, and pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the Uniform Method as set forth in Chapter 197, *Florida Statutes*.

SECTION 3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set remotely via Zoom communications media technology and in person at:

DATE: _____, 2023
HOOR: 11:00 A.M.
LOCATION: **Chambers Room – City of North Port**
4970 City Hall Boulevard
North Port, Florida 34286

SECTION 4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Sarasota County and the City of North Port at least 60 days prior to the hearing set above.

SECTION 5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

SECTION 6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Sarasota County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

SECTION 7. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 27th DAY OF JUNE 2023.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A

Fiscal Year 2023/2024 Proposed Budget

West Villages Improvement District

**Proposed Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

Prepared by



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Recap By Unit

District Proper	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 7	Unit 8	Unit 9	Total
REVENUES									
O & M Assessments	265,586	3,402,457	57,293	480,431	107,448	0	130,186	0	4,443,401
O & M Direct Bill	24,330	0	0	0	-1,646	0	307,530	182,155	661,774
Debt Assessments	0	2,526,589	2,703,324	1,350,786	866,319	0	1,010,915	0	8,457,933
Debt Direct Bill	0	0	0	0	23,326	3,625,720	1,556,725	1,169,155	8,252,499
Interest / Other Income	1,000	0	0	435,000	0	0	0	0	436,000
Developer Funding	0	0	0	0	0	51,672	0	0	51,672
Carry Over From Prior Year	18,205	0	0	0	0	0	0	0	18,205
Total Revenues	\$ 309,121	\$ 5,929,047	\$ 2,760,616	\$ 2,266,217	\$ 995,447	\$ 3,677,392	\$ 3,005,356	\$ 1,351,310	\$ 22,321,484
EXPENDITURES									
Infrastructure Maintenance	0	2,894,805	0	350,000	42,250	2,072	336,250	60,250	3,809,127
GIS Project	20,000	0	0	0	0	0	0	0	20,000
Engineering	20,000	25,000	2,000	25,000	2,500	2,500	20,000	5,000	122,000
Management	60,586	12,005	12,005	12,005	12,005	12,000	12,005	12,005	156,621
Operations Administration	36,600	33,300	15,650	17,650	17,650	0	17,650	15,650	169,800
Legal	35,000	35,000	35,000	35,000	13,000	0	20,000	10,000	173,000
Assessment Roll	7,500	1,500	1,500	1,500	1,500	0	1,500	1,500	18,000
Audit Fees	6,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	30,000
Arbitrage Rebate Fee	0	1,500	1,500	1,500	1,500	1,500	1,500	1,000	10,000
Rents & Leases	15,000	0	0	0	0	0	0	0	15,000
Insurance	73,000	0	0	0	0	0	0	0	73,000
Legal Advertising	5,000	0	0	0	0	0	0	0	5,000
Miscellaneous	3,000	1,700	1,700	1,700	1,700	25,000	5,000	5,000	56,800
Postage	0	0	0	0	0	0	0	0	3,000
Office Supplies / Marketing	5,000	10,000	0	0	0	4,800	12,000	5,000	15,000
Trustee Fees	0	5,000	5,000	3,750	3,750	0	10,000	0	49,300
Website	1,500	0	0	0	0	0	0	0	1,500
Continuing Disc Fee	0	500	1,500	500	500	1,500	1,000	500	6,500
Continn / Cap Proj / Reimb	0	175,000	0	435,000	0	0	0	0	610,000
Total Expenditures	\$ 293,186	\$ 3,198,310	\$ 53,855	\$ 886,605	\$ 99,355	\$ 50,872	\$ 429,905	\$ 182,155	\$ 5,343,648
Excess / (Shortfall)	\$ 15,935	\$ 2,730,737	\$ 2,706,761	\$ 1,379,612	\$ 896,092	\$ 3,626,520	\$ 1,877,572	\$ 1,169,155	\$ 16,977,836
Payment to Trustee (Unit 1)	0	(2,374,994)	0	0	0	0	0	0	(2,374,994)
Payment to Trustee (Unit 2)	0	0	(2,541,124)	0	0	0	0	0	(2,541,124)
Payment to Trustee (Unit 3)	0	0	0	(1,269,739)	0	0	0	0	(1,269,739)
Payment to Trustee (Unit 4)	0	0	0	0	(837,666)	0	0	0	(837,666)
Payment to Trustee (Unit 5)	0	0	0	0	0	(3,625,720)	0	0	(3,625,720)
Payment to Trustee (Unit 7)	0	0	0	0	0	(2,506,985)	0	0	(2,506,985)
Payment to Trustee (Unit 8)	0	0	0	0	0	0	(1,877,572)	0	(1,877,572)
Payment to Trustee (Unit 9)	0	0	0	0	0	0	0	(1,169,155)	(1,169,155)
BALANCE	\$ 15,935	\$ 355,743	\$ 165,637	\$ 109,873	\$ 58,426	\$ 800	\$ 68,466	\$ -	\$ 774,880
County Appr & Tax Coll Fee	(5,312)	(118,581)	(55,212)	(36,624)	(19,475)	-	(22,822)	-	(258,027)
Discounts For Early Payments	(10,623)	(237,162)	(110,425)	(73,249)	(38,951)	-	(45,644)	-	(516,053)
Net Excess / (Shortfall)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ 800

Infrastructure Maintenance Breakdown

FY 2023 - 2024	Dist Proper	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 7	Unit 8	Unit 9	Total
MAINTENANCE EXPENDITURE										
Lake / Littoral Maintenance ^{1, 8, 9}	0	126,000	0	0	40,000	3,000	20,000	3,000	48,500	240,500
Mitigation Maintenance	0	2,250	0	0	2,250	0	2,250	2,250	0	9,000
Road Maintenance / Resurface ²	0	156,730	0	350,000	0	0	0	0	0	506,730
Road Reconstruction / Widening ²	0	391,825	0	0	0	0	0	0	0	391,825
Landscaping ⁴	0	1,446,000	0	0	0	0	314,000	31,000	75,000	1,866,000
Security Services ⁵	0	26,000	0	0	0	0	0	0	0	26,000
Street Lighting ⁶	0	598,000	0	0	0	0	0	24,000	0	622,000
Canal Maintenance / Repayment	0	48,000	0	0	0	0	0	0	0	48,000
Misc Maintenance/Repairs ⁷	0	100,000	0	0	0	0	0	0	0	100,000
Total Maintenance Expenditure	\$ -	\$ 2,894,805	\$ -	\$ 350,000	\$ 42,250	\$ 3,000	\$ 336,250	\$ 60,250	\$ 123,500	\$ 3,810,055

FY 2022 - 2023	Dist Proper	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 7	Unit 8	Unit 9	Total
MAINTENANCE EXPENDITURE										
Lake / Littoral Maintenance	0	110,000	0	0	38,400	10,000	2,250	3,000	0	163,650
Mitigation Maintenance	0	2,250	0	0	2,250	0	2,250	2,250	0	9,000
Road Maintenance / Resurface	0	78,865	0	100,620	0	0	0	0	0	179,485
Road Reconstruction / Widening	0	276,028	0	0	0	0	0	0	0	276,028
Landscaping	0	912,000	0	0	0	0	279,000	31,000	0	1,222,000
Security Services	0	26,000	0	0	0	0	0	0	0	26,000
Street Lighting	0	464,000	0	0	0	0	0	24,000	0	488,000
Canal Maintenance / Repayment	0	48,000	0	0	0	0	0	0	0	48,000
Misc Maintenance/Repairs	0	50,000	0	0	0	0	0	0	0	50,000
Total Maintenance Expenditure	\$ -	\$ 1,967,143	\$ -	\$ 100,620	\$ 40,650	\$ 10,000	\$ 283,500	\$ 60,250	\$ -	\$ 2,462,163

NOTES:

- Unit 1 Lake maintenance increase from additional ponds West Villages Parkway, Manasota Beach road, Preto Extensions and removal of Grand Lake per maintenance agreement WP LLLP
- Unit 1 Resurfacing from spreadsheet reviewed by board on 2/10/22
- Unit 3 Road resurfacing from spreadsheet reviewed by board on 2/10/2022, proposal received 2023 at \$1,043,094- (current balance) \$496,256= \$547,774 DEFICIT
- Unit 1 Landscape includes current contract price and addition of West Villages Parkway and Preto extension, Manasota Beach Road, Merlot, Mezzo, Playmore
- Security services for opening/closing Blue Heron Park
- Street Lighting includes addition of West Villages Parkway and Preto extension, Manasota Beach Road, Merlot, Mezzo
- Misc repairs increase Paver repairs, sidewalk repairs, dog park repairs, playground repairs
- The total cost of lake maintenance for the Braves pond is \$7,400; however pursuant to the Drainage License Agreement, 28% of the total stormwater management costs are being allocated to this budget, and 72% of the costs are allocated to Unit 7 Budget
- pursuant to the Drainage License Agreement, 72% of the total stormwater management costs for the lake maintenance costs for the lake maintenance costs for the Braves pond are being allocated to this budget, and 28% allocated to the Unit 5 Budget

District Proper

	Fiscal Year 2022/2023 Annual Budget	Fiscal Year 2023/2024 Annual Budget
REVENUES		
O & M Assessments	334,602	265,586
O & M Direct Bill	24,330	24,330
Debt Assessments	0	0
Debt Direct Bill	0	0
Developer Contribution	0	0
Interest Income	1,000	1,000
Other	0	0
Carry Over Revenues	18,205	18,205
Total Revenues	\$ 378,137	\$ 309,121
EXPENDITURES		
GIS Project	40,000	20,000
Engineering	45,000	20,000
Management	60,586	60,586
Operations Administration	31,300	36,600
Legal	75,000	35,000
Assessment Roll	7,500	7,500
Annual Audit	6,000	6,000
Arbitrage Rebate Fee	0	0
Rents & Leases	15,000	15,000
Insurance	47,000	73,000
Legal Advertising	15,000	5,000
Miscellaneous	3,175	5,000
Postage	3,000	3,000
Office Supplies	8,000	5,000
Trustee Fees	0	0
Continuing Disclosure Fee	0	0
Website	1,500	1,500
Contingency / Prev Shortfall	0	0
Total Expenditures	\$ 358,061	\$ 293,186
EXCESS / (SHORTFALL)	\$ 20,076	\$ 15,935
Payment to Trustee	-	-
BALANCE	\$ 20,076	\$ 15,935
County Appraiser & Tax Collector Fee	(6,692)	(5,312)
Discounts for Early Payments	(13,384)	(10,623)
NET EXCESS / (SHORTFALL)	\$ -	\$ -

* Fund Balance as of 4-30-23 = \$603,082

Unit 1

	Fiscal Year 2022/2023 Annual Budget	Fiscal Year 2023/2024 Annual Budget
REVENUES		
O & M Assessments	2,161,960	3,402,457
O & M Direct Bill	43,405	0
Debt Assessments	2,357,243	2,526,589
Debt Direct Bill	158,185	0
Developer Contribution	0	0
Other Revenues	0	0
Carry Over Revenues	0	0
Total Revenues	\$ 4,720,793	\$ 5,929,047
EXPENDITURES		
Infrastructure Maintenance - notes 1,2 & 3	1,967,143	2,894,805
Engineering	25,000	25,000
Management	12,005	12,005
Operations Administration	33,300	33,300
Legal	25,000	35,000
Assessment Roll	1,500	1,500
Audit Fees	3,000	3,000
Arbitrage Rebate Fee	1,500	1,500
Rents & Leases	0	0
Insurance	0	0
Legal Advertising	0	0
Miscellaneous	1,700	1,700
Postage	0	0
Office Supplies / Marketing	0	10,000
Trustee Fees	5,000	5,000
Continuing Disclosure Fee	500	500
Website	0	0
Contin / Cap Proj / ERC - see note 4	0	175,000
Total Expenditures	\$ 2,075,648	\$ 3,198,310
EXCESS / (SHORTFALL)	\$ 2,645,146	\$ 2,730,737
Payment to Trustee	(2,373,994)	(2,374,994)
BALANCE	\$ 271,152	\$ 355,743
County Appraiser & Tax Collector Fee	(90,384)	(118,581)
Discounts for Early Payments	(180,768)	(237,162)
NET EXCESS / (SHORTFALL)	\$ -	\$ -
<u>As of 4/30/23</u>		
General Fund Balance - see note 5 =	(\$338,250)	
Road Resurfacing Fund Balance =	\$741,074	

Note 1: Infrastructure Maintenance Unit 1 Lake maintenance increase from additional ponds associated with the extensions of West Villages Parkway, Manasota Beach Road, Preto Blvd, and Playmore. Note, the increase does not include the Grand Lake in Downtown which is paid for in full by Wellen Park, LLLP per a 20-year maintenance agreement entered into in fiscal year 2022/2023.

Note 2: Infrastructure Maintenance Unit 1 Resurfacing from spreadsheet reviewed by board on 2/10/22

Note 3: Infrastructure Maintenance Unit 1 Landscape includes current contract price and addition of the extensions of West Villages Parkway, Preto Blvd extension, Manasota Beach Road, Merlot, Mezzo, Playmore.

Note 4: Change in Capital Project cost is to cover one-half of the cost to construct a second stormwater outfall from Island Walk to PIL 1. The remaining one-half will be paid for from Unit 6, based on the belief this is from excess stormwater can be used for irrigation.

Note 5: Fund balance shortfall is anticipated to be eliminated within the next +/- six months from Insurance reimbursements for costs associated with Hurricane Ian.

Unit 2

	Fiscal Year 2022/2023 Annual Budget	Fiscal Year 2023/2024 Annual Budget
REVENUES		
O & M Assessments	56,003	57,293
O & M Direct Bill	1,213	0
Debt Assessments	2,696,557	2,703,324
Debt Direct Bill	60,350	0
Developer Contribution	0	0
Other Revenues	0	0
Carry Over Funds from Prior Year	0	0
BOND PREPAYMENTS		
PREPAYMENTS SENT TO TRUSTEE		
Total Revenues	\$ 2,814,123	\$ 2,760,616
EXPENDITURES		
Infrastructure Maintenance	0	0
Engineering	2,000	2,000
Management	12,005	12,005
Operations Administration	15,650	15,650
Legal	10,000	10,000
Assessment Roll	1,500	1,500
Audit Fees	3,000	3,000
Arbitrage Rebate Fee	1,500	1,500
Rents & Leases	0	0
Insurance	0	0
Legal Advertising	0	0
Miscellaneous	1,700	1,700
Postage	0	0
Office Supplies	0	0
Trustee Fees	5,000	5,000
Continuing Disclosure Fee	1,500	1,500
Website	0	0
Contingency / Capital Projects	0	0
Total Expenditures	\$ 53,855	\$ 53,855
EXCESS / (SHORTFALL)	\$ 2,760,268	\$ 2,706,761
Payment to Trustee	(2,595,114)	(2,541,124)
BALANCE	\$ 165,154	\$ 165,637
County Appraiser & Tax Collector Fee	(55,051)	(55,212)
Discounts for Early Payments	(110,102)	(110,425)
NET EXCESS / (SHORTFALL)	\$ -	\$ -

* Fund Balance as of 4-30-23 = \$136,653

Unit 3

	Fiscal Year 2022/2023 Annual Budget	Fiscal Year 2023/2024 Annual Budget
REVENUES		
O & M Assessments	284,282	480,431
O & M Direct Bill	0	0
Debt Assessments	1,338,233	1,350,786
Debt Direct Bill	0	0
Developer Contribution	0	0
Other Revenues / to fund irrigation litigation	0	435,000
Carry Over Funds from Prior Year	0	0
Total Revenues	\$ 1,622,515	\$ 2,266,217
EXPENDITURES		
Infrastructure Maintenance - note 1	100,620	350,000
Engineering	25,000	25,000
Management	12,005	12,005
Operations Administration	17,650	17,650
Legal	100,000	35,000
Assessment Roll	1,500	1,500
Audit Fees	3,000	3,000
Arbitrage Rebate Fee	1,500	1,500
Rents & Leases	0	0
Insurance	0	0
Legal Advertising	0	0
Miscellaneous	1,700	1,700
Postage	0	0
Office Supplies	0	0
Trustee Fees	3,750	3,750
Continuing Disclosure Fee	500	500
Website	0	0
Contin / Reimb to fund balance - note 2	0	435,000
Total Expenditures	\$ 267,225	\$ 886,605
EXCESS / (SHORTFALL)	\$ 1,355,290	\$ 1,379,612
Payment to Trustee	(1,257,939)	(1,269,739)
BALANCE	\$ 97,351	\$ 109,873
County Appraiser & Tax Collector Fee	(32,450)	(36,624)
Discounts for Early Payments	(64,901)	(73,249)
NET EXCESS / (SHORTFALL)	\$ -	\$ -
<u>As of 4/30/23</u>		
General Fund Balance =	\$349,979	
Road Resurfacing Fund Balance =	\$496,256	

Note 1: Roadway resurfacing budget for 2022/2023 was based on the WVID Engineer's spreadsheet reviewed by board on 2/10/2022. Due to Hurricane Ian, the need to resurface WVID roadways has been accelerated. A proposal received March 2023 to resurface the WVID roadways within GP was \$1,043,094, which represents a deficit of \$1,043,094- (current balance) \$496,256= \$547,774 DEFICIT. WVID Board has talked about the need to accomplish the resurfacing in two phases. Therefore, this budget increase is anticipated to allow for the roadway resurfacing projects to be completed in 2023 & 2024.

Note 2: Legal Fees lawsuit costs are now being handled in Unit 6, with final allocation pending outcome of lawsuit and any appeals.

Unit 4

	Fiscal Year 2022/2023 Annual Budget	Fiscal Year 2023/2024 Annual Budget
REVENUES		
O & M Assessments	105,718	107,448
O & M Direct Bill	-1,620	-1,646
Debt Assessments	866,319	866,319
Debt Direct Bill	23,326	23,326
Developer Contribution	0	0
Other Revenues	0	0
Carry Over Funds from Prior Year	0	0
Total Revenues	\$ 993,744	\$ 995,447
EXPENDITURES		
Infrastructure Maintenance	40,650	42,250
Engineering	2,500	2,500
Management	12,005	12,005
Operations Administration	17,650	17,650
Legal	13,000	13,000
Assessment Roll	1,500	1,500
Audit Fees	3,000	3,000
Arbitrage Rebate Fee	1,500	1,500
Rents & Leases	0	0
Insurance	0	0
Legal Advertising	0	0
Miscellaneous	1,700	1,700
Postage	0	0
Office Supplies	0	0
Trustee Fees	3,750	3,750
Continuing Disclosure Fee	500	500
Website	0	0
Contingency / Prev Shortfall	0	0
Total Expenditures	\$ 97,755	\$ 99,355
EXCESS / (SHORTFALL)	\$ 895,989	\$ 896,092
Payment to Trustee	(837,666)	(837,666)
BALANCE	\$ 58,322	\$ 58,426
County Appraiser & Tax Collector Fee	(19,441)	(19,475)
Discounts for Early Payments	(38,881)	(38,951)
NET EXCESS / (SHORTFALL)	\$ -	\$ -

* Fund Balance as of 4-30-23 = \$227,231

Unit 5

	Fiscal Year 2022/2023 Annual Budget	Fiscal Year 2023/2024 Annual Budget
REVENUES		
O & M Assessments	0	0
O & M Direct Bill	0	0
Debt Assessments	0	0
Debt Direct Bill	3,625,720	3,625,720
Developer Contribution	87,255	51,672
Other Revenues	0	0
Carry Over Funds from Prior Year	0	0
Total Revenues	\$ 3,712,975	\$ 3,677,392
EXPENDITURES		
Infrastructure Maintenance - note 1	10,000	2,072
Engineering	2,500	2,500
Management	12,005	12,000
Operations Administration	17,650	0
Legal	10,000	0
Assessment Roll	0	0
Audit Fees	3,000	3,000
Arbitrage Rebate Fee	0	0
Rents & Leases	0	0
Insurance	0	0
Legal Advertising	0	0
Miscellaneous - note 2	25,000	25,000
Postage	0	0
Office Supplies	0	0
Trustee Fees - Note	800	800
Trustee Fees - Bonds	4,800	4,800
Continuing Disclosure Fee	1,500	1,500
Website	0	0
Contingency / Prev Shortfall	0	0
Total Expenditures	\$ 87,255	\$ 51,672
EXCESS / (SHORTFALL)	\$ 3,625,720	\$ 3,625,720
Payment to Trustee	(3,625,720)	(3,625,720)
BALANCE	\$ -	\$ -
County Appraiser & Tax Collector Fee	-	-
Discounts for Early Payments	-	-
NET EXCESS / (SHORTFALL)	\$ -	\$ -

* Fund Balance as of 4-30-23 = \$65,379

Note 1 -The total cost of lake maintenance for the Braves pond is \$7,400; however pursuant to the Drainage License Agreement, 28% of the total stormwater management costs are being allocated to this budget, and 72% of the costs are allocated to Unit 7 Budget
Note 2 - Fitch Ratings fee of \$25,000 per year

Unit 7

	Fiscal Year 2022/2023 Annual Budget	Fiscal Year 2023/2024 Annual Budget
REVENUES		
O & M Assessments	114,212	130,186
O & M Direct Bill	269,796	307,530
Debt Assessments	1,010,915	1,010,915
Debt Direct Bill	1,556,725	1,556,725
Developer Contribution	0	0
Other Revenues	0	0
Carry Over Funds from Prior Year	0	0
Total Revenues	\$ 2,951,648	\$ 3,005,356
EXPENDITURES		
Infrastructure Maintenance - note 1	283,500	336,250
Engineering	20,000	20,000
Management	12,005	12,005
Operations Administration	17,650	17,650
Legal	20,000	20,000
Assessment Roll	1,500	1,500
Audit Fees	3,000	3,000
Arbitrage Rebate Fee	1,500	1,500
Rents & Leases	0	0
Insurance	0	0
Legal Advertising	0	0
Miscellaneous	5,000	5,000
Postage	0	0
Office Supplies	0	0
Trustee Fees	12,000	12,000
Continuing Disclosure Fee	1,000	1,000
Website	0	0
Contingency / Prev Shortfall	0	0
Total Expenditures	\$ 377,155	\$ 429,905
EXCESS / (SHORTFALL)	\$ 2,574,493	\$ 2,575,451
Payment to Trustee	(2,506,985)	(2,506,985)
BALANCE	\$ 67,508	\$ 68,466
County Appraiser & Tax Collector Fee	(22,503)	(22,822)
Discounts for Early Payments	(45,005)	(45,644)
NET EXCESS / (SHORTFALL)	\$ -	\$ -

* Fund Balance as of 4-30-23 = \$337,583

Notr 1 - Pursuant to the Drainage License Agreement, 72% of the total stormwater management costs for the lake maintenance costs for the Braves pond of \$7,400 are being allocated to this budget (\$5,328) , and 28% allocated Unit 5 Budget, \$2072

Unit 8

	Fiscal Year 2022/2023 Annual Budget	Fiscal Year 2023/2024 Annual Budget
REVENUES		
O & M Assessments	0	0
O & M Direct Bill	149,405	149,405
Debt Assessments	0	0
Debt Direct Bill	725,308	1,877,572
Developer Contribution	0	0
Other Revenues	0	0
Carry Over Funds from Prior Year	0	0
Total Revenues	\$ 874,713	\$ 2,026,977
EXPENDITURES		
Infrastructure Maintenance	60,250	60,250
Engineering	20,000	20,000
Management	12,005	12,005
Operations Administration	15,650	15,650
Legal	15,000	15,000
Assessment Roll	1,500	1,500
Audit Fees	3,000	3,000
Arbitrage Rebate Fee	1,500	1,500
Rents & Leases	0	0
Insurance	0	0
Legal Advertising	0	0
Miscellaneous	10,000	10,000
Postage	0	0
Office Supplies	0	0
Trustee Fees	10,000	10,000
Continuing Disclosure Fee	500	500
Website	0	0
Contingency / Prev Shortfall	0	0
Total Expenditures	\$ 149,405	\$ 149,405
EXCESS / (SHORTFALL)	\$ 725,308	\$ 1,877,572
Payment to Trustee	(725,308)	(1,877,572)
BALANCE	\$ -	\$ -
County Appraiser & Tax Collector Fee	-	-
Discounts for Early Payments	-	-
NET EXCESS / (SHORTFALL)	\$ -	\$ -

* Fund Balance as of 4-30-23 = \$231,019

Unit 9

	Fiscal Year 2022/2023 Annual Budget	Fiscal Year 2023/2024 Annual Budget
REVENUES		
O & M Assessments	0	0
O & M Direct Bill	53,655	182,155
Debt Assessments	0	0
Debt Direct Bill	0	1,169,155
Developer Contribution	0	0
Other Revenues	0	0
Carry Over Funds from Prior Year	0	0
Total Revenues	\$ 53,655	\$ 1,351,310
EXPENDITURES		
Infrastructure Maintenance	0	123,500
Engineering	5,000	5,000
Management	12,005	12,005
Operations Administration	15,650	15,650
Legal	5,000	10,000
Assessment Roll	1,500	1,500
Audit Fees	3,000	3,000
Arbitrage Rebate Fee	1,000	1,000
Rents & Leases	0	0
Insurance	0	0
Legal Advertising	0	0
Miscellaneous	5,000	5,000
Postage	0	0
Office Supplies	0	0
Trustee Fees	5,000	5,000
Continuing Disclosure Fee	500	500
Website	0	0
Contingency / Prev Shortfall	0	0
Total Expenditures	\$ 53,655	\$ 182,155
EXCESS / (SHORTFALL)	\$ -	\$ 1,169,155
Payment to Trustee	-	(1,169,155)
BALANCE	\$ -	\$ -
County Appraiser & Tax Collector Fee	-	-
Discounts for Early Payments	-	-
NET EXCESS / (SHORTFALL)	\$ -	\$ -

* Fund Balance as of 4-30-23 = (\$5,750)

Budget Comparison

	Fiscal Year 2021/2022 Actual	Fiscal Year 2022/2023 Annual Budget	Fiscal Year 2023/2024 Annual Budget
REVENUES			
O & M Assessments	1,724,299	3,056,776	4,443,401
O & M Direct Bill	644,094	627,439	661,774
Debt Assessments	5,703,976	8,269,267	8,457,933
Debt Direct Bill	1,966,059	6,149,615	8,252,499
Interest / Other Income	2,093,726	1,000	436,000
Bond Prepayments	60,776	0	0
Bond Prepayments Sent to Trustee	(60,776)	0	0
Developer Funding	1,419,985	0	51,672
Carry Over Funds from Prior Year	0	18,205	18,205
Total Revenues	\$ 13,552,139	\$ 18,122,303	\$ 22,321,484
EXPENDITURES			
Infrastructure Maintenance	1,663,991	2,462,163	3,809,127
GIS Project	0	40,000	20,000
Engineering	215,932	147,000	122,000
Management	144,692	156,626	156,621
Operations Administration	166,500	182,150	169,800
Legal	266,812	273,000	173,000
Assessment Roll	16,500	18,000	18,000
Audit Fees	27,000	30,000	30,000
Arbitrage Rebate Fee	5,850	10,000	10,000
Rents & Leases	14,400	15,000	15,000
Insurance	43,723	47,000	73,000
Legal Advertising	18,295	15,000	5,000
Miscellaneous	107,975	54,975	56,800
Postage	1,262	3,000	3,000
Office Supplies	2,526	8,000	15,000
Trustee Fees	42,660	50,100	49,300
Continuing Disclosure Fee	6,000	6,500	6,500
Website	1,500	1,500	1,500
Contingency / Capital Projects / ERC / Reimb to FB	1,250,888	0	610,000
Total Expenditures	3,996,506	3,520,013	5,343,648
EXCESS / (SHORTFALL)	\$ 9,555,633	\$ 14,602,289	\$ 16,977,836
Debt Payment to Trustee (All Units)	(7,533,229)	(13,922,727)	(15,033,801)
BALANCE	\$ 2,022,404	\$ 679,563	\$ 1,944,035
County Appraiser & Tax Collector Fee	(71,875)	(226,521)	(258,027)
Discounts for Early Payments	(254,022)	(453,042)	(516,053)
NET EXCESS / (SHORTFALL)	\$ 1,696,507	\$ -	\$ 1,169,955

Unit 1 - Debt Service

Fiscal Year

2023/2024

Annual Budget

REVENUES

Interest Income	0
Debt Collections	2,374,994
Total Revenues	\$ 2,374,994

EXPENDITURES

Principal Payments	1,250,000
Interest Payments	1,124,994
Miscellaneous / Extra Redemption	0
Total Expenditures	\$ 2,374,994

Excess / (Shortfall)	\$ -
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Series 2017 Bond Information

Original Par Amount =	\$32,165,000	Annual Principal Payments Due =	May 1st
Average Interest Rate =	4.47%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	July 2017		
Maturity Date =	May 2038		

Unit 2 - Debt Service

Series 2019A-1 (Performing)

Fiscal Year

2023/2024

Annual Budget

REVENUES

Interest Income	0
Net Debt Collections	1,353,018
Total Revenues	\$ 1,353,018

EXPENDITURES

Principal Payments	685,000
Interest Payments	713,719
Miscellaneous / Extra Redemption	-45,701
Total Expenditures	\$ 1,353,018

Excess / (Shortfall)	\$ -
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Series 2019A-1 Bifurcated Bond Information (Performing)

Original Par Amount =	\$15,190,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.750%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2019		
Maturity Date =	May 2036		

Series 2019A-2 (Non Performing)

Fiscal Year

2023/2024

Annual Budget

REVENUES

Interest Income	0
Net Debt Collections	1,188,107
Total Revenues	\$ 1,188,107

EXPENDITURES

Principal Payments	580,000
Interest Payments	607,488
Miscellaneous / Extra Redemption	619
Total Expenditures	\$ 1,188,107

Excess / (Shortfall)	\$ -
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Series 2019A-2 Bifurcated Bond Information (Non Performing)

Original Par Amount =	\$12,830,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.750%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2019		
Maturity Date =	May 2036		

Unit 3 - Debt Service

Fiscal Year

2023/2024

Annual Budget

REVENUES

Interest Income	0
Net Debt Collections	1,269,739
Total Revenues	\$ 1,269,739

EXPENDITURES

Principal Payments	670,000
Interest Payments	577,485
Miscellaneous / Extra Redemption	22,254
Total Expenditures	\$ 1,269,739

Excess / (Shortfall)	\$ -
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Series 2017 Bond Information

Original Par Amount =	\$16,550,000	Annual Principal Payments Due =	May 1st
Average Interest Rate =	4.66%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	July 2017		
Maturity Date =	May 2037		

Unit 4 - Debt Service

Fiscal Year
2023/2024
Annual Budget

REVENUES

Interest Income	0
Net Debt Collections	837,666
Total Revenues	\$ 837,666

EXPENDITURES

Principal Payments	285,000
Interest Payments	549,988
Miscellaneous / Extra Redemption	2,679
Total Expenditures	\$ 837,666

Excess / (Shortfall)	\$ -
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Series 2016 Bond Information

Original Par Amount =	\$13,090,000	Annual Principal Payments Due =	November 1st
Average Interest Rate =	4.88%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2016		
Maturity Date =	November 2046		

Unit 5 - Debt Service

**Fiscal Year
2023/2024
Annual Budget**

REVENUES

Direct Assessments - State of Florida	1,000,000
Direct Assessments - Atlanta Braves	2,625,720
Total Revenues	\$ 3,625,720

EXPENDITURES

2017A Principal Payments	590,000
2017A Interest Payments	406,239
2017B Principal Payments	1,499,370
2017B Interest Payments	1,089,226
Other / Extra Redemption	40,885
Total Expenditures	\$ 3,625,720

Excess / (Shortfall)	\$ -
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Series 2017A Bond Information

Original Par Amount =	\$13,955,000	Annual Principal Payments Due =	February 1st & August 1st
Average Interest Rate =	3.72%	Annual Interest Payments Due =	February 1st & August 1st
Issue Date =	December 2017		
Maturity Date =	February 2038		

Series 2017B Bond Information

Original Par Amount =	\$27,500,000	Annual Principal Payments Due =	June 30th & December 30th
Average Interest Rate =	5.39%	Annual Interest Payments Due =	June 30th & December 30th
Issue Date =	December 2017		
Maturity Date =	December 2033		

Unit 7 - Debt Service

Fiscal Year
2023/2024
Annual Budget

REVENUES

Interest	0
Net Master Debt Collections	1,974,499
Net Village B Debt Collections	86,602
Net Village F1 & F5 Debt Collections	445,884
Total Revenues	\$ 2,506,985

EXPENDITURES

2019 Master Principal Payments	560,000
2019 Master Interest Payments	1,411,138
2019 Village B Principal Payments	25,000
2019 Village B Interest Payments	60,025
2021 Village F1 & F5 Principal Payments	170,000
2021 Village F1 & F5 Interest Payments	275,038
Other / Extra Redemption	5,785
Total Expenditures	\$ 2,506,985

Excess / (Shortfall)	\$ -
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Series 2019 Master Bond Information

Original Par Amount =	\$31,040,000	Annual Principal Payments Due =	May 1st
Average Interest Rate =	4.90%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2019		
Maturity Date =	May 2050		

Series 2019 Village B Bond Information

Original Par Amount =	\$1,320,000	Annual Principal Payments Due =	May 1st
Average Interest Rate =	4.90%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2019		
Maturity Date =	May 2050		

Series 2021 Village F1 & F5 Bond Information

Original Par Amount =	\$7,975,000	Annual Principal Payments Due =	May 1st
Average Interest Rate =	3.79%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2021		
Maturity Date =	May 2051		

Unit 8 - Debt Service

Fiscal Year

2023/2024

Annual Budget

REVENUES

Interest	0
Net Master Debt Collections	725,308
Net Neighborhood Debt Collections	1,152,264

Total Revenues	\$ 1,877,572
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EXPENDITURES

2021 Master Principal Payments	275,000
2021 Master Interest Payments	448,456
2022 Neighborhood Principal Payments	240,000
2022 Neighborhood Interest Payments	907,800

Other / Extra Redemption	6,316
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Total Expenditures	\$ 1,877,572
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Excess / (Shortfall)	\$ -
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Series 2021 Master Bond Information

Original Par Amount =	\$13,000,000	Annual Principal Payments Due =	May 1st
Average Interest Rate =	3.79%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2021		
Maturity Date =	May 2051		

Series 2022 Neighborhood Bond Information

Original Par Amount =	\$17,000,000	Annual Principal Payments Due =	May 1st
Average Interest Rate =	5.45%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2022		
Maturity Date =	May 2053		

Unit 9 - Debt Service

Fiscal Year

2023/2024

Annual Budget

REVENUES

Interest	0
Net Master Debt Collections	1,169,155

Total Revenues	\$	1,169,155
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EXPENDITURES

2023 Master Principal Payments	245,000
2023 Master Interest Payments	922,547

Other / Extra Redemption	1,608
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Total Expenditures	\$	1,169,155
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Excess / (Shortfall)	\$	-
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Series 2023 Master Bond Information

Original Par Amount =	\$17,130,000	Annual Principal Payments Due = May 1st
Average Interest Rate =	5.53%	Annual Interest Payments Due = May 1st & November 1st
Issue Date =	April 2023	
Maturity Date =	May 2053	

Assessment Recap - District Proper

A	B	C	F	G	F	G
Lot Type		Units	Total Fiscal Year 2022/2023 Assessment	Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Projected Assessment	Total Fiscal Year 2023/2024 Projected Assessment Per Unit
Developed Lots In Unit 1 Only	Administrative <u>Debt</u>	523	\$ 7,761.08 \$ -	\$ 14.84 \$ -	\$ 6,511.10 \$ -	\$ 12.45 \$ -
	Sub-Total		\$ 7,761.08	\$ 14.84	\$ 6,511.10	\$ 12.45
Developed Lots In Unit 2	Administrative <u>Debt</u>	1,868	\$ 27,720.25 \$ -	\$ 14.84 \$ -	\$ 23,255.72 \$ -	\$ 12.45 \$ -
	Sub-Total		\$ 27,720.25	\$ 14.84	\$ 23,255.72	\$ 12.45
Developed Lots In Unit 3	Administrative <u>Debt</u>	1,827	\$ 27,111.82 \$ -	\$ 14.84 \$ -	\$ 22,745.29 \$ -	\$ 12.45 \$ -
	Sub-Total		\$ 27,111.82	\$ 14.84	\$ 22,745.29	\$ 12.45
Developed Lots In Unit 4	Administrative <u>Debt</u>	786	\$ 11,663.87 \$ -	\$ 14.84 \$ -	\$ 9,785.33 \$ -	\$ 12.45 \$ -
	Sub-Total		\$ 11,663.87	\$ 14.84	\$ 9,785.33	\$ 12.45
Developed Lots In Sarasota County	Administrative <u>Debt</u>	0	\$ - \$ -	\$ 14.84 \$ -	\$ 0 \$ -	\$ 12.45 \$ -
	Sub-Total		\$ -	\$ 14.84	\$ -	\$ 12.45
Undeveloped Land In Unit 1	Administrative <u>Debt</u>	10,335	\$ 153,366.56 \$ -	\$ 14.84 \$ -	\$ 128,665.89 \$ -	\$ 12.45 \$ -
	Sub-Total		\$ 153,366.56	\$ 14.84	\$ 128,665.89	\$ 12.45
Undeveloped Land In Unit 2	Administrative <u>Debt</u>	205	\$ 3,042.10 \$ -	\$ 14.84 \$ -	\$ 2,552.15 \$ -	\$ 12.45 \$ -
	Sub-Total		\$ 3,042.10	\$ 14.84	\$ 2,552.15	\$ 12.45
Undeveloped Land In Unit 3	Administrative <u>Debt</u>	91	\$ 1,350.40 \$ -	\$ 14.84 \$ -	\$ 1,132.91 \$ -	\$ 12.45 \$ -
	Sub-Total		\$ 1,350.40	\$ 14.84	\$ 1,132.91	\$ 12.45
Undeveloped Land In Unit 4	Administrative <u>Debt</u>	238	\$ 3,531.81 \$ -	\$ 14.84 \$ -	\$ 2,962.99 \$ -	\$ 12.45 \$ -
	Sub-Total		\$ 3,531.81	\$ 14.84	\$ 2,962.99	\$ 12.45
Undeveloped Land In Sarasota County	Administrative <u>Debt</u>	7,303	\$ 108,373.10 \$ -	\$ 14.84 \$ -	\$ 90,918.91 \$ -	\$ 12.45 \$ -
	Sub-Total		\$ 108,373.10	\$ 14.84	\$ 90,918.91	\$ 12.45
Total		23,176	\$ 334,601.77		\$ 265,585.81	

Administrative Assessment Includes 1% County Tax Collector Fee, a 1% County Property Appraiser Fee and a 4% discount for early payment of taxes.

Note: The Assessment is calculated by the assessable units. 1 unit = 1/2 acre or less portion.

There are **21,333.00** assessable units in the District.

Assessment Recap - Unit 1

A	B	C	F	G	F	G
Lot Type		Units	Total Fiscal Year 2022/2023 Assessment	Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Projected Assessment	Total Fiscal Year 2023/2024 Projected Assessment Per Unit
Developed Lots In Unit 1 Only	Administrative <u>Debt</u>	523	\$ 69,428.04 \$ 75,699.27	\$ 132.75 \$ 144.74	\$ 121,466.57 \$ 90,198.37	\$ 232.25 \$ 172.46
	Sub-Total		\$ 145,127.31	\$ 277.49	\$ 211,664.94	\$ 404.71
Developed Lots In Unit 2	Administrative <u>Debt</u>	1,868	\$ 247,976.27 \$ 270,375.21	\$ 132.75 \$ 144.74	\$ 433,842.36 \$ 322,161.67	\$ 232.25 \$ 172.46
	Sub-Total		\$ 518,351.47	\$ 277.49	\$ 756,004.02	\$ 404.71
Developed Lots In Unit 3	Administrative <u>Debt</u>	1,827	\$ 242,533.53 \$ 264,440.85	\$ 132.75 \$ 144.74	\$ 424,320.12 \$ 315,090.67	\$ 232.25 \$ 172.46
	Sub-Total		\$ 506,974.38	\$ 277.49	\$ 739,410.79	\$ 404.71
Developed Lots In Unit 4	Administrative <u>Debt</u>	786	\$ 104,341.19 \$ 113,766.01	\$ 132.75 \$ 144.74	\$ 182,548.23 \$ 135,556.25	\$ 232.25 \$ 172.46
	Sub-Total		\$ 218,107.20	\$ 277.49	\$ 318,104.48	\$ 404.71
Undeveloped Land In Unit 1	Admin / Maint <u>Debt</u>	10,335	\$ 1,371,967.19 \$ 1,495,892.80	\$ 132.75 \$ 144.74	\$ 2,400,300.19 \$ 1,782,409.45	\$ 232.25 \$ 172.46
	Sub-Total		\$ 2,867,859.99	\$ 277.49	\$ 4,182,709.63	\$ 404.71
Undeveloped Land In Unit 2	Administrative <u>Debt</u>	205	\$ 27,213.67 \$ 29,671.80	\$ 132.75 \$ 144.74	\$ 47,611.18 \$ 35,355.00	\$ 232.25 \$ 172.46
	Sub-Total		\$ 56,885.47	\$ 277.49	\$ 82,966.18	\$ 404.71
Undeveloped Land In Unit 3	Administrative <u>Debt</u>	91	\$ 12,080.21 \$ 13,171.38	\$ 132.75 \$ 144.74	\$ 21,134.72 \$ 15,694.17	\$ 232.25 \$ 172.46
	Sub-Total		\$ 25,251.60	\$ 277.49	\$ 36,828.89	\$ 404.71
Undeveloped Land In Unit 4	Administrative <u>Debt</u>	238	\$ 31,594.41 \$ 34,448.23	\$ 132.75 \$ 144.74	\$ 55,275.42 \$ 41,046.29	\$ 232.25 \$ 172.46
	Sub-Total		\$ 66,042.64	\$ 277.49	\$ 96,321.71	\$ 404.71
Total Admin / Maint			\$ 2,161,960.11		\$ 3,402,457.45	
Total Debt			\$ 2,357,243.36		\$ 2,526,589.11	
Total			15,873	\$ 4,519,203.47	\$ 5,929,046.55	

Admin / Maint Assessment Includes 1% County Tax Collector Fee, a 1% County Property Appraiser Fee and a 4% discount for early payment of taxes.

Note: The Assessment is calculated by the assessable units as shown in Exhibit D of the Unit 1 Report Of Engineer.

There are **14,650.00** assessable units in Unit 1.

Assessment Recap - Unit 2 (Total Gross)

A	B	C	E	F	I	H	I
Lot Type		Percentage	Admin / Maint Assessment Allocation	Units	Total Fiscal Year 2022/2023 Per Unit	Total Fiscal Year 2023/2024 Projected Assessment	Total Fiscal Year 2023/2024 Projected Per Unit
2019 A-1 (Performing)							
Island Walk Single	Admin / Maint Debt	23.73%	13,595.14	1,750 1,747	\$ 7.63 \$ 379.89	\$ 13,595.14 \$ 663,667.83	\$ 7.77 \$ 379.89
Family	Sub-Total				\$ 387.52	\$ 677,262.97	\$ 387.66
Island Walk Multi	Admin / Maint Debt	1.59%	911.98	118	\$ 7.60 \$ 378.22	\$ 911.98 \$ 44,629.96	\$ 7.73 \$ 378.22
Family	Sub-Total				\$ 385.82	\$ 45,541.94	\$ 385.95
Gran Paradiso Single	Admin / Maint Debt	16.49%	9,448.66	1,090 1,064	\$ 8.52 \$ 424.10	\$ 9,448.66 \$ 451,242.40	\$ 8.67 \$ 424.10
Family	Sub-Total				\$ 432.62	\$ 460,691.06	\$ 432.77
Gran Paradiso Multi	Admin / Maint Debt	3.35%	1,921.07	260	\$ 7.26 \$ 361.34	\$ 1,921.07 \$ 93,948.40	\$ 7.39 \$ 361.34
Family (3 BDR)	Sub-Total				\$ 368.60	\$ 95,869.47	\$ 368.73
Gran Paradiso Multi	Admin / Maint Debt	6.73%	3,854.48	585 577	\$ 6.47 \$ 322.17	\$ 3,854.48 \$ 185,892.09	\$ 6.59 \$ 322.17
Family (2 BDR)	Sub-Total				\$ 328.64	\$ 189,746.57	\$ 328.76
Preserve Single	Admin / Maint Debt	1.49%	854.55	110	\$ 7.63 \$ -	\$ 854.55 \$ -	\$ 7.77 \$ -
Family	Sub-Total				\$ 7.63	\$ 854.55	\$ 7.77
Preserve Multi	Admin / Maint Debt	1.52%	873.34	113	\$ 7.60 \$ -	\$ 873.34 \$ -	\$ 7.73 \$ -
Family	Sub-Total				\$ 7.60	\$ 873.34	\$ 7.73
2019 A-2 (Non Performing)							
Thomas 167 * Multi	Admin / Maint Debt	1.00%	572.94	76	\$ 7.41 \$ 368.91	\$ 572.94 \$ 28,037.16	\$ 7.54 \$ 368.91
Family (3 BDR)	Sub-Total				\$ 376.32	\$ 28,610.10	\$ 376.45
Thomas 167 * Multi	Admin / Maint Debt	1.65%	943.44	140	\$ 6.63 \$ 329.74	\$ 943.44 \$ 46,163.60	\$ 6.74 \$ 329.74
Family (2 BDR)	Sub-Total				\$ 336.37	\$ 47,107.04	\$ 336.48
Thomas 167 * Commercial	Admin / Maint Debt	42.44%	24,316.95	92.49	\$ 258.47 \$ 12,863.47	\$ 24,316.95 \$ 1,189,742.34	\$ 262.91 \$ 12,863.47
	Sub-Total				\$ 13,121.94	\$ 1,214,059.29	\$ 13,126.38
						\$ 57,292.55	
						\$ 2,703,323.78	
Total		100.00%	\$ 57,292.55	4,334		\$ 2,758,888.44	

Admin / Maint Assessment Includes 1% County Tax Collector Fee, a 1% County Property Appraiser Fee and a 4% discount for early payment of taxes.

Notes:

* Thomas 167 was originally referred to as the "Town Center" in the Unit 2 Methodology and included Town Center Residential and Town Center Commercial
The Debt Assessment is calculated by the WVID Unit 2 Amended & Restated Final MR Rev 09-25-19
The Admin / Maint Assessment is calculated by the WVID Unit 2 Amended & Restated Final MR Rev 09-25-19 percentages

Methodology Report Attached.

There are 37 units with pre-paid bonds.

3 unit in Island Walk Single Family
26 unit in the Gran Paradiso Single Family
8 unit in the Gran Paradiso Multi Family

Assessment Recap - Unit 2 (Collection Method)

A	B	C	D	E	F	G	H	I
TOTAL GROSS								

2019 A-1 (Performing)

		Total Fiscal Year 2023/2024		Total Fiscal Year 2023/2024
Lot Type		Units	Projected Assessment	Projected Per Unit
Island Walk	Admin / Maint	1,750	\$ 13,595.14	\$ 7.77
Single	Debt	1,747	\$ 663,667.83	\$ 379.89
Family	Sub-Total		\$ 677,262.97	\$ 387.66
Island Walk	Admin / Maint		\$ 911.98	\$ 7.73
Multi	Debt	118	\$ 44,629.96	\$ 378.22
Family	Sub-Total		\$ 45,541.94	\$ 385.95

ISLAND WALK ON ROLL GROSS			ISLAND WALK DIRECT BILL GROSS		
1,750	\$ 13,595.14	\$ 7.77	\$ -	-	
1,747	\$ 663,667.83	\$ 379.89	\$ -	-	
	\$ 677,262.97	\$ 387.66	\$ -	-	
118	\$ 911.98	\$ 7.73	\$ -	-	
	\$ 44,629.96	\$ 378.22	\$ -	-	
	\$ 45,541.94	\$ 385.95	\$ -	-	
	\$ 14,507.12		\$ -	-	
	\$ 708,297.79		\$ -	-	

Island Walk Direct Bill Net		
\$ -	-	
\$ -	-	

GRAN PARADISO ON ROLL GROSS			GRAN PARADISO DIRECT BILL GROSS		
1,090	\$ 9,448.66	\$ 8.67	\$ -	-	
1,064	\$ 451,242.40	\$ 424.10	\$ -	-	
	\$ 460,691.06	\$ 432.77	\$ -	-	
260	\$ 1,921.07	\$ 7.39	\$ -	-	
	\$ 93,948.40	\$ 361.34	\$ -	-	
	\$ 95,869.47	\$ 368.73	\$ -	-	
585	\$ 3,854.48	\$ 6.59	\$ -	-	
577	\$ 185,892.09	\$ 322.17	\$ -	-	
	\$ 189,746.57	\$ 328.76	\$ -	-	
	\$ 15,224.21		\$ -	-	
	\$ 731,082.89		\$ -	-	

Gran Paradiso Direct Bill Net		
\$ -	-	
\$ -	-	

PRESERVE ON ROLL GROSS				PRESERVE DIRECT BILL GROSS			
110	\$	854.55	\$	7.77	\$		-
	\$	-	\$	-		\$	-
	\$	854.55	\$	7.77		\$	-
113	\$	873.34	\$	7.73	\$		-
	\$	-	\$	-		\$	-
	\$	873.34	\$	7.73		\$	-
<hr/>				<hr/>			
	\$	1,727.89			\$		-
	\$	-			\$		-
<hr/>				<hr/>			
				Preserve Direct Bill Net			
				\$ -			
				\$ -			

2019 A-2 (Non Performing)

Thomas 167 *	Admin / Maint Debt	76	\$ 572.94 \$ 28,037.16	\$ 7.54 \$ 368.91
Family (3 BDR)	Sub-Total		\$ 28,610.10	\$ 376.45
Thomas 167 *	Admin / Maint Debt	140	\$ 943.44 \$ 46,163.60	\$ 6.74 \$ 329.74
Family (2 BDR)	Sub-Total		\$ 47,107.04	\$ 336.48
Thomas 167 *	Admin / Maint Debt	92	\$ 24,316.95 \$ 1,189,742.34	\$ 262.91 \$ 12,863.47
Commercial	Sub-Total		\$ 1,214,059.29	\$ 13,126.38
			\$ 57,292.55	
			\$ 2,703,323.78	
Total		4,049	\$ 2,758,888.44	

TOWN CENTER ON ROLL GROSS			TOWN CENTER DIRECT BILL GROSS		
	\$ 572.94	\$ 7.54	\$	-	
76	\$ 28,037.16	\$ 368.91	\$	-	
	\$ 28,610.10	\$ 376.45	\$	-	
	\$ 943.44	\$ 6.74	\$	-	
140	\$ 46,163.60	\$ 329.74	\$	-	
	\$ 47,107.04	\$ 336.48	\$	-	
	\$ 24,316.95	\$ 262.91	\$	-	
92	\$1,189,742.34	\$ 12,863.47	\$	-	
	\$1,214,059.29	\$ 13,126.38	\$	-	
	\$ 25,833.33		\$	-	
	\$1,263,943.10		\$	-	
Town Center Direct Bill Net			\$	-	
			\$	-	

Admin / Maint Assessment Includes 1% County Tax Collector Fee, a 1% County Property Appraiser Fee and a 4% discount for early payment of taxes.

Notes:
 * Thomas 167 was originally referred to as the "Town Center" in the Unit 2 Methodology and included Town Center Residential and Town Center Commercial
 The Debt Assessment is calculated by the WVID Unit 2 Amended & Restated Final MR Rev 09-25-19
 The Admin / Maint Assessment is calculated by the WVID Unit 2 Amended & Restated Final MR Rev 09-25-19 percentages

Methodology Report Attached.

There are 37 units with pre-paid bonds.

3 unit in Island Walk Single Family
 26 unit in the Gran Paradiso Single Family
 8 unit in the Gran Paradiso Multi Family

Assessment Recap - Unit 3 (Total Gross)

A	B	C	D	G	F	G
Category	Product Type		Total Units	Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Projected Assessment	Total Fiscal Year 2023/2024 Projected Assessment Per Unit
Pre Lennar	2 Bdr Sam 35	Admin / Maint	5	\$ 148.45	\$ 1,241.42	\$ 248.28
		Debt	4	\$ 1,093.10	\$ 4,372.40	\$ 1,093.10
		Sub-Total		\$ 1,241.55	\$ 5,613.82	\$ 1,341.38
	3 Bdr Sam 70	Admin / Maint	6	\$ 148.45	\$ 1,489.71	\$ 248.28
		Debt	5	\$ 1,432.12	\$ 7,160.60	\$ 1,432.12
		Sub-Total		\$ 1,580.57	\$ 8,650.31	\$ 1,680.40
	3 Bdr Sam 80	Admin / Maint	5	\$ 148.45	\$ 1,241.42	\$ 248.28
		Debt	4	\$ 1,559.05	\$ 6,236.20	\$ 1,559.05
		Sub-Total		\$ 1,707.50	\$ 7,477.62	\$ 1,807.33
	3 Bdr Lee 45	Admin / Maint		\$ 148.45	\$ 993.14	\$ 248.28
		Debt	4	\$ 1,227.41	\$ 4,909.64	\$ 1,227.41
		Sub-Total		\$ 1,375.86	\$ 5,902.78	\$ 1,475.69
	3 Bdr Lee 65	Admin / Maint	10	\$ 148.45	\$ 2,482.85	\$ 248.28
		Debt	8	\$ 1,380.47	\$ 11,043.76	\$ 1,380.47
		Sub-Total		\$ 1,528.92	\$ 13,526.61	\$ 1,628.75
Total	Pre Lennar		30	Gross	\$ 7,448.54 \$ 33,722.60	Gross

Lennar	35'	Admin / Maint	333	\$ 148.45	\$ 82,678.80	\$ 248.28
		Debt	326	\$ 521.28	\$ 169,937.28	\$ 521.28
		Sub-Total		\$ 669.73	\$ 252,616.08	\$ 769.56
	Townhome	Admin / Maint	252	\$ 148.45	\$ 62,567.74	\$ 248.28
		Debt	251	\$ 521.28	\$ 130,841.28	\$ 521.28
		Sub-Total		\$ 669.73	\$ 193,409.02	\$ 769.56
	Coach	Admin / Maint		\$ 148.45	\$ 64,554.02	\$ 248.28
		Debt	260	\$ 627.66	\$ 163,191.60	\$ 627.66
		Sub-Total		\$ 776.11	\$ 227,745.62	\$ 875.94
	45'	Admin / Maint		\$ 148.45	\$ 14,648.80	\$ 248.28
		Debt	59	\$ 627.66	\$ 37,031.94	\$ 627.66
		Sub-Total		\$ 776.11	\$ 51,680.74	\$ 875.94
	52'	Admin / Maint	337	\$ 148.45	\$ 83,671.94	\$ 248.28
		Debt	333	\$ 734.04	\$ 244,435.32	\$ 734.04
		Sub-Total		\$ 882.49	\$ 328,107.26	\$ 982.32
	62'	Admin / Maint	289	\$ 148.45	\$ 71,754.27	\$ 248.28
		Debt	278	\$ 840.42	\$ 233,636.76	\$ 840.42
		Sub-Total		\$ 988.87	\$ 305,391.03	\$ 1,088.70
	65'	Admin / Maint	53	\$ 148.45	\$ 13,159.09	\$ 248.28
		Debt	52	\$ 840.42	\$ 43,701.84	\$ 840.42
		Sub-Total		\$ 988.87	\$ 56,860.93	\$ 1,088.70
	70'	Admin / Maint	56	\$ 148.45	\$ 13,903.94	\$ 248.28
		Debt	55	\$ 840.42	\$ 46,223.10	\$ 840.42
		Sub-Total		\$ 988.87	\$ 60,127.04	\$ 1,088.70
	75'	Admin / Maint	201	\$ 148.45	\$ 49,160.37	\$ 248.28
		Debt	198	\$ 946.81	\$ 187,468.38	\$ 946.81
		Sub-Total		\$ 1,095.26	\$ 236,628.75	\$ 1,195.09
	80'	Admin / Maint	65	\$ 148.45	\$ 16,138.50	\$ 248.28
		Debt	64	\$ 946.81	\$ 60,595.84	\$ 946.81
		Sub-Total		\$ 1,095.26	\$ 76,734.34	\$ 1,195.09
Total	Lennar		1,905	Gross	\$ 472,237.46 \$ 1,317,063.34	Gross

TOTAL GROSS	1,935	Total Gross	\$ 480,430.85 \$ 1,350,785.94	Total Gross
TOTAL NET	1,935	Total Net	\$ 451,605.00 \$ 1,269,738.78	Total Net

Assessment is calculated by the 2014 Revised Unit 3 Special Methodology Report

Revised Methodology Report Tables 2 & 3 Attached

There are 34 units with pre-paid bonds.

1 unit is a Gran Paradiso 2 BDR Sam 35, 1 unit is a Gran Paradiso 3 BDR Sam 70, 1 unit is a Gran Paradiso 3 BDR Sam 80, 2 units are Wetherington 3 BDR Lee 65, 4 units are SF 52', 11 units are SF 62', 1 unit is a SF 65', 3 units are SF 75', 7 units are SF 35', 1 unit is a Townhome, 1 Unit is a 70', and 1 unit is a SF 80'.

Assessment Recap - Unit 4 (Total Gross)

A	B	C	D	G	F	G
				Total Fiscal Year 2022/2023	Total Fiscal Year 2023/2024 Projected	Total Fiscal Year 2023/2024 Projected
Subdivision	Product Type		Total Units	Assessment Per Unit	Assessment	Assessment Per Unit
Renaissance	35' Villas	Admin / Maint		\$ 101.36	\$ 23,076.11	\$ 103.02
		Debt	224	\$ 678.03	\$ 151,879.15	\$ 678.03
		Sub-Total		\$ 779.39	\$ 174,955.26	\$ 781.05
	50' SF	Admin / Maint	273	\$ 101.36	\$ 28,124.00	\$ 103.02
		Debt	272	\$ 998.94	\$ 272,709.57	\$ 998.94
		Sub-Total		\$ 1,100.30	\$ 300,833.58	\$ 1,101.95
	60' SF	Admin / Maint		\$ 101.36	\$ 19,882.54	\$ 103.02
		Debt	193	\$ 1,212.87	\$ 234,084.36	\$ 1,212.87
		Sub-Total		\$ 1,314.23	\$ 253,966.90	\$ 1,315.89
Total	Renaissance	690	Gross	\$ 71,082.65 \$ 658,673.09	Gross	
Oasis	60' SF	Admin / Maint		\$ 101.36	\$ 9,477.69	\$ 103.02
		Debt	92	\$ 829.89	\$ 76,350.21	\$ 829.89
		Sub-Total		\$ 931.25	\$ 85,827.90	\$ 932.91
	70' SF	Admin / Maint		\$ 101.36	\$ 4,532.81	\$ 103.02
		Debt	44	\$ 980.00	\$ 43,120.00	\$ 980.00
		Sub-Total		\$ 1,081.36	\$ 47,652.81	\$ 1,083.02
Total	Oasis	136	Gross	\$ 14,010.49 \$ 119,470.21	Gross	
Preserve	33' Villas	Admin / Maint		\$ 101.36	\$ 9,271.65	\$ 103.02
		Debt	90	\$ 424.61	\$ 38,214.57	\$ 424.61
		Sub-Total		\$ 525.97	\$ 47,486.22	\$ 527.62
	50' SF	Admin / Maint		\$ 101.36	\$ 11,332.02	\$ 103.02
		Debt	110	\$ 679.79	\$ 74,776.60	\$ 679.79
		Sub-Total		\$ 781.15	\$ 86,108.61	\$ 782.81
Total	Preserve	200	Gross	\$ 20,603.67 \$ 112,991.17	Gross	
TOTAL GROSS			1,026	Total Gross	\$ 105,696.81 \$ 891,134.47	Total Gross
TOTAL NET			1,026	Total Net	\$ 99,355.00 \$ 837,666.40	Total Net

Assessment is calculated by the 2016 Unit 4 Special Methodology Report

Methodology Report Table F Data Attached

There is 1 unit with pre-paid bonds.

1 unit is a Renaissance 50'

Assessment Recap - Unit 4 (Collection Method)

A	B	C	D	E	F	G	H	I	J
TOTAL GROSS					PLATTED ON ROLL GROSS			DIRECT BILL GROSS	
Subdivision	Product Type	Total Units	Total Fiscal Year 2023/2024 Projected Assessment	Total Fiscal Year 2023/2024 Projected Assessment Per Unit	Platted Units	Fiscal Year 2023/2024 Platted Total Assessments	Fiscal Year 2023/2024 Platted Per Unit Assessments		
Renaissance	35' Villas	Admin / Maint		\$ 23,076.11	\$ 103.02				
		Debt	224	\$ 151,879.15	\$ 678.03	276	\$ 28,433.06	\$ 103.02	\$ (5,356.95)
		Sub-Total		\$ 174,955.26	\$ 781.05		\$ 187,136.81	\$ 678.03	\$ (35,257.66)
							\$ 215,569.87	\$ 781.05	\$ (40,614.61)
	50' SF	Admin / Maint	273	\$ 28,124.00	\$ 103.02	251	\$ 25,857.60	\$ 103.02	\$ 2,266.40
		Debt	272	\$ 272,709.57	\$ 998.94	250	\$ 249,734.04	\$ 998.94	\$ 22,975.53
		Sub-Total		\$ 300,833.58	\$ 1,101.95		\$ 275,591.64	\$ 1,101.95	\$ 25,241.94
	60' SF	Admin / Maint		\$ 19,882.54	\$ 103.02		\$ 15,864.82	\$ 103.02	\$ 4,017.71
		Debt	193	\$ 234,084.36	\$ 1,212.87	154	\$ 186,782.34	\$ 1,212.87	\$ 47,302.02
		Sub-Total		\$ 253,966.90	\$ 1,315.89		\$ 202,647.16	\$ 1,315.89	\$ 51,319.74
Total	Renaissance	690		\$ 71,082.65	Gross	681	\$ 70,155.48	Platted On Roll Gross	\$ 927.16
				\$ 658,673.09			\$ 623,653.19		\$ 35,019.89
Oasis	60' SF	Admin / Maint		\$ 9,477.69	\$ 103.02		\$ 7,829.39	\$ 103.02	\$ 1,648.29
		Debt	92	\$ 76,350.21	\$ 829.89	76	\$ 63,071.91	\$ 829.89	\$ 13,278.30
		Sub-Total		\$ 85,827.90	\$ 932.91		\$ 70,901.31	\$ 932.91	\$ 14,926.59
	50' SF	Admin / Maint		\$ -	\$ 103.02		\$ 1,751.31	\$ 103.02	\$ (1,751.31)
		Debt	0	\$ -	\$ 691.58	17	\$ 11,756.86	\$ 691.58	\$ (11,756.86)
		Sub-Total		\$ -	\$ 794.60		\$ 13,508.17	\$ 794.60	\$ (13,508.17)
	70' SF	Admin / Maint		\$ 4,532.81	\$ 103.02		\$ 4,738.84	\$ 103.02	\$ (206.04)
		Debt	44	\$ 43,120.00	\$ 980.00	46	\$ 45,080.00	\$ 980.00	\$ (1,960.00)
		Sub-Total		\$ 47,652.81	\$ 1,083.02		\$ 49,818.84	\$ 1,083.02	\$ (2,166.04)
Total	Oasis	136		\$ 14,010.49	Gross	139	\$ 14,319.55	Platted On Roll Gross	\$ (309.05)
				\$ 119,470.21			\$ 119,908.77		\$ (438.56)
Preserve	33' Villas	Admin / Maint		\$ 9,271.65	\$ 103.02		\$ 11,641.07	\$ 103.02	\$ (2,369.42)
		Debt	90	\$ 38,214.57	\$ 424.61	113	\$ 47,980.52	\$ 424.61	\$ (9,765.95)
		Sub-Total		\$ 47,486.22	\$ 527.62		\$ 59,621.59	\$ 527.62	\$ (12,135.37)
	50' SF	Admin / Maint		\$ 11,332.02	\$ 103.02		\$ 11,332.02	\$ 103.02	\$ -
		Debt	110	\$ 74,776.60	\$ 679.79	110	\$ 74,776.60	\$ 679.79	\$ -
		Sub-Total		\$ 86,108.61	\$ 782.81		\$ 86,108.61	\$ 782.81	\$ -
Total	Preserve	200		\$ 20,603.67	Gross	223	\$ 22,973.09	Platted On Roll Gross	\$ (2,369.42)
				\$ 112,991.17			\$ 122,757.12		\$ (9,765.95)
TOTAL GROSS		1,026		\$ 105,696.81	Total Gross	1,043	\$ 107,448.12	Total Platted On Roll Gross	\$ (1,751.31)
				\$ 891,134.47			\$ 866,319.08		\$ 24,815.38
TOTAL NET		1,026		\$ 99,355.00	Total Net	1,043	\$ 101,001.23	Total Platted On Roll Net	\$ (1,646.23)
				\$ 837,666.40			\$ 814,339.94		\$ 23,326.46

Assessment is calculated by the 2016 Unit 4 Special Methodology Report

Methodology Report Table F Data Attached

There is 1 unit with pre-paid bonds.
1 unit is a Renaissance 50'

Assessment Recap - Unit 7 (Total Gross)

A	B	C	D	E	F
Product Type		Total Units	Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Projected Assessment	Total Fiscal Year 2023/2024 Projected Assessment Per Unit
Unit 7 Master					
50' Single Family	Admin / Maint		\$ 139.51	\$ 301,663.73	\$ 159.02
	<u>Debt</u>	1,897	\$ 830.00	\$ 1,574,510.00	\$ 830.00
	Sub-Total		\$ 969.51	\$ 1,876,173.73	\$ 989.02
74' Single Family	Admin / Maint		\$ 139.51	\$ 12,244.65	\$ 159.02
	<u>Debt</u>	77	\$ 1,228.40	\$ 94,586.80	\$ 1,228.40
	Sub-Total		\$ 1,367.91	\$ 106,831.45	\$ 1,387.42
Coach	Admin / Maint		\$ 139.51	\$ 34,348.64	\$ 159.02
	<u>Debt</u>	216	\$ 622.50	\$ 134,460.00	\$ 622.50
	Sub-Total		\$ 762.01	\$ 168,808.64	\$ 781.52
2-Story Units	Admin / Maint		\$ 139.51	\$ 47,070.35	\$ 159.02
	<u>Debt</u>	296	\$ 456.50	\$ 135,124.00	\$ 456.50
	Sub-Total		\$ 596.01	\$ 182,194.35	\$ 615.52
4-Story Units	Admin / Maint		\$ 139.51	\$ 62,018.37	\$ 159.02
	<u>Debt</u>	390	\$ 415.00	\$ 161,850.00	\$ 415.00
	Sub-Total		\$ 554.51	\$ 223,868.37	\$ 574.02
Total		2,876		\$ 457,345.74 \$ 2,100,530.80	Gross

Unit 7 Village B					
50 ' Single Family	Admin / Maint				
	<u>Debt</u>	111	\$ 830.00	\$ 92,130.00	\$ 830.00
	Sub-Total		\$ 830.00	\$ 92,130.00	\$ 830.00
Total		111		\$ 92,130.00	Gross

Unit 7 Village F1 & F5					
F1 - 37 ' Single Family *0.75 ERU*	Admin / Maint				
	<u>Debt</u>	102	\$ 622.50	\$ 63,495.00	\$ 622.50
	Sub-Total		\$ 622.50	\$ 63,495.00	\$ 622.50
F1 - 50 ' Single Family	Admin / Maint				
	<u>Debt</u>	92	\$ 830.00	\$ 76,360.00	\$ 830.00
	Sub-Total		\$ 830.00	\$ 76,360.00	\$ 830.00
F1 - 60 ' Single Family	Admin / Maint				
	<u>Debt</u>	76	\$ 996.00	\$ 75,696.00	\$ 996.00
	Sub-Total		\$ 996.00	\$ 75,696.00	\$ 996.00
F5 - Dup/Paired Villa	Admin / Maint				
	<u>Debt</u>	158	\$ 498.00	\$ 78,684.00	\$ 498.00
	Sub-Total		\$ 498.00	\$ 78,684.00	\$ 498.00
F5 - 40 ' Single Family	Admin / Maint				
	<u>Debt</u>	115	\$ 664.00	\$ 76,360.00	\$ 664.00
	Sub-Total		\$ 664.00	\$ 76,360.00	\$ 664.00
F5 - 50 ' Single Family	Admin / Maint				
	<u>Debt</u>	125	\$ 830.00	\$ 103,750.00	\$ 830.00
	Sub-Total		\$ 830.00	\$ 103,750.00	\$ 830.00
Total		668		\$ 474,345.00	Gross

Assessment Recap - Unit 7 (Collection Method)

A	B	C	E	F	G	H	I	J
TOTAL GROSS				PLATTED ON ROLL GROSS			DIRECT BILL GROSS	
Product Type	Total Units	Total Fiscal Year 2023/2024 Projected Assessment	Total Fiscal Year 2023/2024 Projected Assess Per Unit	Platted Units	Total Fiscal Year 2023/2024 Platted Assessment	Total Fiscal Year 2023/2024 Platted Assess Per Unit		
Unit 7 Master								
50' Single Family or 50' SF Equivalents	Admin / Maint Debt	1,897	\$ 301,663.73 \$ 1,574,510.00	\$ 159.02 \$ 830.00	818.67 797.77	\$ 130,186.11 \$ 662,149.10	\$ 159.02 \$ 830.00	\$ 171,477.62 \$ 912,360.90
	Sub-Total		\$ 1,876,173.73	\$ 989.02		\$ 792,335.21	\$ 989.02	\$ 1,083,838.52
74' Single Family	Admin / Maint Debt	77	\$ 12,244.65 \$ 94,586.80	\$ 159.02 \$ 1,228.40	0.00	\$ - \$ -	\$ 159.02 \$ 1,228.40	\$ 12,244.65 \$ 94,586.80
	Sub-Total		\$ 106,831.45	\$ 1,387.42		\$ -	\$ 1,387.42	\$ 106,831.45
Coach	Admin / Maint Debt	216	\$ 34,348.64 \$ 134,460.00	\$ 159.02 \$ 622.50	0.00	\$ - \$ -	\$ 159.02 \$ 622.50	\$ 34,348.64 \$ 134,460.00
	Sub-Total		\$ 168,808.64	\$ 781.52		\$ -	\$ 781.52	\$ 168,808.64
2-Story Units	Admin / Maint Debt	296	\$ 47,070.35 \$ 135,124.00	\$ 159.02 \$ 456.50	0.00	\$ - \$ -	\$ 159.02 \$ 456.50	\$ 47,070.35 \$ 135,124.00
	Sub-Total		\$ 182,194.35	\$ 615.52		\$ -	\$ 615.52	\$ 182,194.35
4-Story Units	Admin / Maint Debt	390	\$ 62,018.37 \$ 161,850.00	\$ 159.02 \$ 415.00	0.00	\$ - \$ -	\$ 159.02 \$ 415.00	\$ 62,018.37 \$ 161,850.00
	Sub-Total		\$ 223,868.37	\$ 574.02		\$ -	\$ 574.02	\$ 223,868.37
TOTAL GROSS	2,876		\$ 457,345.74 \$ 2,100,530.80	Total Gross	818.67 797.77	\$ 130,186.11 \$ 662,149.10	Total Platted On Roll Gross	\$ 327,159.64 \$ 1,438,381.70
TOTAL NET	2,876		\$ 429,905.00 \$ 1,974,498.95	Total Net	818.67 797.77	\$ 122,374.94 \$ 622,420.15	Total Platted On Roll Net	\$ 307,530.06 \$ 1,352,078.80
Unit 7 Village B								
50' Single Family	Debt	111	\$ 92,130.00	\$ 830.00	111	\$ 92,130.00	\$ 830.00	\$ -
	Sub-Total		\$ 92,130.00	\$ 830.00		\$ 92,130.00	\$ 830.00	\$ -
TOTAL GROSS	111		\$ 92,130.00	Total Gross	111	\$ 92,130.00	Total Platted On Roll Gross	\$ -
								\$ -
TOTAL NET	111		\$ - \$ 86,602.20	Total Net	111	\$ - \$ 86,602.20	Total Platted On Roll Net	\$ -
								\$ -
Unit 7 Village F1 & F5								
F1 - 37' Single Family	Debt	102	\$ 63,495.00	\$ 622.50	48	\$ 29,880.00	\$ 622.50	\$ 33,615.00
0.75 ERU	Sub-Total		\$ 63,495.00	\$ 622.50		\$ 29,880.00	\$ 622.50	\$ 33,615.00
F1 - 50' Single Family	Debt	92	\$ 76,360.00	\$ 830.00	72	\$ 59,760.00	\$ 830.00	\$ 16,600.00
	Sub-Total		\$ 76,360.00	\$ 830.00		\$ 59,760.00	\$ 830.00	\$ 16,600.00
F1 - 60' Single Family	Debt	76	\$ 75,696.00	\$ 996.00	67	\$ 66,732.00	\$ 996.00	\$ 8,964.00
	Sub-Total		\$ 75,696.00	\$ 996.00		\$ 66,732.00	\$ 996.00	\$ 8,964.00
F5 - Dup/Paired Villa	Debt	158	\$ 78,684.00	\$ 498.00	64	\$ 31,872.00	\$ 498.00	\$ 46,812.00
	Sub-Total		\$ 78,684.00	\$ 498.00		\$ 31,872.00	\$ 498.00	\$ 46,812.00
F5 - 40' Single Family	Debt	115	\$ 76,360.00	\$ 664.00	43	\$ 28,552.00	\$ 664.00	\$ 47,808.00
	Sub-Total		\$ 76,360.00	\$ 664.00		\$ 28,552.00	\$ 664.00	\$ 47,808.00
F5 - 50' Single Family	Debt	125	\$ 103,750.00	\$ 830.00	48	\$ 39,840.00	\$ 830.00	\$ 63,910.00
	Sub-Total		\$ 103,750.00	\$ 830.00		\$ 39,840.00	\$ 830.00	\$ 63,910.00
TOTAL GROSS	668		\$ 474,345.00	Total Gross	342	\$ 256,636.00	Total Platted On Roll Gross	\$ 217,709.00
TOTAL NET	668		\$ 445,884.30	Total Net	342	\$ 241,237.84	Total Platted On Roll Net	\$ 204,646.46

Assessment Recap - Unit 8 (Total Gross)

A	B	C	D	E	F
Product Type		Total Units	Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Projected Assessment	Total Fiscal Year 2023/2024 Projected Assessment Per Unit

Unit 8 Master

50' Single Family	Admin / Maint		\$	120.78	\$	30,194.05	\$	120.78
	<u>Debt</u>	250	\$	697.38	\$	174,345.00	\$	697.38
	Sub-Total		\$	818.16	\$	204,539.05	\$	818.16
75' Single Family	Admin / Maint		\$	120.78	\$	16,908.67	\$	120.78
	<u>Debt</u>	140	\$	875.66	\$	122,592.40	\$	875.66
	Sub-Total		\$	996.44	\$	139,501.07	\$	996.44
Coach	Admin / Maint		\$	120.78	\$	32,368.02	\$	120.78
	<u>Debt</u>	268	\$	613.49	\$	164,415.32	\$	613.49
	Sub-Total		\$	734.27	\$	196,783.34	\$	734.27
2-Story Units	Admin / Maint		\$	120.78	\$	32,368.02	\$	120.78
	<u>Debt</u>	268	\$	524.34	\$	140,523.12	\$	524.34
	Sub-Total		\$	645.12	\$	172,891.14	\$	645.12
4-Story Units	Admin / Maint		\$	120.78	\$	47,102.72	\$	120.78
	<u>Debt</u>	390	\$	435.20	\$	169,728.00	\$	435.20
	Sub-Total		\$	555.98	\$	216,830.72	\$	555.98
Total		1,316			\$	158,941.49	Gross	
					\$	771,603.84		

Unit 8 Neighborhood Debt

52' Single Family	<u>Debt</u>	259	\$	-	\$	272,548.29	\$	1,052.31
	Sub-Total		\$	-	\$	272,548.29	\$	1,052.31
75' Single Family	<u>Debt</u>	166	\$	-	\$	219,339.12	\$	1,321.32
	Sub-Total		\$	-	\$	219,339.12	\$	1,321.32
Coach	<u>Debt</u>	300	\$	-	\$	277,716.00	\$	925.72
	Sub-Total		\$	-	\$	277,716.00	\$	925.72
2-Story Units	<u>Debt</u>	228	\$	-	\$	180,395.88	\$	791.21
	Sub-Total		\$	-	\$	180,395.88	\$	791.21
4-Story Units	<u>Debt</u>	420	\$	-	\$	275,814.00	\$	656.70
	Sub-Total		\$	-	\$	275,814.00	\$	656.70
Total		1,373			\$	-	Gross	
					\$	1,225,813.29		

Assessment Recap - Unit 8 (Collection Method)

A	B	C	E	F	G	H	I	J
TOTAL GROSS				PLATTED ON ROLL GROSS				DIRECT BILL GROSS
Product Type	Total Units	Total Fiscal Year 2023/2024		Platted Units	Total Fiscal Year 2023/2024		Platted Assessment Per Unit	Total Fiscal Year 2023/2024 Platted Assessment Per Unit
		Projected	Assessment		Projected	Assessment		
Unit 8 Master								
50' Single Family	Admin / Maint Debt	250	\$ 30,194.05	\$ 120.78	0	\$ -	\$ 120.78	\$ 30,194.05
			\$ 174,345.00	\$ 697.38		\$ -	\$ 697.38	\$ 174,345.00
	Sub-Total			\$ 204,539.05	\$ 818.16		\$ -	\$ 818.16
75' Single Family	Admin / Maint Debt	140	\$ 16,908.67	\$ 120.78	0	\$ -	\$ 120.78	\$ 16,908.67
			\$ 122,592.40	\$ 875.66		\$ -	\$ 875.66	\$ 122,592.40
	Sub-Total			\$ 139,501.07	\$ 996.44		\$ -	\$ 996.44
Coach	Admin / Maint Debt	268	\$ 32,368.02	\$ 120.78	0	\$ -	\$ 120.78	\$ 32,368.02
			\$ 164,415.32	\$ 613.49		\$ -	\$ 613.49	\$ 164,415.32
	Sub-Total			\$ 196,783.34	\$ 734.27		\$ -	\$ 734.27
2-Story Units	Admin / Maint Debt	268	\$ 32,368.02	\$ 120.78	0	\$ -	\$ 120.78	\$ 32,368.02
			\$ 140,523.12	\$ 524.34		\$ -	\$ 524.34	\$ 140,523.12
	Sub-Total			\$ 172,891.14	\$ 645.12		\$ -	\$ 645.12
4-Story Units	Admin / Maint Debt	390	\$ 47,102.72	\$ 120.78	0	\$ -	\$ 120.78	\$ 47,102.72
			\$ 169,728.00	\$ 435.20		\$ -	\$ 435.20	\$ 169,728.00
	Sub-Total			\$ 216,930.72	\$ 555.98		\$ -	\$ 555.98
TOTAL GROSS		1,316	\$ 158,941.49	Total Gross	0	\$ -	Total Platted On Roll Gross	\$ 158,941.49
			\$ 771,603.84					\$ 771,603.84
TOTAL NET		1,316	\$ 149,405.00	Total Net	0	\$ -	Total Platted On Roll Net	\$ 149,405.00
			\$ 725,307.61					\$ 725,307.61
Unit 8 Neighborhood								
52' Single Family	Debt	259	\$ 272,548.29	\$ 1,052.31	0	\$ -	\$ 1,052.31	\$ 272,548.29
			\$ 272,548.29	\$ 1,052.31		\$ -	\$ 1,052.31	\$ 272,548.29
	Sub-Total							
75' Single Family	Debt	166	\$ 219,339.12	\$ 1,321.32	0	\$ -	\$ 1,321.32	\$ 219,339.12
			\$ 219,339.12	\$ 1,321.32		\$ -	\$ 1,321.32	\$ 219,339.12
	Sub-Total							
Coach	Debt	300	\$ 277,716.00	\$ 925.72	0	\$ -	\$ 925.72	\$ 277,716.00
			\$ 277,716.00	\$ 925.72		\$ -	\$ 925.72	\$ 277,716.00
	Sub-Total							
2-Story Units	Debt	228	\$ 180,395.88	\$ 791.21	0	\$ -	\$ 791.21	\$ 180,395.88
			\$ 180,395.88	\$ 791.21		\$ -	\$ 791.21	\$ 180,395.88
	Sub-Total							
4-Story Units	Debt	420	\$ 275,814.00	\$ 656.70	0	\$ -	\$ 656.70	\$ 275,814.00
			\$ 275,814.00	\$ 656.70		\$ -	\$ 656.70	\$ 275,814.00
	Sub-Total							
TOTAL GROSS		1,373	\$ 1,225,813.29	Total Gross	0	\$ -	Total Platted On Roll Gross	\$ 1,225,813.29
TOTAL NET		1,373	\$ 1,152,264.49	Total Net	0	\$ -	Total Platted On Roll Net	\$ 1,152,264.49

Assessment Recap - Unit 9 (Total Gross)

A	B	C	D	E	F
Product		Total	Total Fiscal Year 2022/2023	Total Fiscal Year 2023/2024	Total Fiscal Year 2023/2024
Type		Units	Assessment Per Unit	Projected Assessment	Projected Assessment Per Unit
Unit 9 Master					
50' Single Family	Admin / Maint		\$ -	\$ 60,275.96	\$ 264.37
	<u>Debt</u>	228	\$ -	\$ 400,041.96	\$ 1,754.57
	Sub-Total		\$ -	\$ 460,317.92	\$ 2,018.94
62' Single Family	Admin / Maint		\$ -	\$ 25,643.72	\$ 264.37
	<u>Debt</u>	97	\$ -	\$ 211,039.99	\$ 2,175.67
	Sub-Total		\$ -	\$ 236,683.71	\$ 2,440.04
75' Single Family	Admin / Maint		\$ -	\$ 21,413.83	\$ 264.37
	<u>Debt</u>	81	\$ -	\$ 213,180.66	\$ 2,631.86
	Sub-Total		\$ -	\$ 234,594.49	\$ 2,896.23
85' Single Family	Admin / Maint		\$ -	\$ 16,655.20	\$ 264.37
	<u>Debt</u>	63	\$ -	\$ 187,914.51	\$ 2,982.77
	Sub-Total		\$ -	\$ 204,569.71	\$ 3,247.14
Coach	Admin / Maint		\$ -	\$ 69,793.21	\$ 264.37
	<u>Debt</u>	264	\$ -	\$ 231,604.56	\$ 877.29
	Sub-Total		\$ -	\$ 301,397.77	\$ 1,141.66
Total		733		\$ 193,781.91	Gross
				\$ 1,243,781.68	

Assessment Recap - Unit 9 (Collection Method)

A	B	C	E	F	G	H	I	J
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TOTAL GROSS				PLATTED ON ROLL GROSS				DIRECT BILL GROSS
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Product Type	Total Fiscal Year 2023/2024		Total Fiscal Year 2023/2024		Total Fiscal Year 2023/2024		Total Fiscal Year 2023/2024	
	Total Units	Projected Assessment	Projected Assessment Per Unit	Platted Units	Platted Assessment	Platted Assessment Per Unit	Platted Units	Platted Assessment

Unit 9 Master

50' Single Family	Admin / Maint	\$ 60,275.96	\$ 264.37
	Debt	\$ 400,041.96	\$ 1,754.57
	Sub-Total	\$ 460,317.92	\$ 2,018.94
62' Single Family	Admin / Maint	\$ 25,643.72	\$ 264.37
	Debt	\$ 211,039.99	\$ 2,175.67
	Sub-Total	\$ 236,683.71	\$ 2,440.04
75' Single Family	Admin / Maint	\$ 21,413.83	\$ 264.37
	Debt	\$ 213,180.66	\$ 2,631.86
	Sub-Total	\$ 234,594.49	\$ 2,896.23
85' Single Family	Admin / Maint	\$ 16,655.20	\$ 264.37
	Debt	\$ 187,914.51	\$ 2,982.77
	Sub-Total	\$ 204,569.71	\$ 3,247.14
Coach	Admin / Maint	\$ 69,793.21	\$ 264.37
	Debt	\$ 231,604.56	\$ 877.29
	Sub-Total	\$ 301,397.77	\$ 1,141.66

0	\$ -	\$ 264.37
0	\$ -	\$ 1,754.57
0	\$ -	\$ 2,018.94
0	\$ -	\$ 2,440.04
0	\$ -	\$ 2,896.23
0	\$ -	\$ 3,247.14
0	\$ -	\$ 1,141.66

\$ 60,275.96
\$ 400,041.96
\$ 460,317.92
\$ 25,643.72
\$ 211,039.99
\$ 236,683.71
\$ 21,413.83
\$ 213,180.66
\$ 234,594.49
\$ 16,655.20
\$ 187,914.51
\$ 204,569.71
\$ 69,793.21
\$ 231,604.56
\$ 301,397.77

TOTAL GROSS	733	\$ 193,781.91	Total Gross	0	\$ -	Total Platted On Roll Gross	\$ 1,243,781.68	Total Direct Bill Gross
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TOTAL NET	733	\$ 182,155.00	Total Net	0	\$ -	Total Platted On Roll Net	\$ 1,169,154.78	Total Direct Bill Net
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Assesments - Island Walk

Island Walk Assessment Breakdown									
Product Type	District Proper		Unit 1		Unit 2		Unit 3 through 9		All Units
	Fiscal Year 2023/2024	Assessment Per Unit	Fiscal Year 2023/2024	Assessment Per Unit	Fiscal Year 2023/2024	Assessment Per Unit	Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit
Single Family	Admin / Maint	\$ 12.45	\$ 232.25	\$ 7.77	\$ -	\$ -	\$ -	\$ -	\$ 252.47
	Debt	\$ -	\$ 172.46	\$ 379.89	\$ -	\$ -	\$ -	\$ -	\$ 552.35
	Sub-Total	\$ 12.45	\$ 404.71	\$ 387.66	\$ -	\$ -	\$ -	\$ -	\$ 804.82
Multi Family	Admin / Maint	\$ 12.45	\$ 232.25	\$ 7.73	\$ -	\$ -	\$ -	\$ -	\$ 252.43
	Debt	\$ -	\$ 172.46	\$ 378.22	\$ -	\$ -	\$ -	\$ -	\$ 550.68
	Sub-Total	\$ 12.45	\$ 404.71	\$ 385.95	\$ -	\$ -	\$ -	\$ -	\$ 803.11
Any Lot Outside Unit 2 Boundary	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244.70
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417.16

Admin / Maint Assessment Includes 1% County Tax Collector Fee, a 1% County Property Appraiser Fee and a 4% discount for early payment of taxes.

Island Walk Assessment Changes			
Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Change +/- From Previous Year Per Unit	
\$ 679.85	\$ 804.82	\$ 124.97	
\$ 678.15	\$ 803.11	\$ 124.96	
\$ 292.33	\$ 417.16	\$ 124.83	

Assessments - Gran Paradiso

Gran Paradiso Assessment Breakdown												
Product Type	District Proper		Unit 1		Unit 2		Unit 3		Unit 4 Through 9		All Units	
	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit
2 Bdr Sam 35	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 1,093.10	\$ -	\$ 1,689.66					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 1,341.38	\$ -	\$ 2,191.31					
3 Bdr Sam 70	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 1,432.12	\$ -	\$ 2,028.68					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 1,680.40	\$ -	\$ 2,530.33					
3 Bdr Sam 80	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 1,559.05	\$ -	\$ 2,155.61					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 1,807.33	\$ -	\$ 2,657.26					
3 Bdr Lee 45	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 1,227.41	\$ -	\$ 1,823.97					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 1,475.69	\$ -	\$ 2,325.62					
3 Bdr Lee 65	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 1,380.47	\$ -	\$ 1,977.03					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 1,628.75	\$ -	\$ 2,478.68					
35'	Admin / Maint	\$ 12.45	\$ 232.25	\$ 6.59	\$ 248.28	\$ -	\$ 499.57					
	Debt	\$ -	\$ 172.46	\$ 322.17	\$ 521.28	\$ -	\$ 1,015.91					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 328.76	\$ 769.56	\$ -	\$ 1,515.48					
Townhome	Admin / Maint	\$ 12.45	\$ 232.25	\$ 6.59	\$ 248.28	\$ -	\$ 499.57					
	Debt	\$ -	\$ 172.46	\$ 322.17	\$ 521.28	\$ -	\$ 1,015.91					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 328.76	\$ 769.56	\$ -	\$ 1,515.48					
Coach	Admin / Maint	\$ 12.45	\$ 232.25	\$ 7.39	\$ 248.28	\$ -	\$ 500.37					
	Debt	\$ -	\$ 172.46	\$ 361.34	\$ 627.66	\$ -	\$ 1,161.46					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 368.73	\$ 875.94	\$ -	\$ 1,661.83					
45'	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 627.66	\$ -	\$ 1,224.22					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 875.94	\$ -	\$ 1,725.87					
52'	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 734.04	\$ -	\$ 1,330.60					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 982.32	\$ -	\$ 1,832.25					
62'	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 840.42	\$ -	\$ 1,436.98					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 1,088.70	\$ -	\$ 1,938.63					
65'	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 840.42	\$ -	\$ 1,436.98					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 1,088.70	\$ -	\$ 1,938.63					
70'	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 840.42	\$ -	\$ 1,436.98					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 1,088.70	\$ -	\$ 1,938.63					
75'	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 946.81	\$ -	\$ 1,543.37					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 1,195.09	\$ -	\$ 2,045.02					
80'	Admin / Maint	\$ 12.45	\$ 232.25	\$ 8.67	\$ 248.28	\$ -	\$ 501.65					
	Debt	\$ -	\$ 172.46	\$ 424.10	\$ 946.81	\$ -	\$ 1,543.37					
	Sub-Total	\$ 12.45	\$ 404.71	\$ 432.77	\$ 1,195.09	\$ -	\$ 2,045.02					

Admin / Maint Assessment Includes 1% County Tax Collector Fee, a 1% County Property Appraiser Fee and a 4% discount for early payment of taxes.

Gran Paradiso Assessment Changes				
Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Change +/-	From Previous Year	Per Unit
\$ 1,966.50	\$ 2,191.31	\$ 224.81		
\$ 2,305.52	\$ 2,530.33	\$ 224.81		
\$ 2,432.45	\$ 2,657.26	\$ 224.81		
\$ 2,100.81	\$ 2,325.62	\$ 224.81		
\$ 2,253.87	\$ 2,478.68	\$ 224.81		
\$ 1,290.70	\$ 1,515.48	\$ 224.78		
\$ 1,290.70	\$ 1,515.48	\$ 224.78		
\$ 1,437.04	\$ 1,661.83	\$ 224.79		
\$ 1,501.06	\$ 1,725.87	\$ 224.81		
\$ 1,607.44	\$ 1,832.25	\$ 224.81		
\$ 1,713.82	\$ 1,938.63	\$ 224.81		
\$ 1,713.82	\$ 1,938.63	\$ 224.81		
\$ 1,713.82	\$ 1,938.63	\$ 224.81		
\$ 1,820.21	\$ 2,045.02	\$ 224.81		
\$ 1,820.21	\$ 2,045.02	\$ 224.81		

Renaissance, Oasis, & Preserve Assessment Breakdown											
Product Type	District Proper	Unit 1		Unit 2		Unit 3		Unit 4		Unit 7	
		Total Fiscal Year 2023/2024 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	All Units Total Fiscal Year 2023/2024 Assessment Per Unit
Renaissance 35' Villa	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ 103.02	\$ -	\$ -	\$ -	\$ 347.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ 678.03	\$ -	\$ -	\$ -	\$ 850.49
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ 781.05	\$ -	\$ -	\$ -	\$ 1,198.21
Renaissance 50'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ 103.02	\$ -	\$ -	\$ -	\$ 347.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ 998.94	\$ -	\$ -	\$ -	\$ 1,171.40
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ 1,101.95	\$ -	\$ -	\$ -	\$ 1,519.11
Renaissance 60'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ 103.02	\$ -	\$ -	\$ -	\$ 347.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ 1,212.87	\$ -	\$ -	\$ -	\$ 1,385.33
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ 1,315.89	\$ -	\$ -	\$ -	\$ 1,733.05
Oasis 60'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ 103.02	\$ -	\$ -	\$ -	\$ 347.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ 829.89	\$ -	\$ -	\$ -	\$ 1,002.35
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ 932.91	\$ -	\$ -	\$ -	\$ 1,350.07
Oasis 70'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ 103.02	\$ -	\$ -	\$ -	\$ 347.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ 980.00	\$ -	\$ -	\$ -	\$ 1,152.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ 1,083.02	\$ -	\$ -	\$ -	\$ 1,500.18
Preserve 33' Villa	Admin / Maint	\$ 12.45	\$ 232.25	\$ 7.73	\$ -	\$ -	\$ 103.02	\$ -	\$ -	\$ -	\$ 355.45
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ 424.61	\$ -	\$ -	\$ -	\$ 597.07
	Sub-Total	\$ 12.45	\$ 404.71	\$ 7.73	\$ -	\$ -	\$ 527.62	\$ -	\$ -	\$ -	\$ 952.51
Preserve 50'	Admin / Maint	\$ 12.45	\$ 232.25	\$ 7.77	\$ -	\$ -	\$ 103.02	\$ -	\$ -	\$ -	\$ 355.49
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ 679.79	\$ -	\$ -	\$ -	\$ 852.25
	Sub-Total	\$ 12.45	\$ 404.71	\$ 7.77	\$ -	\$ -	\$ 782.81	\$ -	\$ -	\$ -	\$ 1,207.73

*Note: Oasis is introducing a 50' category in Phase II of construction. The methodology will be updated in the future to reflect this. For now, based on the fact that all other 50' lots in Unit 4 are 1 ERU, and based on the calculated amount of 1 ERU for the 60' and 70', Unit 4 Debt for an Oasis 50' will be \$650.08 NET and \$691.58 GROSS Admin / Maint Assessment includes 1% County Tax Collector Fee, a 1% County Property Appraiser Fee and a 4% discount for early payment of taxes.

Renaissance, Oasis, & Preserve Assessment Changes				
Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Change +/- From Previous Year Per Unit		
\$ 1,071.72	\$ 1,198.21	\$	\$	\$ 126.49
\$ 1,392.63	\$ 1,519.11	\$	\$	\$ 126.49
\$ 1,606.56	\$ 1,733.05	\$	\$	\$ 126.49
\$ 1,223.58	\$ 1,350.07	\$	\$	\$ 126.49
\$ 1,373.69	\$ 1,500.18	\$	\$	\$ 126.49
\$ 825.93	\$ 952.51	\$	\$	\$ 126.58
\$ 1,081.07	\$ 1,207.73	\$	\$	\$ 126.66

Assessments - Unit 7 Villages

Unit 7 Villages Assessment Breakdown														
Product Type	District Proper		Unit 1		Unit 2		Unit 3		Unit 4		Unit 7		All Units	
	Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit	
50'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 830.00	\$ 1,002.46	\$ 1,002.46	\$ 1,002.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 989.02	\$ 1,406.18	\$ 1,406.18	\$ 1,406.18
74'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,228.40	\$ 1,400.86	\$ 1,400.86	\$ 1,400.86
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,387.42	\$ 1,804.58	\$ 1,804.58	\$ 1,804.58
Coach	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 622.50	\$ 794.96	\$ 794.96	\$ 794.96
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 781.52	\$ 1,198.68	\$ 1,198.68	\$ 1,198.68
2-Story	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 456.50	\$ 628.96	\$ 628.96	\$ 628.96
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 615.52	\$ 1,032.68	\$ 1,032.68	\$ 1,032.68
4-Story	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 415.00	\$ 587.46	\$ 587.46	\$ 587.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 574.02	\$ 991.18	\$ 991.18	\$ 991.18
Village B 50'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,660.00	\$ 1,832.46	\$ 1,832.46	\$ 1,832.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,819.02	\$ 2,236.18	\$ 2,236.18	\$ 2,236.18
Village F1 37'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,245.00	\$ 1,417.46	\$ 1,417.46	\$ 1,417.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,404.02	\$ 1,821.18	\$ 1,821.18	\$ 1,821.18
Village F1 50'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,660.00	\$ 1,832.46	\$ 1,832.46	\$ 1,832.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,819.02	\$ 2,236.18	\$ 2,236.18	\$ 2,236.18
Village F1 60'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,992.00	\$ 2,164.46	\$ 2,164.46	\$ 2,164.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,151.02	\$ 2,568.18	\$ 2,568.18	\$ 2,568.18
Village F5 Dup/Paird Villas	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 996.00	\$ 1,168.46	\$ 1,168.46	\$ 1,168.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,155.02	\$ 1,572.18	\$ 1,572.18	\$ 1,572.18
Village F5 40'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,328.00	\$ 1,500.46	\$ 1,500.46	\$ 1,500.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,487.02	\$ 1,904.18	\$ 1,904.18	\$ 1,904.18
Village F5 50'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.02	\$ 403.72	\$ 403.72	\$ 403.72
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,660.00	\$ 1,832.46	\$ 1,832.46	\$ 1,832.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,819.02	\$ 2,236.18	\$ 2,236.18	\$ 2,236.18

Admin / Maint Assessment Includes 1% County Tax Collector Fee, a 1% County Property Appraiser Fee and a 4% discount for early payment of taxes.

Unit 7 Villages Assessment Changes				
Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Change +/- From Previous Year Per Unit	Total Change +/- From Previous Year Per Unit
\$ 1,261.84	\$ 1,406.18	\$ 1,406.18	\$ 144.34	\$ 144.34
\$ 1,660.24	\$ 1,804.58	\$ 1,804.58	\$ 144.34	\$ 144.34
\$ 1,054.34	\$ 1,198.68	\$ 1,198.68	\$ 144.34	\$ 144.34
\$ 888.34	\$ 1,032.68	\$ 1,032.68	\$ 144.34	\$ 144.34
\$ 846.84	\$ 991.18	\$ 991.18	\$ 144.34	\$ 144.34
\$ 2,091.84	\$ 2,236.18	\$ 2,236.18	\$ 144.34	\$ 144.34
\$ 1,676.84	\$ 1,821.18	\$ 1,821.18	\$ 144.34	\$ 144.34
\$ 2,091.84	\$ 2,236.18	\$ 2,236.18	\$ 144.34	\$ 144.34
\$ 2,423.84	\$ 2,568.18	\$ 2,568.18	\$ 144.34	\$ 144.34
\$ 1,427.84	\$ 1,572.18	\$ 1,572.18	\$ 144.34	\$ 144.34
\$ 1,759.84	\$ 1,904.18	\$ 1,904.18	\$ 144.34	\$ 144.34
\$ 2,091.84	\$ 2,236.18	\$ 2,236.18	\$ 144.34	\$ 144.34

Unit 8 Villages Assessment Breakdown																	
Product Type	District Proper		Unit 1		Unit 2		Unit 3		Unit 4		Unit 7		Unit 8		All Units		
	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	
50'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.78	\$ 365.48	\$ 1,110.49	\$ 2,287.63	
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,922.15	\$ 1,749.69			\$ 1,177.14
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,870.47	\$ 2,287.63			
75'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.78	\$ 365.48	\$ 1,288.77	\$ 2,734.92	
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,196.98	\$ 2,369.44			\$ 1,446.15
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,317.76	\$ 2,734.92			
Coach	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.78	\$ 365.48	\$ 1,026.60	\$ 2,077.15	
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,539.21	\$ 1,711.67			\$ 1,050.55
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,659.99	\$ 2,077.15			
2-Story	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.78	\$ 365.48	\$ 937.45	\$ 1,853.49	
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,315.55	\$ 1,488.01			\$ 916.04
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,436.33	\$ 1,853.49			
4-Story	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.78	\$ 365.48	\$ 848.31	\$ 1,629.84	
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,264.36	\$ 1,629.84			\$ 781.53
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,212.68	\$ 1,629.84			
Unit 8 Villages Assessment Changes																	
		Total Fiscal Year 2022/2023	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Change +/- From Previous Year				Total Fiscal Year 2023/2024	Assessment Per Unit	Total Change +/- From Previous Year		Assessment Per Unit			
		\$	1,110.49	\$	2,287.63	\$ 1,177.14				\$	2,287.63	\$ 1,177.14		\$			
		\$	1,288.77	\$	2,734.92	\$ 1,446.15				\$	2,734.92	\$ 1,446.15		\$			
		\$	1,026.60	\$	2,077.15	\$ 1,050.55				\$	2,077.15	\$ 1,050.55		\$			
		\$	937.45	\$	1,853.49	\$ 916.04				\$	1,853.49	\$ 916.04		\$			
		\$	848.31	\$	1,629.84	\$ 781.53				\$	1,629.84	\$ 781.53		\$			

Unit 9 Villages Assessment Breakdown																		
Product Type	District Proper		Unit 1		Unit 2		Unit 3		Unit 4		Unit 7		Unit 8		Unit 9		All Units	
	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit	Total Fiscal Year 2023/2024	Assessment Per Unit
50'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264.37	\$ 509.07		
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,754.57	\$ 1,927.03		
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,018.94	\$ 2,436.10		
62'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264.37	\$ 509.07		
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,175.67	\$ 2,348.13		
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,440.04	\$ 2,857.20		
75'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264.37	\$ 509.07		
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,631.86	\$ 2,804.32		
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,896.23	\$ 3,313.39		
85'	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264.37	\$ 509.07		
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,982.77	\$ 3,155.23		
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,247.14	\$ 3,664.30		
Coach	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264.37	\$ 509.07		
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 877.29	\$ 1,049.75		
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,141.66	\$ 1,558.82		

Admin / Maint Assessment Includes 1% County Tax Collector Fee, a 1% County Property Appraiser Fee and a 4% discount for early payment of taxes.

Unit 9 Villages Assessment Changes				
Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Change +/- From Previous Year Per Unit	
\$ -	\$ -	\$ 2,436.10	\$ 2,436.10	\$ 2,436.10
\$ -	\$ -	\$ 2,857.20	\$ 2,857.20	\$ 2,857.20
\$ -	\$ -	\$ 3,313.39	\$ 3,313.39	\$ 3,313.39
\$ -	\$ -	\$ 3,664.30	\$ 3,664.30	\$ 3,664.30
\$ -	\$ -	\$ 1,558.82	\$ 1,558.82	\$ 1,558.82

Thomas 167 Assessment Breakdown										
Product Type	District Proper		Unit 1		Unit 2		Unit 3		Unit 4	
	Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit	All Units Total Fiscal Year 2023/2024 Assessment Per Unit
Thomas 167 * Multi Family (3 BDR)	Admin / Maint	\$ 12.45	\$ 232.25	\$ 7.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 252.24
	Debt	\$ -	\$ 172.46	\$ 368.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 541.37
	Sub-Total	\$ 12.45	\$ 404.71	\$ 376.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 793.61
Thomas 167 * Multi Family (2 BDR)	Admin / Maint	\$ 12.45	\$ 232.25	\$ 6.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 251.44
	Debt	\$ -	\$ 172.46	\$ 329.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502.20
	Sub-Total	\$ 12.45	\$ 404.71	\$ 336.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 753.64
Thomas 167 * Commercial	Admin / Maint	\$ 12.45	\$ 232.25	\$ 262.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 507.61
	Debt	\$ -	\$ 172.46	\$ 12,863.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,035.93
	Sub-Total	\$ 12.45	\$ 404.71	\$ 13,126.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,543.54

Thomas 167 Assessment Changes			
Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Change +/- From Previous Year Per Unit	
\$ 668.65	\$ 793.61	\$	124.96
\$ 628.70	\$ 753.64	\$	124.94
\$ 13,414.27	\$ 13,543.54	\$	129.27

Undeveloped and/or Unassigned Land Assessment Breakdown										
Product Type	District Proper		Unit 1		Unit 2		Unit 3		Unit 4	
	Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit		Total Fiscal Year 2023/2024 Assessment Per Unit	All Units Total Fiscal Year 2023/2024 Assessment Per Unit
Land Inside U1 Boundary Per 1/2 Acre or Less	Admin / Maint	\$ 12.45	\$ 232.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244.70
	Debt	\$ -	\$ 172.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172.46
	Sub-Total	\$ 12.45	\$ 404.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417.16
Land Outside U1 Boundary Per 1/2 Acre or Less	Admin / Maint	\$ 12.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12.45
	Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub-Total	\$ 12.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12.45

Undeveloped and/or Unassigned Land Assessment Changes			
Total Fiscal Year 2022/2023 Assessment Per Unit	Total Fiscal Year 2023/2024 Assessment Per Unit	Total Change +/- From Previous Year Per Unit	
\$ 292.33	\$ 417.16	\$	124.83
\$ 14.84	\$ 12.45	\$	(2.39)

Admin / Maint Assessment Includes 1% County Tax-Collector Fee, a 1% County Property Appraiser Fee and a 4% discount for early payment of taxes.

Notes:

* Thomas 167 was originally referred to as the "Town Center" in the Unit 2 Methodology and included Town Center Residential and Town Center Commercial

Debt Assessment Methodology - Unit 1

Exhibit D of WVID Unit 1 Engineers Report

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Owner of Property	Description of Property	Assessable Half-Acre or Less Portions	Amount of Determined Benefits	Amount of Determined Damages	Number of Acres to be Taken of Right-of-Way, ect
Fourth Quarter Properties, XXXII, LLC	Exhibit D-1 of WVID Unit 1 Engineers Report	12,101	\$ 36,816,162.00	\$0	0
DiVosta and Company, Inc	Exhibit D-2 of WVID Unit 1 Engineers Report	1,200	\$ 3,650,887.89	\$0	0
Divosta Homes, LP	Exhibit D-3 of WVID Unit 1 Engineers Report	962	\$ 2,926,795.13	\$0	0
Gran Paradiso I, LLC	Exhibit D-4 of WVID Unit 1 Engineers Report	1,432	\$ 4,356,726.22	\$0	0
Gran Paradiso II, LLC	Exhibit D-5 of WVID Unit 1 Engineers Report	621	\$ 1,889,334.48	\$0	0
Lee Weatherington Development, Inc.	Exhibit D-6 of WVID Unit 1 Engineers Report	84	\$ 255,562.15	\$0	0

*

Amount of Benefits per Assessable Half-Acre or Less
\$ 3,042.41
\$ 3,042.41
\$ 3,042.41
\$ 3,042.41
\$ 3,042.41
\$ 3,042.41

*

Total		16,400	\$ 49,895,467.87	\$ -	0
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\$ 3,042.41

* Note: These Columns / Rows are not a part of Exhibit D. These columns / Rows show a completely equal benefit per assessable 1/2 acre or less.

Debt Assessment Methodology - Unit 2

Combined Annual Assessments After Issuance of Bonds

Property	Units	Original Number of Units in Area 1	Number of Units True- up or Paid Off (a)	Number of Units in Area 1 Par	Total Maximum Annual Assessment per Unit*	Total Maximum Annual Assessment*	Par Per Unit	Total Par Per Category
2019 A-1 (Performing)								
Island Walk								
Single Family Residents	DU	1,799	3	1,796	\$379.89	\$682,282.44	\$3,830.73	\$6,879,991.08
Multi Family 3BDR or larger	DU	70	0	70	\$378.22	\$26,475.40	\$3,813.87	\$266,970.90
Multi Family 2BDR or smaller	DU	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Assessable Commercial/Office	AC	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Total Island Walk						\$708,757.84		\$7,146,961.98
Grand Paradiso								
Single Family Residents	DU	1,439	8	1,431	\$424.10	\$606,887.10	\$4,276.51	\$6,119,685.81
Multi Family 3BDR or larger	DU	280	0	280	\$361.34	\$101,175.20	\$3,643.65	\$1,020,222.00
Multi Family 2BDR or smaller	DU	280	2	278	\$322.17	\$89,563.26	\$3,248.67	\$903,130.26
Assessable Commercial/Office	AC	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Total Grand Paradiso						\$797,625.56		\$8,043,038.07
2019 A-2 (Non Performing)								
Town Center*								
Single Family Residents	DU	0	0	0	\$235.00	\$0.00	\$0.00	\$0.00
Multi Family 3BDR or larger	DU	76	0	76	\$368.91	\$28,037.16	\$3,744.72	\$284,598.86
Multi Family 2BDR or smaller	DU	140	0	140	\$329.74	\$46,163.60	\$3,347.12	\$468,596.24
Assessable Commercial/Office	AC	92.49	0	92.49	\$12,863.47	\$1,189,742.35	\$130,574.17	\$12,076,804.91
Total Town Center*						\$1,263,943.11		\$12,830,000.00
GRAND TOTAL						\$2,770,326.51		\$28,020,000.05

Notes:

* This property is no longer referred to as the "Town Center" . This property is currently referred to as the "Thomas 167" area.

Debt Assessment Methodology - Unit 3

Table 2			
Product Type	Number of Units	Total Maximum Annual Assessment per Unit *	Total Maximum Annual Assessment per Product Type
35'	179	\$490	\$87,710
Town	420	\$490	\$205,800
Coach	116	\$590	\$68,440
45'	59	\$590	\$34,810
52'	513	\$690	\$353,970
62'	131	\$790	\$103,490
65'	79	\$790	\$62,410
70'	56	\$790	\$44,240
75'	252	\$890	\$224,280
80'	65	\$890	\$57,850
Totals	1870		\$1,243,000

*** Does not include county fees and discounts.**

The Bonds currently has a maximum annual debt service requirement of \$1,274,100. The maximum annual debt service shown in Table 2 to be derived from the revised plan proposed by Lennar, together with a maximum annual assessment amount of \$29,543 derived from the twenty-six (26) existing residential units, is sufficient to retire the outstanding debt as shown in Table 3.

Table 3	
Revised Methodology Maximum Annual Assessment	\$1,243,000
Pre Lennar Annual Assessment*	\$34,343
Total Maximum Annual Assessment	\$1,277,343

Debt Assessment Methodology - Unit 4

RENAISSANCE SUBDIVISION

Product Type	Number of Units	Net M.A.D.S. Assessment Per Unit After Contribution	Gross M.A.D.S. Assessment Per Unit After Contribution*	Total Net M.A.D.S. Assessment Per Product Type After Contribution*	Total Gross M.A.D.S. Assessment Per Product Type After Contribution*
35' Villas	224	\$ 637	\$ 678	\$ 142,766	\$ 151,879
50' SF	273	\$ 939	\$ 999	\$ 256,347	\$ 272,710
60' SF	193	\$ 1,140	\$ 1,213	\$ 220,039	\$ 234,084
Totals	690			\$ 619,153	\$ 658,673

OASIS SUBDIVISION

Product Type	Number of Units	Net M.A.D.S. Assessment Per Unit After Contribution	Gross M.A.D.S. Assessment Per Unit After Contribution*	Total Net M.A.D.S. Assessment Per Product Type After Contribution*	Total Gross M.A.D.S. Assessment Per Product Type After Contribution*
60' SF	92	\$ 780	\$ 830	\$ 71,769	\$ 76,350
70' SF	44	\$ 921	\$ 980	\$ 40,533	\$ 43,120
Totals	136			\$ 112,302	\$ 119,470

Note: Oasis is introducing a 50' catagorey in Phase II of contruction. The methodology will be updated in the future to reflect this. For now, based on the fact that all other 50' lots in Unit 4 are 1 ERU, and based on the calculated amount of 1 ERU for the 60' and 70', Unit 4 Debt for an Oasis 50' will be \$650.08 NET and \$691.58 GROSS

PRESERVE SUBDIVISION

Product Type	Number of Units	Net M.A.D.S. Assessment Per Unit After Contribution	Gross M.A.D.S. Assessment Per Unit After Contribution*	Total Net M.A.D.S. Assessment Per Product Type After Contribution*	Total Gross M.A.D.S. Assessment Per Product Type After Contribution*
33' Villas	90	\$ 399	\$ 425	\$ 35,922	\$ 38,215
50' SF	110	\$ 639	\$ 680	\$ 70,290	\$ 74,777
Totals	200			\$ 106,212	\$ 112,991

TOTAL PROJECT

Product Type	Number of Units	Net M.A.D.S. Assessment Per Unit After Contribution	Gross M.A.D.S. Assessment Per Unit After Contribution*	Total Net M.A.D.S. Assessment Per Product Type After Contribution*	Total Gross M.A.D.S. Assessment Per Product Type After Contribution*
33' Villas	90	\$ 399	\$ 425	\$ 35,922	\$ 38,215
35' Villas	224	\$ 637	\$ 678	\$ 142,766	\$ 151,879
50' SF	110	\$ 639	\$ 680	\$ 70,290	\$ 74,777
50' SF	273	\$ 939	\$ 999	\$ 256,347	\$ 272,710
60' SF	193	\$ 1,140	\$ 1,213	\$ 220,039	\$ 234,084
60' SF	92	\$ 780	\$ 830	\$ 71,769	\$ 76,350
70' SF	44	\$ 921	\$ 980	\$ 40,533	\$ 43,120
Totals	1026			\$ 837,666	\$ 891,134

M.A.D.S. = Maximum Annual Debt Service

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

Debt Assessment Methodology - Unit 7

Unit 7 Master Bond

Product Type	Number of Units	ERU Factor	Total ERU	Gross Assessment Per ERU *	Gross Assessment Per Unit	Gross Assessment Per Product Type *
50' SF	1,897	1.00	1,897	\$ 830	\$ 830.00	\$ 1,574,510
74' SF	77	1.48	114	\$ 830	\$ 1,228.40	\$ 94,587
Coach	216	0.75	162	\$ 830	\$ 622.50	\$ 134,460
2-Story	296	0.55	163	\$ 830	\$ 456.50	\$ 135,124
4-Story	390	0.50	195	\$ 830	\$ 415.00	\$ 161,850
Totals	2,876	.	2,531			\$ 2,100,531

Unit 7 Village B

Product Type	Number of Units	ERU Factor	Total ERU	Gross Assessment Per ERU *	Gross Assessment Per Unit	Gross Assessment Per Product Type *
50' SF	111	1.00	111	\$ 830	\$ 830	\$ 92,130
Totals	111	.	111			\$ 92,130

Unit 7 Village F1 & F5

Product Type	Number of Units	ERU Factor	Total ERU	Gross Assessment Per ERU *	Gross Assessment Per Unit	Gross Assessment Per Product Type *
F1 - 37' SF	102	0.75	76.50	\$ 830	\$ 622.50	\$ 63,495.00
F1 - 50' SF	92	1.00	92.00	\$ 830	\$ 830.00	\$ 76,360.00
F1 - 60' SF	76	1.20	91.20	\$ 830	\$ 996.00	\$ 75,696.00
F5 - Duplex/Paired Villa	158	0.60	94.80	\$ 830	\$ 498.00	\$ 78,684.00
F5 - 40' SF	115	0.80	92.00	\$ 830	\$ 664.00	\$ 76,360.00
F5 - 50' SF	125	1.00	125.00	\$ 830	\$ 830.00	\$ 103,750.00
Totals	668	.	571.50			474,345.00

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

Debt Assessment Methodology - Unit 8

Unit 8 Master Bond

Product Type	Number of Units	ERU Factor	Total ERU	Gross Assessment Per ERU *	Gross Assessment Per Unit	Gross Assessment Per Product Type *
50' SF	250	1.00	250.00	\$ 697.38	\$ 697.38	\$ 174,345.00
75' SF	140	1.26	175.79	\$ 697.38	\$ 875.66	\$ 122,592.40
Coach	268	0.88	235.76	\$ 697.38	\$ 613.49	\$ 164,415.32
2-Story	268	0.75	201.50	\$ 697.38	\$ 524.34	\$ 140,523.12
4-Story	390	0.62	243.38	\$ 697.38	\$ 435.20	\$ 169,728.00
Sub Totals	1,316	.	1,106.43			771,603.84
Golf Course (Acres)	128	0.15	19.20	\$ 697.38	\$ -	\$ -
Totals	1,444	.	1,125.63			\$ -

Unit 8 Neighborhood Bond

Product Type	Number of Units	ERU Factor	Total ERU	Gross Assessment Per ERU *	Gross Assessment Per Unit	Gross Assessment Per Product Type *
52' SF	259	1.00	259.00	\$ 1,052.31	\$ 1,052.31	\$ 272,548.29
75' SF	166	1.26	208.44	\$ 1,052.31	\$ 1,321.32	\$ 219,339.12
Coach	300	0.88	263.91	\$ 1,052.31	\$ 925.72	\$ 277,716.00
2-Story	228	0.75	171.43	\$ 1,052.31	\$ 791.21	\$ 180,395.88
4-Story	420	0.62	262.10	\$ 1,052.31	\$ 656.70	\$ 275,814.00
Sub Totals	1,373	.	1,164.88			1,225,813.29
Golf Course (Acres)	128	0.15	19.20	\$ 1,052.31	\$ -	\$ -
Totals	1,501	.	1,184.08			\$ -

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

Debt Assessment Methodology - Unit 9

Unit 9 Master Bond						
Product Type	Number of Units	ERU Factor	Total ERU	Gross Assessment Per ERU *	Gross Assessment Per Unit	Gross Assessment Per Product Type *
50' SF	228	1.00	228.00	\$ 1,755	\$ 1,755	\$ 400,042
62' SF	97	1.24	120.28	\$ 1,755	\$ 2,176	\$ 211,040
75' SF	81	1.50	121.50	\$ 1,755	\$ 2,632	\$ 213,181
85' SF	63	1.70	107.10	\$ 1,755	\$ 2,983	\$ 187,915
Coach	264	0.50	132.00	\$ 1,755	\$ 877	\$ 231,605
Totals	733	.	708.88			1,243,782

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

West Villages
Improvement District
Unit 6 - Master Irrigation Utility

**Proposed Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

WEST VILLAGES IMPROVEMENT DISTRICT - UNIT 6
MASTER IRRIGATION UTILITY BUDGET
FISCAL YEAR 2022/2023

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Well Availability Charge	\$ 214,861.11	\$ 260,212.86	\$ 260,212.86	Rate = \$4.40 per Unit
Capital Recovery	\$ 71,620.39	\$ 86,916.44	\$ 86,916.44	Rate = \$1.47 per Unit
Water Usage	\$ 357,991.99	\$ 605,324.00	\$ 605,324.00	Rate = Tier 1 = \$0.77, Tier 2 = \$1.54 (both per 1,000 gallons)
Interest / Other Income	\$ 23.51	\$ -	\$ -	
Special Assessment			\$ 904,255.00	Special Assessment for Gran Paradiso HOA Irrigation Lawsuit
Total Revenues	\$ 644,497.00	\$ 952,453.30	\$ 1,856,708.30	
Developer Subsidy for Capital / Operating	\$ 1,619,570.54	\$ 422,875.00	\$ 517,876.00	
Total Funds Available	\$ 2,264,067.54	\$ 1,375,328.30	\$ 2,374,584.30	
EXPENDITURES				
Engineering	\$ 184,408.97	\$ 150,000.00	\$ 100,000.00	
Engineering - Extraordinary	\$ -	\$ -	\$ 35,000.00	2023 Rate Study per GovRates agreement
Management	\$ 34,605.00	\$ 39,999.00	\$ 40,000.00	
Operations Administration	\$ 138,600.00	\$ 148,000.00	\$ 148,000.00	
Legal	\$ 9,577.53	\$ 10,000.00	\$ 10,000.00	
Legal - Extraordinary FY 22/23	\$ -	\$ -	\$ 400,000.00	Gran Paradiso Irrigation Lawsuit 2022/2023- Reimburse Unit 3
Legal - Extraordinary FY 23/24	\$ -	\$ -	\$ 350,000.00	Gran Paradiso Irrigation Lawsuit 2023/2024- Anticipated Expenses
Audit	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
Miscellaneous	\$ 272.60	\$ 5,000.00	\$ 5,000.00	
Misc - Extraordinary Cost FY 22/23	\$ -	\$ -	\$ 35,000.00	Gran Paradiso Irrigation Lawsuit 2022/2023 (Stantec, Progressive, Urban Economics etc)- Reimburse Unit 3
Misc - Extraordinary Cost FY 23/24	\$ -	\$ -	\$ 30,000.00	Gran Paradiso Irrigation Lawsuit 2023/2024 Anticipated Expenses
Utility System - Repairs & Maintenance	\$ 203,844.24	\$ 260,000.00	\$ 280,000.00	\$81,000 per Nathan, current and stations coming online next year
Electricity	\$ 105,683.03	\$ 137,200.00	\$ 262,200.00	Additional pump stations for Palmyra, Brightmore, Everly, Lakespur, PIL 4, PIL2
Water	\$ 80,231.11	\$ 145,000.00	\$ 145,000.00	\$45,000 for reclaimed water from CONP
Fuel & Oil	\$ -	\$ 5,000.00	\$ 5,000.00	Generators, if needed
Well Availability Payment	\$ 191,124.02	\$ 260,212.86	\$ 260,212.86	Collected, but being held in escrow per Board direction
Capital Recovery Payment	\$ -	\$ 86,916.44	\$ 86,916.44	
Infrastructure Improvements / Maintenance	\$ 1,371,965.24	\$ 125,000.00	\$ 125,000.00	
Total Expenditures	\$ 2,323,311.74	\$ 1,375,328.30	\$ 2,320,329.30	
County Appraiser & Tax Collector Fee	\$ -	\$ -	\$ (18,085.00)	2% County Collection Fee
Discounts for Early Payments	\$ -	\$ -	\$ (36,170.00)	4% Early Payment to County Discount
Excess / (Shortfall)	\$ (59,244.20)	\$ -	\$ -	

Estimated 2023/2024 Assessable Entities = 4,591

Per Unit Gross Special Assessment Rate = \$196.96



Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota FL 34240-8414
941-907-6900

May 31. 2023

Via: E-Mail (twodraska@sdsinc.org)

File: 25612793

West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

Attn: **Mr. Todd Wodraska**
District Manager

Reference: **Change Order No. 3 Under Work Authorization No. 51**

Dear Mr. Wodraska:

Due to ongoing project needs, we are requesting approval to proceed with the following budget increase for professional services as follows:

Task 410F – Miscellaneous Engineering Services

Due to current requests from the District, we are respectfully requesting an additional \$10,000 be added to this existing task. We will bill on a Time and Material* basis as services are requested and will specifically note on the invoice what the services are for.

W.A. Contract to Date	\$ 45,000
Increase this Change Order	<u>\$ 10,000</u>
New Contract Sum	\$ 55,000

* Time and Material (T/M) estimates are based upon past experience, but the actual fee may be more or less due to factors outside of Stantec's control. Fees are not to be exceeded without prior consent from the Client.



CO 3 to WA 51
West Villages Improvement District
Miscellaneous Engineering Services
Page 2 of 2

Stantec Consulting Services Inc.

6920 Professional Parkway

Sarasota, FL 34240

Michael A Kennedy
By

May 31, 2023

Date

John A. Wilk
By

May 31, 2023

Date

West Villages Improvement District
c/o Special District Services, Inc.

2501A Burns Road

Palm Beach Gardens, FL 33410

By

Date



SCHEDULE OF FEES

Effective January 1, 2023

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 111.00
Level 4	\$ 122.00
Level 5	\$ 139.00
Level 6	\$ 143.00
Level 7	\$ 152.00
Level 8	\$ 162.00
Level 9	\$ 168.00
Level 10	\$ 173.00
Level 11	\$ 189.00
Level 12	\$ 198.00
Level 13	\$ 209.00
Level 14	\$ 219.00
Level 15	\$ 232.00
Level 16	\$ 256.00
Level 17	\$ 265.00
Level 18	\$ 270.00
Level 19	\$ 281.00
Level 20	\$ 291.00
Level 21	\$ 309.00
1 Person Field Crew	\$ 145.00
2 Person Field Crew	\$ 200.00
3 Person Field Crew	\$ 255.00
4 Person Field Crew	\$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

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

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

Description: Additional Utility Exploration for Village E

Attachments: de Moya Group Request for Change Order #3.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$9,305,602.04	Original Contract Times: Substantial Completion: <u>540 days</u> Ready for Final Payment: <u>570 days</u> days or dates
<u>[Increase]</u> [Decrease] from previously approved Change Orders No. <u>2</u> to No. <u>3</u> : \$ <u>350,500.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$9,848,267.34	Contract Times prior to this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
<u>[Increase]</u> [Decrease] of this Change Order (circle one): \$50,103.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
Contract Price incorporating this Change Order: \$9,898,370.34	Contract Times with all approved Change Orders: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates

RECOMMENDED:		RECOMMENDED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer	Construction Manager			Contractor	
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

APPROVED BY OWNER:

By: _____
Title: Chairman, Board of Supervisors
Date: _____



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

Request for Change Order

RCO Date: 3/29/2023

RCO #: 3

Project Name: WELLEN PARK VILLAGE D ROUNDABOUT

Reason/Description: 1) SUBSURFACE UTILITY EXPLORATION FOR VILLAGE E

Pay Item#	Description	Quantity	UOM	Unit Price	Total
	SUBSURFACE UTILITY EXPLORATION	1	LS	\$ 50,103.00	\$ 50,103.00

NET CHANGE: **50,103.00**

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

Qualifications/Exclusions:

- 1 Proposal valid for 30 days
- 2 Proposal for 65 test holes as shown in "Potential Conflicts with Ex Utilities Summary"
- 3 Any additional test holes to be billed at \$2,300/day

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

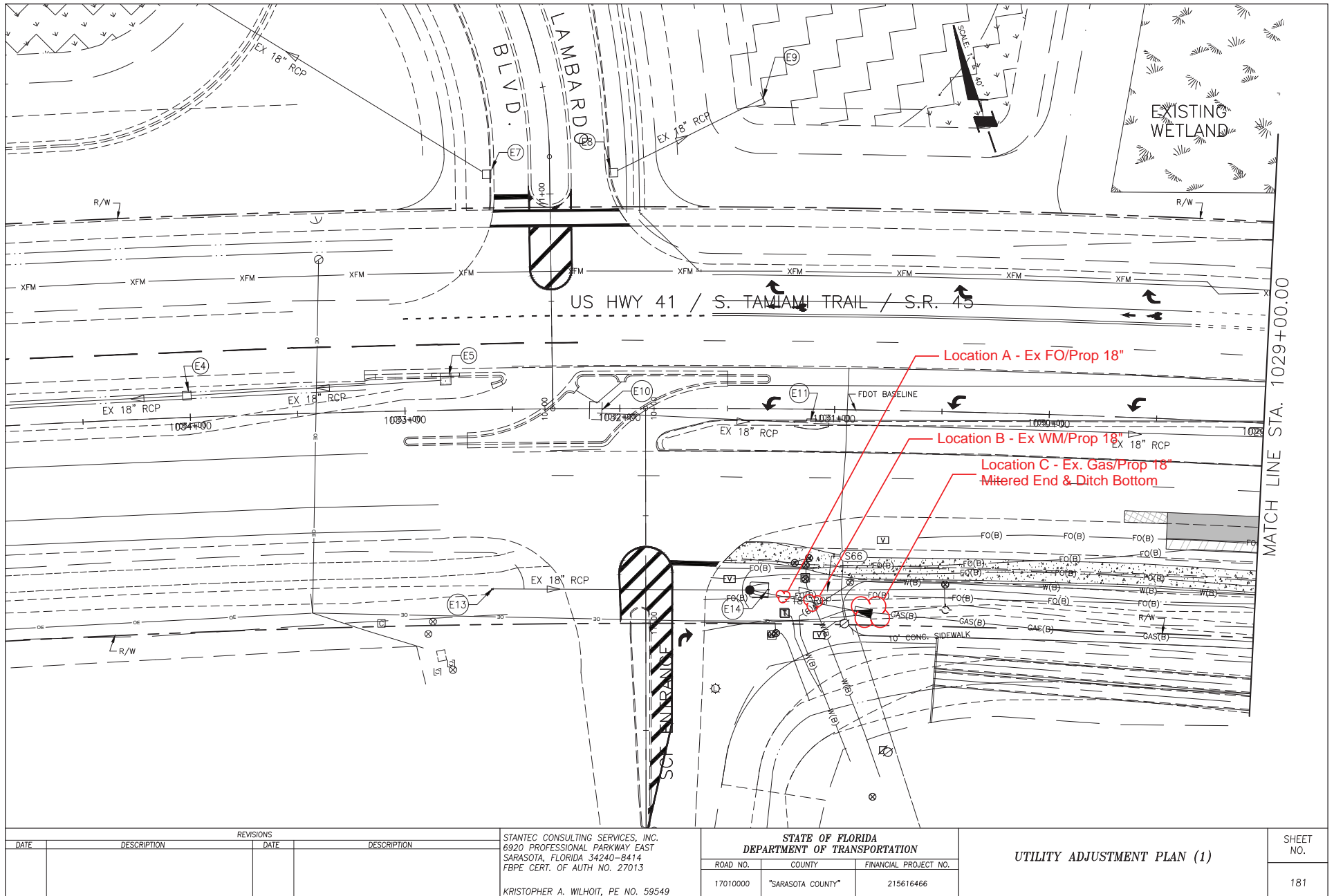
Agreed to:

BY: _____

Title: _____

Date: _____

Location ID	Northing	Eastng	Station	Offset	Existing Facility	Proposed Facility	Proposed Invert / Str Bottom	Ex Facility Elev	Conflict (Y/N)	Proposed Resolution
A					Fiber Optic	18" Drainage Pipe				
B					Watermain	18" Drainage Pipe				
C					Gas	Mixed End Sec				
D					Fiber Optic	End Wall				
E					Gas	End Wall				
F					Fiber Optic	Pipe (Size Unknown)				
G					Fiber Optic	End Wall				
H					Gas	End Wall				
I					Fiber Optic	End Wall				
J					Gas	End Wall				
K					Fiber Optic	24" Drainage Pipe				
L					Fiber Optic	Drainage Structure				
M					Fiber Optic	24" Drainage Pipe				
N					Fiber Optic	Drainage Structure				
O					Fiber Optic	24" Drainage Pipe				
P					Fiber Optic	Drainage Structure				
Q					Fiber Optic	24" Drainage Pipe				
R					Gas	24" Drainage Pipe				
S					FO (Multiple?)	Pipe (Size Unknown)				
T					FO (Multiple?)	Drainage Structure				
U					Watermain	24" Drainage Pipe				
V					FO and Gas	24" Drainage Pipe				
W					Fiber Optic	Pipe (Size Unknown)				
X					Fiber Optic	Drainage Structure				
Y					Fiber Optic	(3) 14" x 23 Drainage Pipes				
Z					Gas	Headwall				
AA					Gas	Headwall				
AB					Fiber Optic	36" Drainage Pipe				
AC					Watermain	36" Drainage Pipe				
AD					Fiber Optic	Drainage Structure				
AE					Fiber Optic	Drainage Structure				
AF					FO and Watermain	30" Drainage Pipe				
AG					Fiber Optic	Drainage Structure				
AH					Fiber Optic	24" Drainage Pipe				
AI					Watermain	24" Drainage Pipe				
AJ					Fiber Optic	24" Drainage Pipe				
AK					Fiber Optic	Drainage Structure				
AL					Fiber Optic	18" Drainage Pipe				
AM					CATV	18" Drainage Pipe				
AN					Gas	Pipe (Size Unknown)				
AQ					Fiber Optic	Drainage Structure				
AP					Watermain	36" Drainage Pipe				
AQ					Fiber Optic	36" Drainage Pipe				
AR					Fiber Optic	36" Drainage Pipe				
AS					Fiber Optic	Drainage Structure				
AT					Fiber Optic	Pipe (Size Unknown)				
AU					FO (x2)	Spillway				
AV					Fiber Optic	Pipe (Size Unknown)				
AW					Fiber Optic	Drainage Structure				
AX					Fiber Optic	Pipe (Size Unknown)				
AY					Fiber Optic	Spillway				
AZ					Watermain	Drainage Structure				
BA					Fiber Optic	24" Drainage Pipe				
BB					Fiber Optic	24" Drainage Pipe				
BC					Fiber Optic	Pipe (Size Unknown)				
BD					FO (x2)	42" Drainage Pipe				
BE					FO and Watermain	42" Drainage Pipe				
BF					Fiber Optic	24" Drainage Pipe				
BG					Fiber Optic	24" Drainage Pipe				
BH					Watermain	24" Drainage Pipe				
BI					Fiber Optic	Headwall				
BJ					Gas	Headwall				
BK					Gas	Headwall				
BL					Fiber Optic	Headwall				
BM					Watermain	36" Drainage Pipe				



REVISIONS				STANTEC CONSULTING SERVICES, INC. 6920 PROFESSIONAL PARKWAY EAST SARASOTA, FLORIDA 34240-8414 FBPE CERT. OF AUTH NO. 27013 KRISTOPHER A. WILHOIT, PE NO. 59549	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENT PLAN (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT NO.		
					17010000	"SARASOTA COUNTY"	215616466		

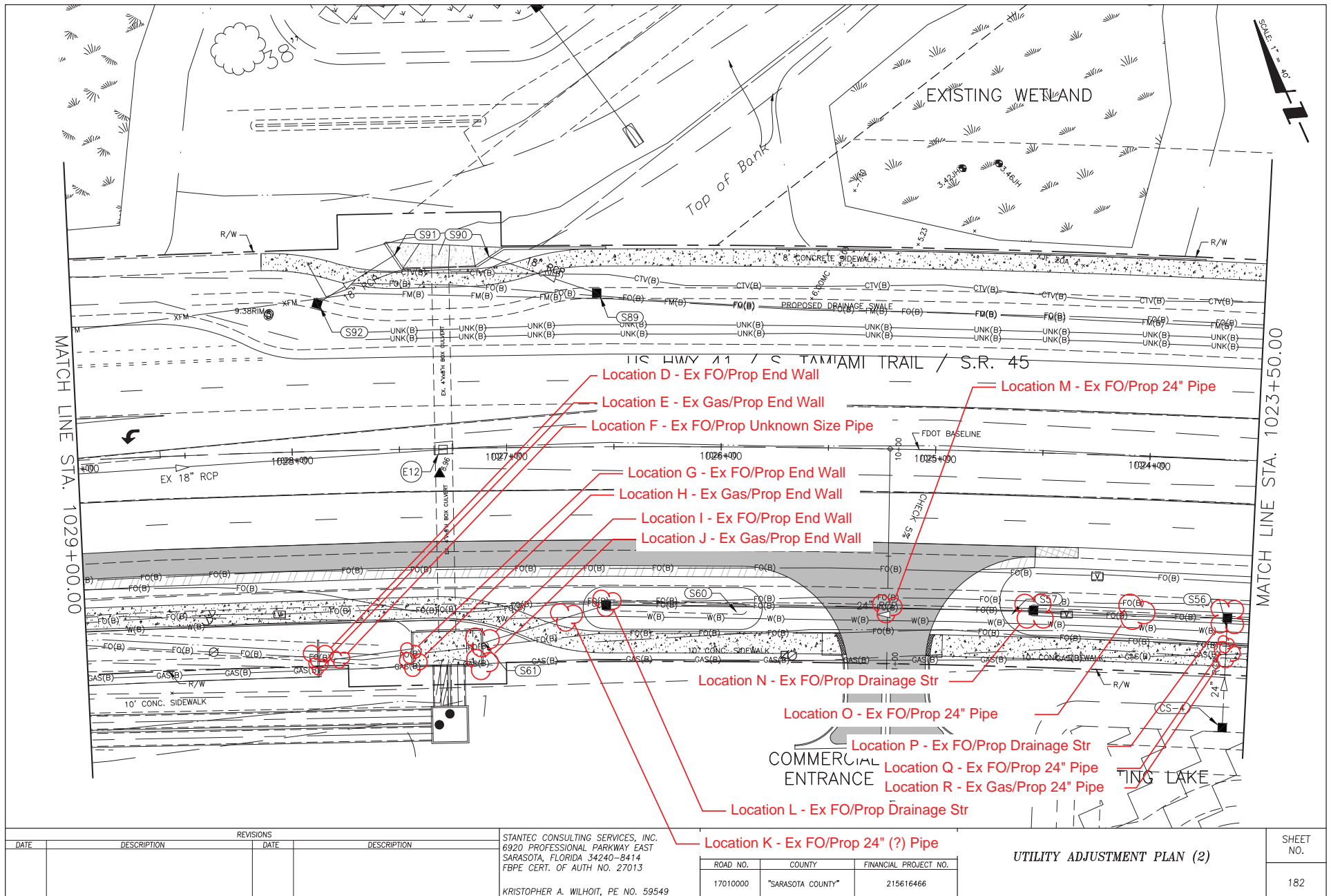
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SARASOTA, FLORIDA 34240-8414
FBPE CERT. OF AUTH NO. 27013
KRISTOPHER A. WILHOIT, PE NO. 59549

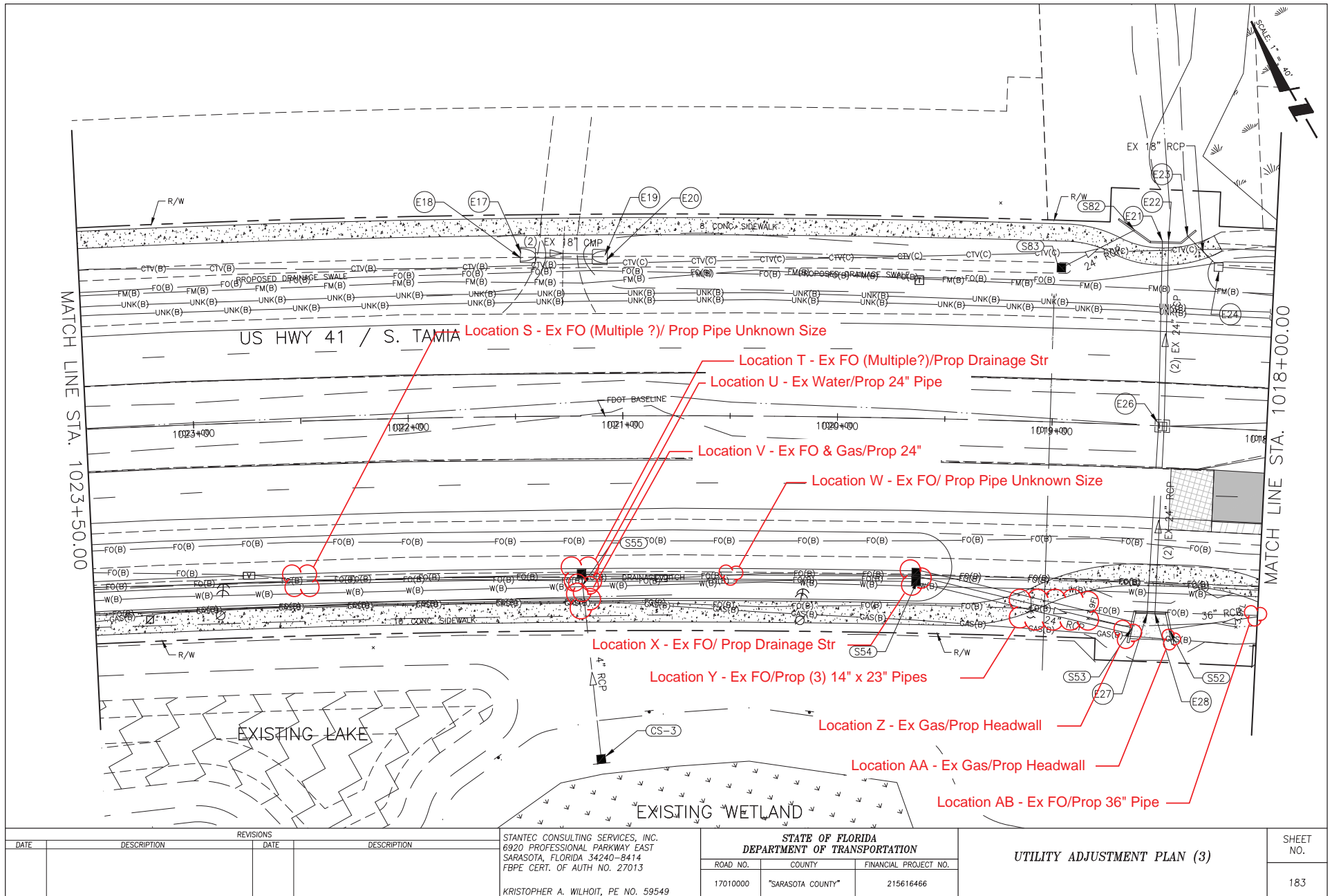
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT NO.
17010000	"SARASOTA COUNTY"	215616466

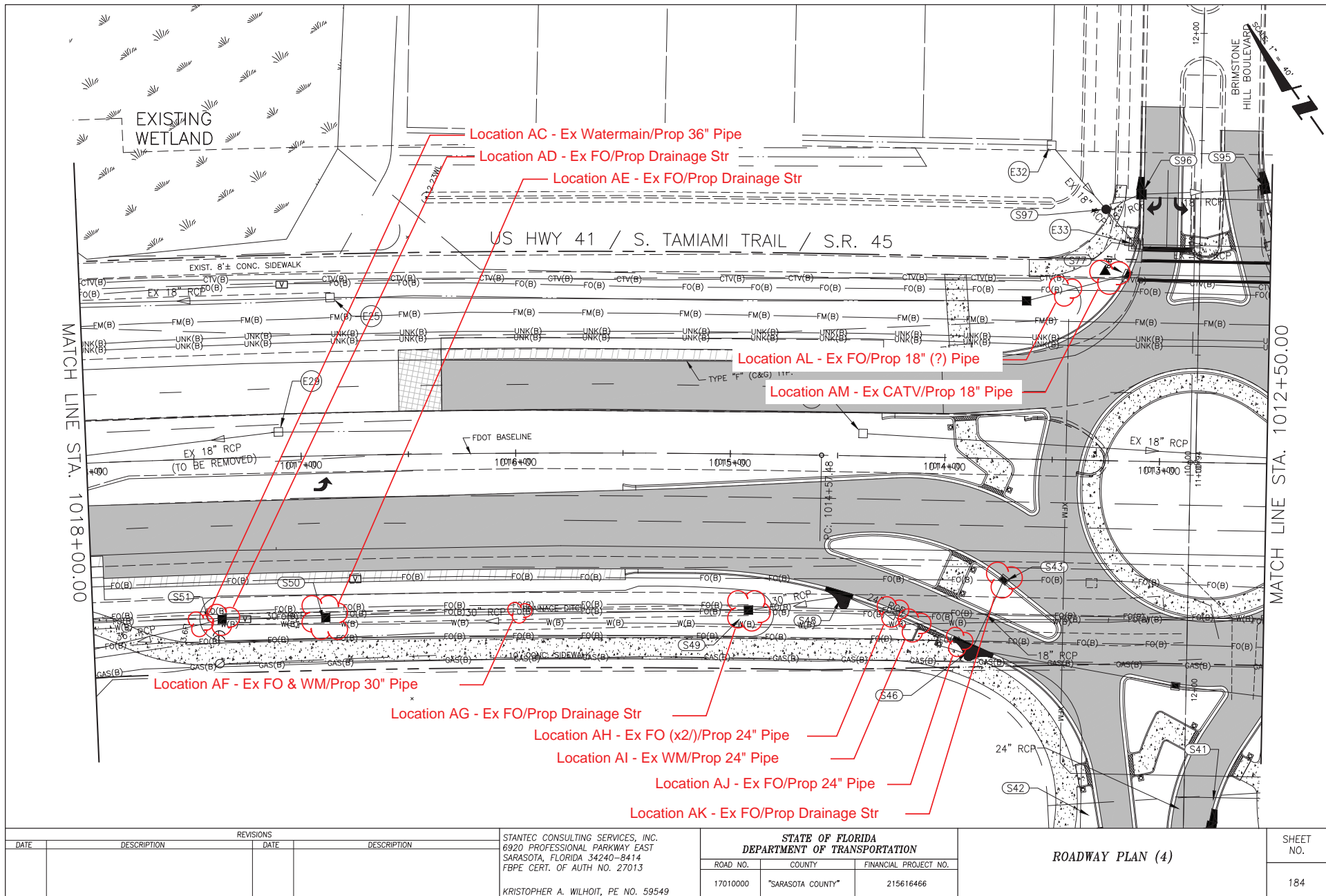
UTILITY ADJUSTMENT PLAN (1)

SHEET NO.
181

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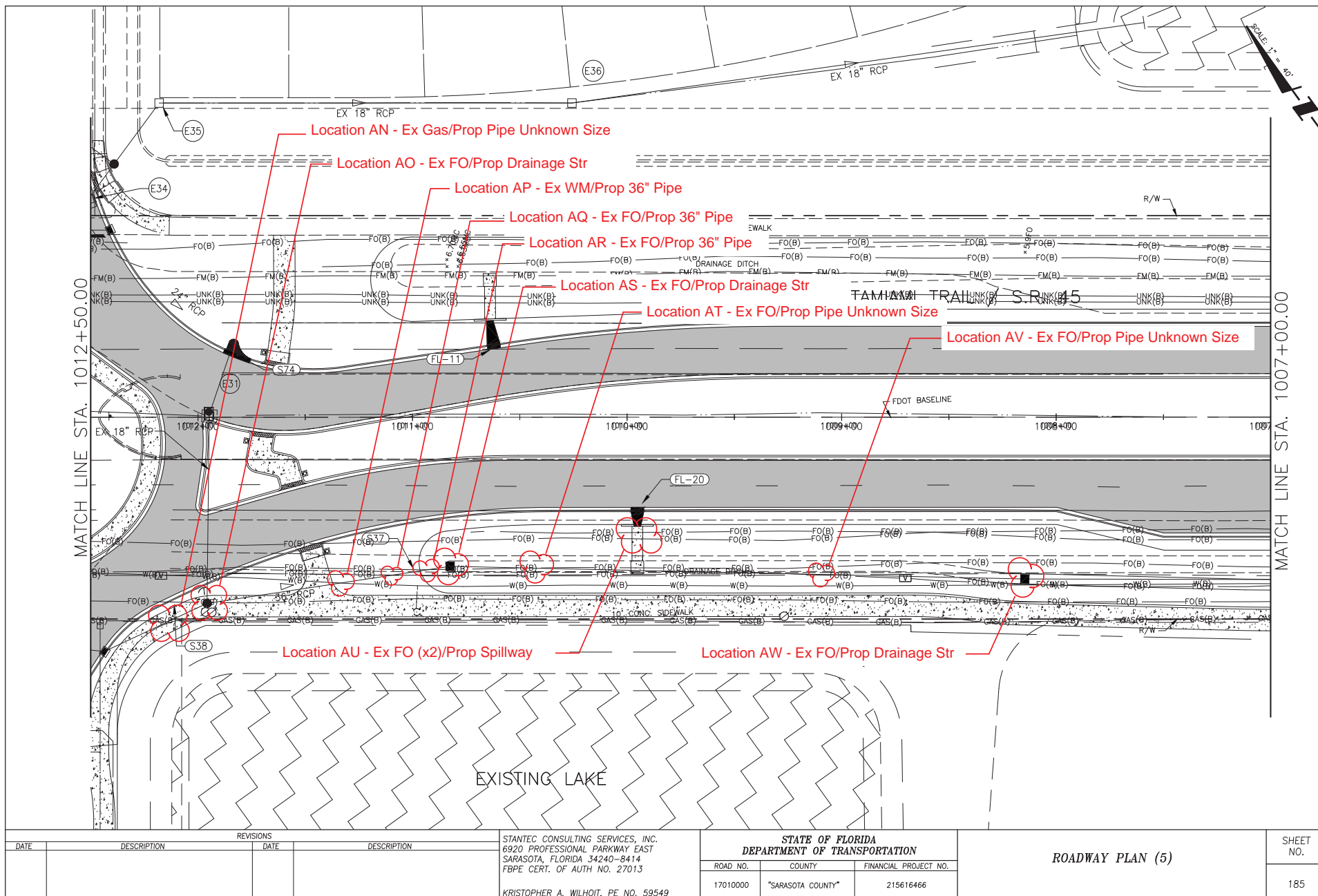


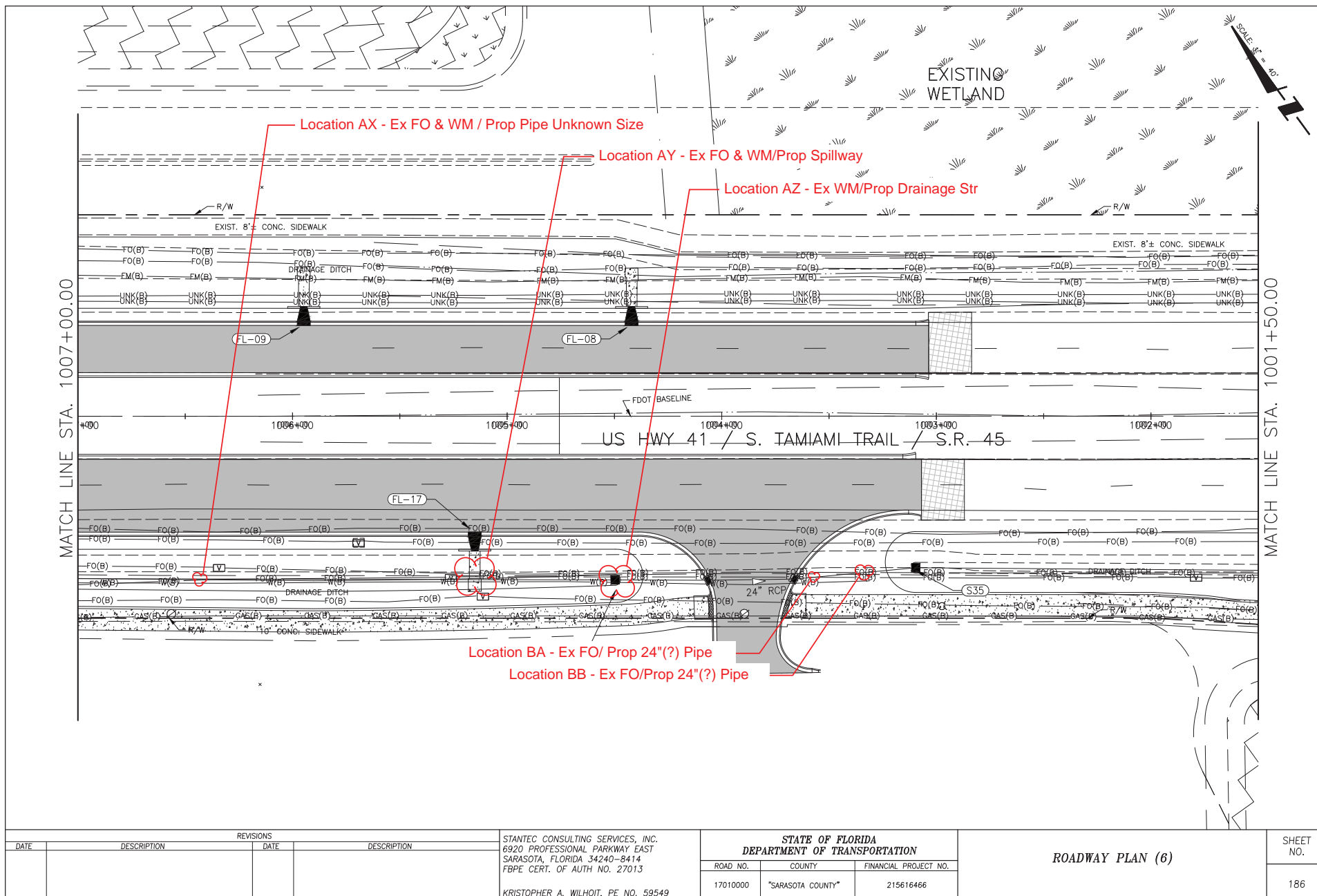


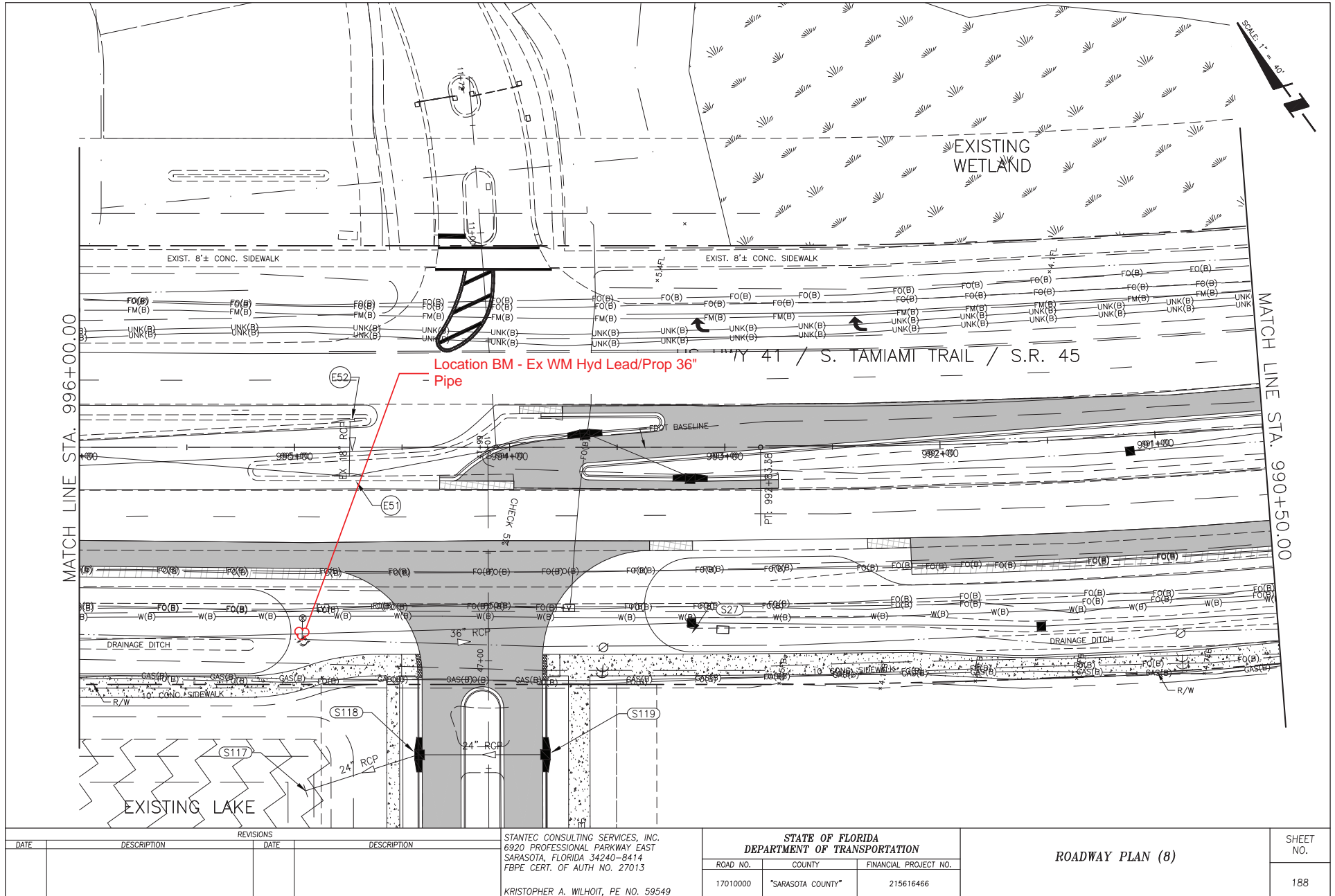
REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ROADWAY PLAN (4)		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
				ROAD NO.	COUNTY	FINANCIAL PROJECT NO.	
				17010000	"SARASOTA COUNTY"	215616466	184

STANTEC CONSULTING SERVICES, INC.
6920 PROFESSIONAL PARKWAY EAST
SARASOTA, FLORIDA 34240-8414
FBPE CERT. OF AUTH NO. 27013
KRISTOPHER A. WILHOIT, PE NO. 59549

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**SECOND AMENDMENT TO AGREEMENT BETWEEN THE WEST VILLAGES
IMPROVEMENT DISTRICT AND BRIGHTVIEW LANDSCAPE SERVICES, INC.
REGARDING THE PROVISION OF LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

This Second Amendment (“Second Amendment”) is made and entered into as of this 27th day of June 2023, by and between:

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

Brightview Landscape Services, Inc., a foreign corporation, whose address is 24151 Ventura Boulevard, Calabasas, California 91302 (hereinafter “Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “Act”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure and providing certain public services; and

WHEREAS, District and Contractor entered into that certain *Agreement Regarding the Provision of Landscape and Irrigation Maintenance Services*, dated September 27, 2021 (“Agreement”) as amended by that *First Amendment to Agreement Regarding the Provision of Landscape and Irrigation Maintenance Services*, dated October 31, 2022; and

WHEREAS, Section 22 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement as set forth in more detail below and in the Contractor’s proposal attached hereto as **Exhibit A**; and

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this Second Amendment.

SECTION 2. AMENDMENT OF AGREEMENT.

A. Exhibit A of the Agreement is hereby amended to provide for the additional services set forth in the attached **Exhibit A** (hereinafter the “Additional Services”).

As compensation for the Additional Services, the District agrees to pay Three Hundred Twenty-Seven Thousand One Hundred Twenty-Four Dollars and No Cents (\$327,124.00) per year to the Contractor in accordance with the terms of the Agreement.

- C. The Agreement is hereby amended to add the landscape maintenance map attached hereto as **Exhibit B**.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this Second Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this Second Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This Second Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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

Attest:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

**VALLEYCREST LANDSCAPE
DEVELOPMENT, INC. D/B/A
BRIGHTVIEW LANDSCAPE SERVICES,
INC.**

By: _____
Its: _____

Exhibit A: Proposal for Additional Services

Exhibit B: Landscape Maintenance Map

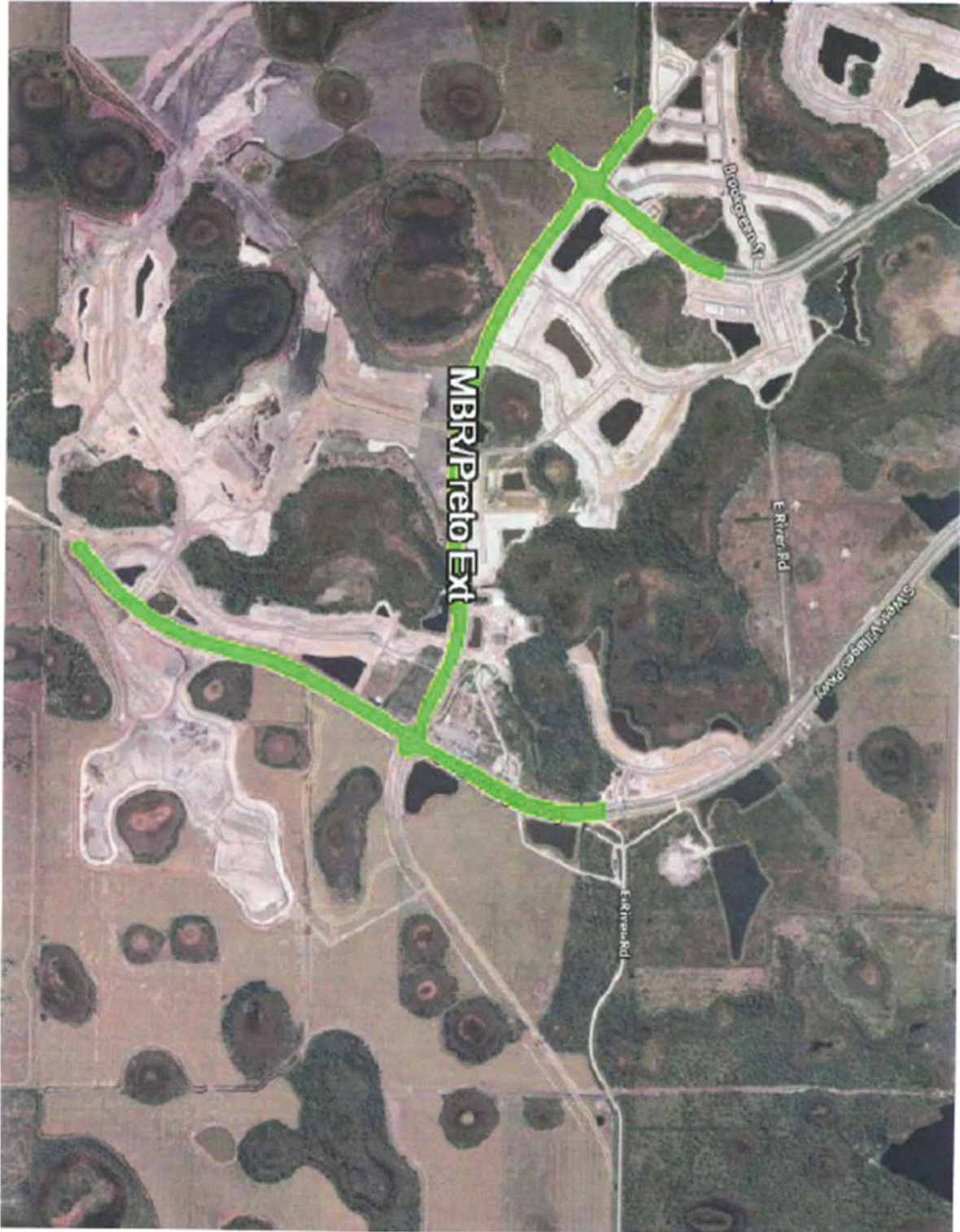
EXHIBIT A
Proposal for Additional Services



Prepared by: Sam Passafiume
Date: 5/25/2023

- 1. The Parties acknowledge that BrightView Landscape Services, Inc. has been awarded the West Villages:**
- Manasota Beach Road and Preto Extension parcels, maintenance will be performed using the scope of services per the current agreement between BrightView Landscape Services, Inc. and the West Villages Improvement District. The annual cost to service \$254,350
 - Manasota Beach Road Roundabouts. The annual cost \$35,320
 - Radiant Way-Sunglow to Preto Blvd. roadways. The annual cost \$37,454
 - Total annual cost: **\$327,124**

EXHIBIT B
Landscape Maintenance Map





**AGREEMENT BY AND BETWEEN THE WEST VILLAGES IMPROVEMENT
DISTRICT AND SHIPPS EXCAVATING, INC. FOR INSTALLATION OF STORM
DRAINAGE IMPROVEMENTS**

THIS AGREEMENT (the "Agreement") is made entered into this _____ day of _____ 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 in the City of North Port, Florida and unincorporated Sarasota County, Florida, with a mailing address of 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (the "District"); and

SHIPPS EXCAVATING, INC., a Florida corporation, with a mailing address of 1073 Alston Lane, Englewood, Florida 34223 ("Contractor" and, together with the District, the "Parties").

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide the materials, labor, items, and tools necessary to install the storm drainage improvements, all as more particularly described and identified in **Exhibit A** (the "Services"), which is incorporated herein by this reference; and

WHEREAS, Contractor represents that it is qualified, willing and able to serve as a storm drainage installation contractor and has agreed to perform the Services for the District;

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

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

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

SECTION 2. SCOPE OF SERVICES; TERM.

A. Contractor agrees to provide all materials, labor, items and tools necessary to perform the Services, as described in **Exhibit A**.

B. Services shall be completed within forty (40) days, unless an extension is granted in writing by the District, in its sole discretion. Time is of the essence with respect to the Services. District may terminate this Agreement or any part thereof if such performance is not in material accordance with the specifications of this Agreement, including the schedule. Contractor shall indemnify the District for all loss and damage of whatever nature caused by such delay or failure, excepting only delays for causes beyond Contractor's reasonable control.

C. Contractor agrees to perform the Services to the satisfaction of the District, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Contractor shall perform the Services in conformity with accepted standards of safety and the District's specifications as may be promulgated by the District from time to time.

D. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

E. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor's activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.

F. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

A. For completion of the Services as identified in **Exhibit A**, the District shall pay Contractor Three Hundred Fifty-Eight Thousand Nine Hundred Sixty-Five Dollars and Forty-Five Cents (**\$358,965.45**). This compensation includes all materials, labor, items and tools as set forth in **Exhibit A**.

B. If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY; DAMAGE TO PROPERTY. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, and any other warranties as set forth in **Exhibit A**, all Services provided by Contractor pursuant to this Agreement shall be warranted for one (1) year from the date of acceptance of the Services by the District or such other term as described in **Exhibit A**, whichever is greater. Contractor shall remedy defective Services to the District's satisfaction and at the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient Services. If any of the Services are found to be defective, deficient, or not in accordance with the Agreement, Contractor shall correct it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 5. INSURANCE.

A. Contractor, and any of its subcontractors, shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District, its agents, staff, consultants and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance

evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor, or its subcontractors, as applicable, 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 Contractor 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 6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, all as actually incurred.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor 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 or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, 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 9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. The District agrees that Contractor may terminate this Agreement with cause by providing ten (10) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. The District shall provide ten (10) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this

Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 19. 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 Parties.

SECTION 20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 21. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: West Villages Improvement District
2501 Burns Road, Suite A
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

B. If to Contractor: Shipps Excavating, Inc.
1073 Alston Lane

Englewood, Florida 34223

Attn: _____

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 Contractor may deliver Notices on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 23. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Sarasota County, Florida.

SECTION 24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor 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, Contractor 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 Contractor 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 Contractor’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 Contractor, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, WCROSLEY@SDSINC.ORG, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

SECTION 25. 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 26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 27. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 28. E-VERIFY REQUIREMENTS. The Contractor 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, Contractor 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 Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor 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. Contractor 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 Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor 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 Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes* .

SECTION 30. SCRUTINIZED COMPANIES STATEMENT. Contractor 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 Contractor 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.

[Remainder of page intentionally left blank]

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

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

SHIPPS EXCAVATING, INC., a Florida
corporation

Print Name: _____

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A

Scope of Services



Shipps Excavating, Inc
Licensed, Bonded and Insured

CUC1225528

#AAA-18-00056

P: 941-416-6184

To:	West Villages Improvement District	Contact:	Mike Smith
Address:	19503 S West Villages Parkway, #A3 Venice, FL 34293	Phone:	
		Fax:	
Project Name:	Island Walk Storm Drainage	Bid Number:	
Project Location:		Bid Date:	4/11/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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General Conditions

Mobilization	1.00	LS	\$12,874.32	\$12,874.32
Silt Fence	600.00	LF	\$2.98	\$1,788.00
Tree Barricade	160.00	LF	\$24.36	\$3,897.60
Turbidity Barrier	180.00	LF	\$22.58	\$4,064.40
Inlet Protection	6.00	EACH	\$175.00	\$1,050.00
Restoration	1.00	LS	\$18,710.62	\$18,710.62
Remove/Replace Existing Sidewalk	1.00	LS	\$8,251.19	\$8,251.19

Total Price for above General Conditions Items: \$50,636.13

Storm Drainage

24" Directional Bore	242.00	LF	\$607.92	\$147,116.64
24" HDPE Storm Pipe	175.00	LF	\$116.23	\$20,340.25
24" MES	1.00	EACH	\$5,098.04	\$5,098.04
Storm Manhole	1.00	EACH	\$8,915.89	\$8,915.89
Type E Control Structure	1.00	EACH	\$10,167.37	\$10,167.37
Dewatering	1.00	LS	\$116,691.13	\$116,691.13

Total Price for above Storm Drainage Items: \$308,329.32

Total Bid Price: \$358,965.45

Notes:

- This proposal is good for 30 days.
- Survey, layout, as-builts, permits, fee's, landscaping, irrigation are items that are specifically not included in this proposal.



Dewberry Engineers Inc.
5001 CANTU COURT
SUITE 100
SARASOTA, FLORIDA 34235
PHONE: 941.702.9872

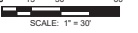
WEST VILLAGES
ISLAND WALK
OUTFALL STRUCTURE
EXHIBIT
SARASOTA COUNTY, FLORIDA

SEAL

Garrett S. Lusk
Professional Engineer
No. 12476
Exp. 06/30/2023

KEY PLAN

SCALE NORTH



NO.	DATE	BY	DESCRIPTION

REVISIONS

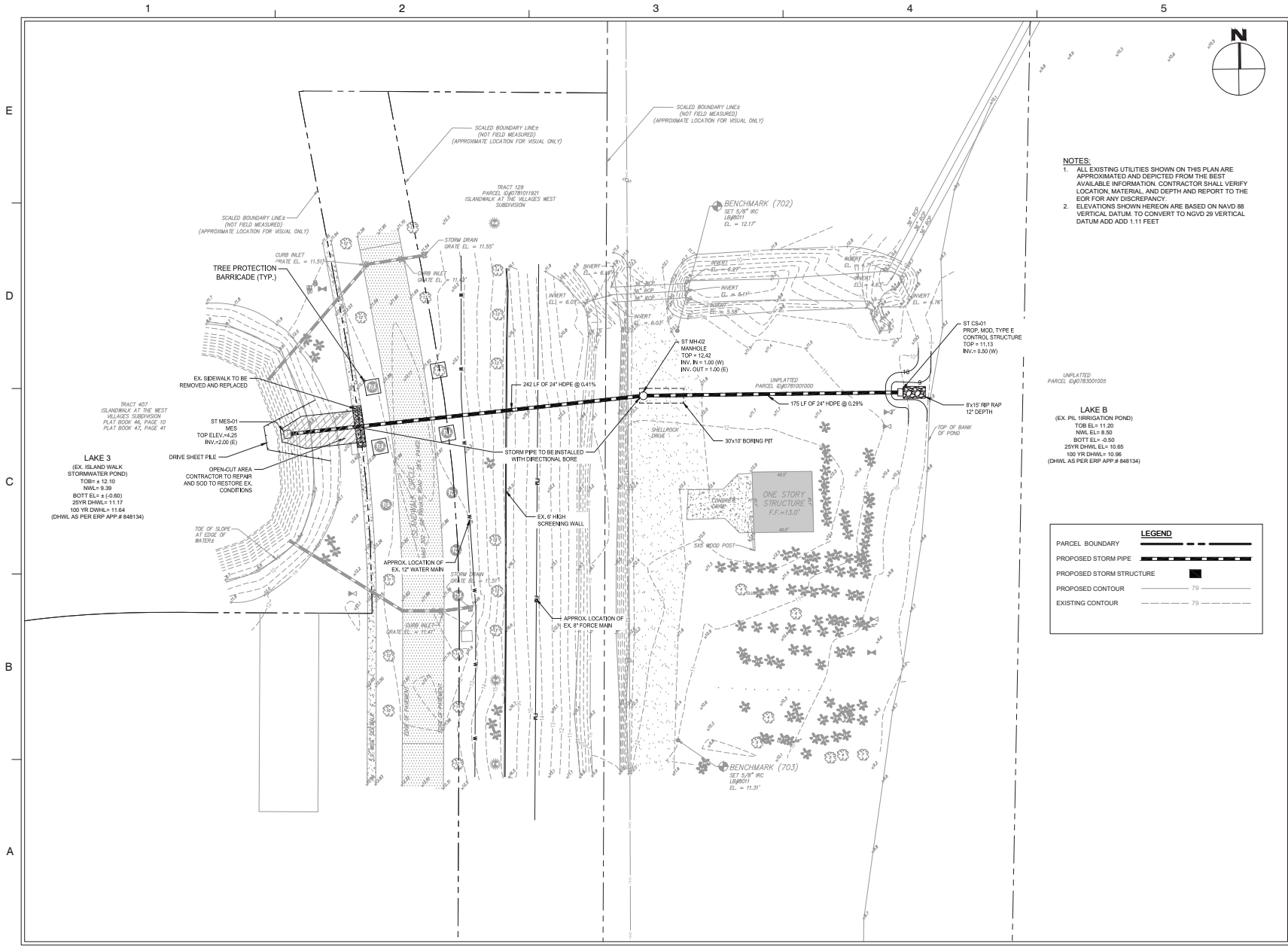
DRAWN BY	EB
APPROVED BY	CL
CHECKED BY	CL
DATE	6/3/22

TITLE
STORMWATER &
DRAINAGE PLAN

PROJECT NO. 50129048

3

SHEET NO.



- NOTES:
1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATED AND DEPICTED FROM THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY LOCATION, MATERIAL AND DEPTH AND REPORT TO THE EOR FOR ANY DISCREPANCY.
 2. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 VERTICAL DATUM. TO CONVERT TO NGVD 29 VERTICAL DATUM ADD 1.11 FEET

LAKE B
(EX. P.L. IRRIGATION POND)
TOB EL = 11.20
NWL EL = 8.50
BOTT EL = -0.50
25YR DWHL EL = 10.85
100 YR DWHL = 10.86
(DWHL AS PER ERP APP # 848134)

LEGEND

PARCEL BOUNDARY

PROPOSED STORM PIPE

PROPOSED STORM STRUCTURE

PROPOSED CONTOUR

EXISTING CONTOUR





**CERTIFIED MAIL - RETURN RECEIPT REQUEST
SENT VIA EMAIL TO lindsay.whelan@kutakrock.com**

January 10, 2023

KutakRock
Attention: Lindsay Whelan
107 West College Avenue
Tallahassee, FL 32301

Re: Claim No.: 1298-GL-19-0300003-001
Insured: West Villages Improvement District
Claimant: Gran Paradiso Property Owners Association, Inc.
Loss Date: October 1 2018
Carrier: Florida Insurance Alliance
Notation: **RESERVATION OF RIGHTS**

Dear Ms. Whelan:

Corvel Corporation is the Third-Party Claims Administrator for Florida Insurance Alliance (FIA) which issued Public Entity General Liability Coverage Form to West Villages Improvement District (WVID) from October 1, 2022 to October 1, 2023.

We received a copy of the Verified Complaint for Injunctive Relief, for Rescission/Nullification of Contracts Executed in Violation of FLA. STAT.S. 720.309, and Damages e-Filed on November 19, 2022 entitled, *Gran Paradiso Property Owners Association, Inc v. West Villages Improvement District, and Lennar Homes, LLC* in the County Court in and for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

Plaintiff, Gran Paradiso Property Owners Association, Inc filed a complaint for Emergency Motion for Injunctive Relief. There is a dispute between Plaintiff and Defendants related to water rates and appropriateness of the charges assessed against the Plaintiff. WVID supplies to Gran Paradiso and others with irrigation water consisting of treated wastewater (reclaimed water) supplemented by storm water, surface water, and ground water for purposes of irrigation of the properties. WVID entered into irrigation quality water use agreement on or about 2/10/2009 (2009 Irrigation Agreement) which established a price of at the time of \$0.37/ per thousand gallons of reclaimed water. Since then, the agreement was amended in 2019 and with a rate increase backdating to 2018. Essentially, Plaintiff is disputing the rate increase and legitimacy of

the process and the related contracts and agreements among the parties. Plaintiff is making the following allegations:

- Count I – Injunctive Relief
- Count II – Declaratory Judgment – Rescission/Nullification of Contracts Executed in Violation of FLA. STAT.S. 720.309
- Count III – Breach of Fiduciary Duty

Based upon the information contained within the complaint, FIA will provide a defense for the injunctive and declaratory judgment allegations with a full Reservation of Rights under Section II - Supplementary Payments for non-monetary claims with a limit of \$100,000 for the defense costs of counsel we retain for the suit.

The coverage forms available under the Florida Insurance Alliance Common Agreement No. 100122506 issued to West Villages Improvement District does not provide coverage on the counts listed in the complaint.

It is the intent of this letter to preserve all rights of both WVID and FIA and to provide for an investigation and defense of this claim without in any way affecting, impairing or adding to the liability of WVID under the terms of the insuring agreement, statutes or common laws. No act of Corvel Corporation acting on behalf of FIA shall be construed as an admission of liability or coverage. This means that even though we may take action to investigate, defend, negotiate or settle this claim, none of our actions shall be construed as an admission or serve as a waiver or forfeiture of any of the terms, conditions, exceptions or endorsements that may apply to the subject policy. We do hereby reserve all rights on behalf of FIA, because of certain coverage exceptions that may apply. Further explanation will be provided below.

Please refer to the Public Entity Public Officials' Liability & Employment Practices Liability Coverage Part, Policy No. 100122506 FIA 400 (07 20) with Florida Insurance Alliance, effective 10/01/2022 to 10/01/2023 and limits \$1,000,000 per claim, \$2,000,000 aggregate limit with no deductible.

Plaintiff is alleging rights to injunction as defendant is engaged in disruption of necessary services in contravention of the governing documents as well as derogation of rights of the plaintiff.

- Count I – Injunctive Relief
- Count II – Declaratory Judgment – Rescission/Nullification of Contracts Executed in Violation of FLA. STAT.S. 720.309
- Count III – Breach of Fiduciary Duty

As you know, we assigned the following defense counsel whose costs will be covered by the policy for up to \$100,000:

Donovan Roper
Roper & Roper, P.A.
116 N. Park Avenue
Apopka, FL 32703
407-884-9944
donroper@roperandroper.com

We call your attention to the following terms, conditions, exclusions, endorsements and definitions found in the Public Entity Public Officials' Liability & Employment Practices Liability Coverage Part, Policy No. 100121203:

**PUBLIC ENTITY
PUBLIC OFFICIALS' LIABILITY & EMPLOYMENT PRACTICES LIABILITY
COVERAGE FORM
(Claims Made and Reported) FIA 400 (07 20)**

In consideration of the payment of the premium, in reliance upon the Application, and subject to the **Declarations** and the terms and conditions of this Coverage Form, we and you agree as follows:

SECTION I - COVERAGE AGREEMENTS

A. Public Officials' Legal Liability

WE will pay on behalf of the **Insured** all sums in excess of the Deductible that the **Insured** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Insured** and reported to us during the **Policy Period** or, if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act** in the performance of or failure to perform duties for the you. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the **Declarations** and before the end of the **Policy Period**.

B. Employment Practices Liability and Third-Party Liability

If coverage is granted pursuant to the Declarations, we will pay on behalf of the **Insured** all sums in excess of the Deductible that the **Insured** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Insured** and reported to us during the **Policy Period**, or if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act**, if such **Claim** is brought and maintained by or on behalf of any past, present or prospective full-time, part-time, temporary or leased **employee(s)**. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the **Declarations** and before the end of the **Policy Period**.

SECTION II - SUPPLEMENTARY PAYMENTS

B. Non-Monetary Claims

We shall defend a **Claim** seeking relief or redress in any form other than monetary damages, provided said **Claim** is not otherwise excluded, or **Claim Expenses** for a **Claim** seeking such non-monetary relief, subject to the following conditions:

1. **Claim Expenses** shall have an aggregate limit of liability of \$100,000, beyond the deductible. This limit shall be part of the Limit of Liability stated in the Declarations, and again is subject to the per **Claim** Deductible;
2. We will defend the **Claim** from the time notice is first given to us by you.

SECTION III – DEFINITIONS

When used in this Coverage Form:

F. Claim Expenses means:

1. Reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by us, or by an **Insured** with our prior written consent, in the investigation and defense of covered **Claims**;
2. Reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided we shall have no obligation to apply for or furnish such bond; and
3. Prejudgment and post judgment interest awarded in any **Claim**.

Claim Expenses shall not include wages, salaries, fees or costs of directors, officers or employees of ours or yours.

G. Claim means:

1. A civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; and
2. An administrative proceeding including but not limited to EEOC or other regulatory proceeding against any **Insured**, commenced by the filing of a notice of charges, investigative order or similar document.

K. Damages means compensatory damages which the Insured becomes legally obligated to pay on account of a covered Wrongful Act, by way of judgment, award or, with our the prior written consent, settlement.

Damages shall not include:

1. Taxes, fines, penalties, or sanctions;
2. Punitive or exemplary damages or the multiple portion of any multiplied damages award;
3. Matters uninsurable under the laws pursuant to which this Coverage Form is construed; or
4. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

Z. Public Entity means the municipality, governmental body, department or unit which is shown in the Declarations as the Named Insured.

BB. Related Claims means all **Claims** arising out of a single Wrongful Act or a series of **Related Wrongful Acts**. All **Related Claims** that are made and reported before the end of the **Agreement Period** or any **Extended Reporting Period** provided shall be deemed to have been first made on the earliest date any Related **Claim** is first made against the **Covered Party**, regardless of whether that earliest date is before the **Agreement Period**, during the **Agreement Period**, or during the **Extended Reporting Period**, and regardless of the number of Related **Claims**, **Claimants**, defendants or causes of action.

CC. Related Wrongful Acts means all **Wrongful Acts** that have as a common nexus any act, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

JJ. Wrongful Act means:

1. With respect to Public Officials' Liability, any actual or alleged act, error or omission, neglect or breach of duty committed by you, or by any other **Insured** solely in the performance of duties for you.
2. With respect to Employment Practices Liability, a **Wrongful Employment Practice** or **Wrongful Third Party** committed by you, or by any other Insured solely in the performance of duties for you.

SECTION IV – EXCLUSIONS

We shall not be liable for **Damages** or **Claim Expenses** on account of any **Claim**:

B. Seeking relief or redress in any form other than monetary damages or **Claims Expenses** for a **Claim** seeking such non-monetary relief, except as provided in the **Section II - Supplementary Payments**.

C. Alleging, based upon, arising out or attributable to any:

1. **Bodily Injury;**
2. **Property Damage;**
3. **Personal Injury;**
4. **Advertising Injury;**
5. Any allegation that an **Insured** negligently employed, investigated, supervised or retained any person who is liable or responsible for such injury or damage, as it relates to items **C 1, 2, 3** and **4** above; or
6. Any willful violation of any statute, ordinance or regulation committed by you or with your knowledge or consent as it relates to items **C 1, 2, 3,** and **4** above.

F. Alleging, based upon, arising out or attributable to the gaining in fact of any profit or financial advantage to which the **Insured** was not legally entitled..

- G. Alleging, based upon, arising out or attributable to the return or improper assessment of taxes, assessments, penalties, fines, fees.
- M. Alleging, based upon, arising out or attributable to breach of contract, warranty, guarantee or promise unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practices**.
- N. Alleging, based upon, arising out or attributable to any actual or alleged liability assumed by the **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract.
- S. Alleging, based upon, arising out or attributable to:
1. Any prior or pending litigation filed on or before the effective date of the first agreement issued and continuously renewed by us, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein, or
 2. Any other **Wrongful Act** which, together with a **Wrongful Act** in any prior or pending litigation, would constitute **Related Wrongful Acts**.
- Z. Based upon or arising out of:
- a. Any activity for which an **Insured** is acting in a fiduciary capacity; or
 - b. Any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt; or
 - c. The formulation of tax rates, the collection of taxes, or the formulation of tax refunds.
- JJ. Arising out of any **Claim** for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising therefrom.

The Public Officials Liability coverage form excludes coverage for any deliberate misconduct, malicious act, and any willful violation by any Insured of any law, statute, rule or regulation. Nor is there coverage for claims seeking relief or redress in any form other than monetary.

The allegations contained within the Complaint do not meet the definitions, conditions and provisions required for coverage under Claims Made Public Entity Public Officials Liability & Employment Practices Liability Coverage Form and therefore no coverage applies for indemnification under this policy. As noted above, we have accepted this claim under a strict reservation of rights and handling the defense of this claim under Section II - Supplementary Payments for non-monetary claims with a limit of \$100,000.00 for defense costs incurred by Don Roper of Roper & Roper, PA. Once the \$100,000.00 limit is eroded we will at that time close our file and you will be required to take over the cost of defense.

This letter is based on the information, facts and circumstances known to us at this time. Please

note that nothing set forth in this letter should be deemed to amount to a waiver on the part of Florida Insurance Alliance to assert the applicability of any other policy provisions, terms, definitions or exclusions. FIA expressly reserves its right to raise any defenses to coverage, including the right to disclaim coverage on any basis that may become apparent as this matter progresses and we receive further information. By stating the foregoing, FIA does not intend to waive and shall not be estopped from asserting any coverage defenses that may apply.

FIA reserves the right to commence and pursue a declaratory relief action to obtain a judicial determination of whether the policy affords coverage for any of the claims set forth in this action, as well as whether FIA is required to defend the action. FIA also reserves the right to seek reimbursement of defense fees and costs expended in defending claims that are not covered or are not potentially covered under the policy.

If you believe FIA's position is incorrect or that FIA does not have complete information, please advise Corvel Corporation immediately so that we may review and evaluate any additional information, facts or contentions that you feel would lead to coverage under your policy with FIA.

Sincerely,

Jeff Champagne

Jeff Champagne
Sr. Claims Specialist
Corvel Corporation
PO Box 4400, Lisle, IL 60532
Direct: 630-874-7557
Fax: 800-319-8458
Email: jeff_champagne@corvel.com

Cc: Andy Jimenez
Richard Wardrip
Donovan Roper

The state of Florida by statute 817.234 requires that we tell you: "Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information, is guilty of a felony in the third degree."

RESOLUTION 2023-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT PROVIDING FOR THE DEFENSE AND INDEMNIFICATION OF A BOARD MEMBER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors (the “Board”) of the District has previously adopted Resolution 2016-08 (the “Resolution”) providing for the defense and indemnification of Board members pursuant to the terms thereof; and

WHEREAS, Supervisor John Luczynski (the “Supervisor”) has received notice on May 31, 2023 of an administrative proceeding initiated against him on or about May 20, 2023 that was filed with an agency of the State of Florida (the “Proceeding”); and

WHEREAS, the complaint relative to the Proceeding (the “Complaint”) relates to the Supervisors’ adoption of District resolution(s) and other matters ancillary thereto which are within the scope of the Supervisor’s office; and

WHEREAS, in compliance with the Resolution, within fourteen (14) calendar days after actual receipt of notice of the Proceeding, the Supervisor has provided the District with a copy of the Complaint and a written request for defense and indemnification by the District; and

WHEREAS, the Supervisor has denied the allegations and conclusions in the Complaint.

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

SECTION 1. Pursuant to the Resolution and in reliance of the recitals above, the Board hereby determines that the District shall provide defense and indemnification to the Supervisor in relation to the Proceeding, subject to the terms and conditions of the Resolution.

SECTION 2. The District shall retain the services of Andrew Salzman and the firm of Unice Salzman Jensen, P.A. as legal counsel for the Supervisor, subject to approval of the terms and conditions of a Fee Agreement as negotiated and finalized by District Counsel. Following approval by District Counsel, the Chairman of the Board is authorized to execute the Fee Agreement. If an agreement cannot be reached, District Counsel shall negotiate and finalize a Fee Agreement with an alternative legal counsel with significant experience in the subject matter at issue. The Chairman of the Board is authorized to execute the Fee Agreement with the alternative

legal counsel. The provision of legal counsel by the District to the Supervisor shall be subject to the terms and conditions of the Resolution.

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

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

PASSED AND ADOPTED this 27th day of June, 2023.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

RESOLUTION 2023-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT PROVIDING FOR THE DEFENSE AND INDEMNIFICATION OF A BOARD MEMBER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors (the “Board”) of the District has previously adopted Resolution 2016-08 (the “Resolution”) providing for the defense and indemnification of Board members pursuant to the terms thereof; and

WHEREAS, Supervisor Steve Lewis (the “Supervisor”) has received notice on May 31, 2023 of an administrative proceeding initiated against him on or about May 20, 2023 that was filed with an agency of the State of Florida (the “Proceeding”); and

WHEREAS, the complaint relative to the Proceeding (the “Complaint”) relates to the Supervisors’ adoption of District resolution(s) and other matters ancillary thereto which are within the scope of the Supervisor’s office; and

WHEREAS, in compliance with the Resolution, within fourteen (14) calendar days after actual receipt of notice of the Proceeding, the Supervisor has provided the District with a copy of the Complaint and a written request for defense and indemnification by the District; and

WHEREAS, the Supervisor has denied the allegations and conclusions in the Complaint.

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

SECTION 1. Pursuant to the Resolution and in reliance of the recitals above, the Board hereby determines that the District shall provide defense and indemnification to the Supervisor in relation to the Proceeding, subject to the terms and conditions of the Resolution.

SECTION 2. The District shall retain the services of Andrew Salzman and the firm of Unice Salzman Jensen, P.A. as legal counsel for the Supervisor, subject to approval of the terms and conditions of a Fee Agreement as negotiated and finalized by District Counsel. Following approval by District Counsel, the Chairman of the Board is authorized to execute the Fee Agreement. If an agreement cannot be reached, District Counsel shall negotiate and finalize a Fee Agreement with an alternative legal counsel with significant experience in the subject matter at issue. The Chairman of the Board is authorized to execute the Fee Agreement with the alternative

legal counsel. The provision of legal counsel by the District to the Supervisor shall be subject to the terms and conditions of the Resolution.

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

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

PASSED AND ADOPTED this 27th day of June, 2023.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

RESOLUTION 2023-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT PROVIDING FOR THE DEFENSE AND INDEMNIFICATION OF A BOARD MEMBER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors (the “Board”) of the District has previously adopted Resolution 2016-08 (the “Resolution”) providing for the defense and indemnification of Board members pursuant to the terms thereof; and

WHEREAS, Supervisor Thomas Buckley (the “Supervisor”) has received notice on May 31, 2023 of an administrative proceeding initiated against him on or about May 20, 2023 that was filed with an agency of the State of Florida (the “Proceeding”); and

WHEREAS, the complaint relative to the Proceeding (the “Complaint”) relates to the Supervisors’ adoption of District resolution(s) and other matters ancillary thereto which are within the scope of the Supervisor’s office; and

WHEREAS, in compliance with the Resolution, within fourteen (14) calendar days after actual receipt of notice of the Proceeding, the Supervisor has provided the District with a copy of the Complaint and a written request for defense and indemnification by the District; and

WHEREAS, the Supervisor has denied the allegations and conclusions in the Complaint.

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

SECTION 1. Pursuant to the Resolution and in reliance of the recitals above, the Board hereby determines that the District shall provide defense and indemnification to the Supervisor in relation to the Proceeding, subject to the terms and conditions of the Resolution.

SECTION 2. The District shall retain the services of Andrew Salzman and the firm of Unice Salzman Jensen, P.A. as legal counsel for the Supervisor, subject to approval of the terms and conditions of a Fee Agreement as negotiated and finalized by District Counsel. Following approval by District Counsel, the Chairman of the Board is authorized to execute the Fee Agreement. If an agreement cannot be reached, District Counsel shall negotiate and finalize a Fee Agreement with an alternative legal counsel with significant experience in the subject matter at issue. The Chairman of the Board is authorized to execute the Fee Agreement with the alternative

legal counsel. The provision of legal counsel by the District to the Supervisor shall be subject to the terms and conditions of the Resolution.

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

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

PASSED AND ADOPTED this 27th day of June, 2023.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

RESOLUTION 2023-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT PROVIDING FOR THE DEFENSE AND INDEMNIFICATION OF A BOARD MEMBER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors (the “Board”) of the District has previously adopted Resolution 2016-08 (the “Resolution”) providing for the defense and indemnification of Board members pursuant to the terms thereof; and

WHEREAS, Supervisor Christine Masney (the “Supervisor”) has received notice on May 31, 2023 of an administrative proceeding initiated against her on or about May 20, 2023 that was filed with an agency of the State of Florida (the “Proceeding”); and

WHEREAS, the complaint relative to the Proceeding (the “Complaint”) relates to the Supervisors’ adoption of District resolution(s) and other matters ancillary thereto which are within the scope of the Supervisor’s office; and

WHEREAS, in compliance with the Resolution, within fourteen (14) calendar days after actual receipt of notice of the Proceeding, the Supervisor has provided the District with a copy of the Complaint and a written request for defense and indemnification by the District; and

WHEREAS, the Supervisor has denied the allegations and conclusions in the Complaint.

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

SECTION 1. Pursuant to the Resolution and in reliance of the recitals above, the Board hereby determines that the District shall provide defense and indemnification to the Supervisor in relation to the Proceeding, subject to the terms and conditions of the Resolution.

SECTION 2. The District shall retain the services of Andrew Salzman and the firm of Unice Salzman Jensen, P.A. as legal counsel for the Supervisor, subject to approval of the terms and conditions of a Fee Agreement as negotiated and finalized by District Counsel. Following approval by District Counsel, the Chairman of the Board is authorized to execute the Fee Agreement. If an agreement cannot be reached, District Counsel shall negotiate and finalize a Fee Agreement with an alternative legal counsel with significant experience in the subject matter at issue. The Chairman of the Board is authorized to execute the Fee Agreement with the alternative

legal counsel. The provision of legal counsel by the District to the Supervisor shall be subject to the terms and conditions of the Resolution.

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

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

PASSED AND ADOPTED this 27th day of June, 2023.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**AGREEMENT BY AND BETWEEN THE WEST VILLAGES IMPROVEMENT
DISTRICT AND SHIPPS EXCAVATING, INC. FOR INSTALLATION OF
IRRIGATION IMPROVEMENTS**

THIS AGREEMENT (the “Agreement”) is made entered into this 23rd 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 in the City of North Port, Florida and unincorporated Sarasota County, Florida, with a mailing address of 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (the “District”); and

SHIPPS EXCAVATING, INC., a Florida corporation, with a mailing address of 1073 Alston Lane, Englewood, Florida 34223 (“Contractor” and, together with the District, the “Parties”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide the materials, labor, items, and tools necessary to install the irrigation improvements, all as more particularly described and identified in **Exhibit A** (the “Services”), which is incorporated herein by this reference; and

WHEREAS, Contractor represents that it is qualified, willing and able to serve as an irrigation installation contractor and has agreed to perform the Services for the District;

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

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

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

SECTION 2. SCOPE OF SERVICES; TERM.

A. Contractor agrees to provide all materials, labor, items and tools necessary to perform the Services, as described in **Exhibit A**.

B. Services shall be completed within one hundred twenty (120) days, unless an extension is granted in writing by the District, in its sole discretion. Time is of the essence with respect to the Services. District may terminate this Agreement or any part thereof if such performance is not in material accordance with the specifications of this Agreement, including the schedule. Contractor shall indemnify the District for all loss and damage of whatever nature caused by such delay or failure, excepting only delays for causes beyond Contractor's reasonable control.

C. Contractor agrees to perform the Services to the satisfaction of the District, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Contractor shall perform the Services in conformity with accepted standards of safety and the District's specifications as may be promulgated by the District from time to time.

D. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

E. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor's activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.

F. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

A. For completion of the Services as identified in **Exhibit A**, the District shall pay Contractor Seventy-Five Thousand Forty-Five Dollars and Twenty-Five Cents (**\$75,045.25**). This compensation includes all materials, labor, items and tools as set forth in **Exhibit A**.

B. If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY; DAMAGE TO PROPERTY. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, and any other warranties as set forth in **Exhibit A**, all Services provided by Contractor pursuant to this Agreement shall be warranted for one (1) year from the date of acceptance of the Services by the District or such other term as described in **Exhibit A**, whichever is greater. Contractor shall remedy defective Services to the District's satisfaction and at the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient Services. If any of the Services are found to be defective, deficient, or not in accordance with the Agreement, Contractor shall correct it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 5. INSURANCE.

A. Contractor, and any of its subcontractors, shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District, its agents, staff, consultants and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance

evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor, or its subcontractors, as applicable, 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 Contractor 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 6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, all as actually incurred.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor 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 or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, 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 9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. The District agrees that Contractor may terminate this Agreement with cause by providing ten (10) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. The District shall provide ten (10) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this

Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 19. 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 Parties.

SECTION 20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 21. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: West Villages Improvement District
2501 Burns Road, Suite A
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

B. If to Contractor: Shipps Excavating, Inc.
1073 Alston Lane

Englewood, Florida 34223

Attn: _____

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 Contractor may deliver Notices on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 23. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Sarasota County, Florida.

SECTION 24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor 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, Contractor 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 Contractor 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 Contractor’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 Contractor, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, WCROSLEY@SDSINC.ORG, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

SECTION 25. 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 26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 27. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 28. E-VERIFY REQUIREMENTS. The Contractor 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, Contractor 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 Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor 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. Contractor 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 Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor 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 Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes* .

SECTION 30. SCRUTINIZED COMPANIES STATEMENT. Contractor 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 Contractor 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.

[Remainder of page intentionally left blank]

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

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

SHIPPS EXCAVATING, INC., a Florida
corporation

Print Name: _____

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A

Scope of Services



Shipps Excavating, Inc
Licensed, Bonded and Insured

CUC1225528

#AAA-18-00056

P: 941-416-6184

To:	West Villages Improvement District	Contact:	Mike Smith	
Address:	19503 S West Villages Parkway, #A3 Venice, FL 34293	Phone:		
		Fax:		
Project Name:	WVID Pond Irrigation	Bid Number:		
Project Location:		Bid Date:	5/5/2023	
Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mobilization	1.00	LS	\$2,969.30	\$2,969.30
Maintenance Of Traffic	1.00	LS	\$4,827.62	\$4,827.62
Connect to Existing 12" Irrigation	1.00	EACH	\$13,894.66	\$13,894.66
10" HDPE Directional Bore	109.00	LF	\$162.88	\$17,753.92
10" X 8" Reducer	1.00	EACH	\$513.38	\$513.38
8" PVC Irrigation DR18	50.00	LF	\$55.41	\$2,770.50
8" Bend	1.00	EACH	\$491.87	\$491.87
Remove & Replace Sidewalk	1.00	LS	\$3,159.00	\$3,159.00
Concrete Spillway	1.00	EACH	\$15,840.00	\$15,840.00
Dewatering	1.00	LS	\$12,825.00	\$12,825.00
Total Bid Price:				\$75,045.25

Notes:

- Sod/landscape restoration by others.
- Survey, layout, as-builts, geotech to be provided by others.

