



WEST VILLAGES IMPROVEMENT DISTRICT

CITY OF NORTH PORT SARASOTA COUNTY REGULAR BOARD MEETING & ATTORNEY-CLIENT SESSION AUGUST 17, 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
REGULAR BOARD MEETING & ATTORNEY-CLIENT SESSION
August 17, 2023
11:00 a.m.

- A.** Call to Order
- B.** Proof of Publication.....Page 1
- C.** Establish Quorum
- D.** Discussion Regarding Public Decorum at Board Meetings
- E.** Comments from the Public on All Agenda Items
- F.** Approval of Minutes
1. June 27, 2023 Special Board Meeting & Attorney-Client Session Minutes.....Page 2
- G.** Attorney-Client Session Relative to Gran Paradiso HOA Irrigation Litigation.....Page 12
- H. General District Matters**
1. Accept Notice of Contest of 2023 Urban Maps.....Page 13
- I. Unit of Development 1**
1. Consider Approval of Proposal for Playmore Roadway Resurfacing.....Page 15
2. Consider Approval of Cost-Share Agreement with Taylor Morrison on Roadway Expenses.....Page 16
3. Discussion Regarding Matters Related to GP Litigation
- J. Unit of Development 3**
1. Consider Approval of Matters Related to GP Litigation
- K. Unit of Development 7**
1. Consider Approval of Matters Relating to 2023 Bonds
- Consider Approval of Bond Financing Team Funding Agreement.....Page 28
- Consider Approval of Rule G-17 Underwriting Agreement.....Page 33
- L. Administrative Matters**
1. District Engineer
2. District Attorney
3. District Operations Manager
4. District Manager
- M.** Board Member Comments
- N.** Adjourn

Miscellaneous Notices

Published in Sarasota Herald-Tribune on August 4, 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 August 17, 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 08/04/23; #9120297

**WEST VILLAGES IMPROVEMENT DISTRICT
SPECIAL BOARD MEETING & ATTORNEY-CLIENT SESSION
JUNE 27, 2023**

A. CALL TO ORDER

The June 27, 2023, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 11:56 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 June 13, 2023, and June 20, 2023, as legally required.

C. SEAT NEW BOARD MEMBER

Christine Masney was seated as the elected Board Supervisor.

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

Mr. Crosley administered the Oath of Office to Ms. Masney.

E. ESTABLISH A QUORUM

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

Chairman	John Luczynski	Present in person
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Present in person
Supervisor	Christine Masney	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 were the City of North Port Commissioners McDowell and Phil Stokes.

F. ELECTION OF OFFICERS

- **Chairman**

A **motion** was made by Mr. Meisel, nominating himself as Chairman. That **motion** failed due to the lack of a second.

A **motion** was then made by Mr. Lewis, seconded by Ms. Masney electing Mr. Luczynski as Chairman and upon being put to a vote, the **motion** carried 4 to 1 with Ms. Meisel dissenting.

- **Vice Chairman**

A MOTION was made by Ms. Masney, seconded by Mr. Buckley electing Mr. Lewis a Vice Chairman and upon being put to a vote, the motion carried 3 to 1 with Mr. Meisel dissenting.

- **Secretary/Treasurer**

A MOTION was made by Mr. Lewis, seconded by Mr. Luczynski and passed unanimously electing Mr. Wodraska as Secretary/Treasurer.

- **Assistant Secretaries**

A MOTION was made by Mr. Lewis, seconded by Mr. Luczynski and passed unanimously electing William Crosley, Christine Masney, Tom Buckley and John Meisel as Assistant Secretaries.

G. COMMENTS FROM THE PUBLIC

Mr. Dobrin suggested that the District Board look at the sovereign immunity liability insurance that the District has. Coverage is up to \$1 Million Dollars for each event and this is right in line with transferring those legal costs that are foreseen for next year into that instead of assessing everybody in Unit 6. Mr. Dobrin also commented on the legal representation being provided to the four Supervisors that received letters from the Commission on Ethics and that he felt the same treatment should have been applied to Mr. Meisel for his ethics complaint. Mr. Dobrin also commented that he felt the proposed Gran Paradiso road resurfacing project should be deferred until after the costs of resurfacing come down and felt that the money should not be spent this year.

Jim Cranston commented that the Florida Commission on Ethics issued an opinion on 3/10/2023 regarding John Meisel and his simultaneous position on the WVID Board of Supervisors and Director of the Gran Paradiso Property Owners Association, who is currently involved in the irrigation lawsuit against the District. Mr. Cranston stated that he felt Mr. Meisel was continuing to violate the ethics opinion by co-hosting a town hall meeting where the subject was the ongoing Gran Paradiso Property Owners Association irrigation lawsuit. Mr. Cranston requested that the Supervisors take note and limit the behavior of one of their own Supervisors.

Pam Kantola questioned why John Meisel's ethics violation was not supported by legal defense while there is defense for the four Supervisors who received ethics violations. Ms. Kantola also commented on the Corvel letter regarding \$100,000 for defense and the assignment of Donald Roper for that defense. She also commented that Gran Paradiso had not been reimbursed for Hurricane Ian repairs. Ms. Kantola further stated that she was upset that Ms. Whelan counseled the Board during its meetings and stated that does not happen at the GP POA board meetings.

Debbie McDowell, a City of North Port Commissioner, welcomed the WVID back to the meetings being held at the City of North Port Commission Chambers' room. Commissioner McDowell also thanked the Board for serving. Commissioner McDowell went on to state that she felt the WVID Board was important, as well as the City Commission Board and invited everyone to attend the City Commission meetings as well.

H. APPROVAL OF MINUTES

1. May 11, 2023, Regular Board Meeting & Attorney-Client Session

Mr. Meisel asked when the decision was made to appeal Judge Carroll's temporary injunction. Ms. Whelan responded that the decision to file a Notice of Appeal was made in consultation with the Chairman, after discussion with the Board during shade session meetings, to preserve the District's appeal rights in advance of the August Board Meeting. She stated that it would be a Sunshine Law violation if a virtual meeting was held or if she otherwise polled the Board and that she was planning to discuss this matter more during her Attorney Report.

A **MOTION** was made by Ms. Masney, seconded by Mr. Buckley and passed unanimously approving the minutes of the May 11, 2023, Regular Board Meeting & Attorney-Client Session, as presented.

I. ATTORNEY-CLIENT SESSION RELATIVE TO GRAN PARADISO HOA IRRIGATION LITIGATION

Mr. Luczynski advised that a shade session was not needed for this meeting.

J. GENERAL DISTRICT MATTERS

1. Consider Ratification of 1st Amendment to Traffic Enforcement Agreement with the City of North Port

The Board was reminded that the District entered into a Traffic Enforcement Agreement with the City of North Port in March 2020, which provided the City of North Port Police Department jurisdiction to enforce traffic laws over roads under the ownership and control of the District. The City of North Port Commission approved this amendment at its May 2023 meeting and the addition of any newly constructed roads will be considered by the WVID Board during today's meeting.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously ratifying the 1st Amendment to Traffic Enforcement Agreement with the City of North Port, as presented.

2. Consider Resolution No. 2023-02 – Adopting Proposed Budgets for Fiscal Year 2023/2024; Declaring Special Assessments to Fund the Proposed Budget

Resolution No. 2023-12 was presented, entitled:

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.

Mr. Luczynski advised that this was the first reading of the proposed budget which sets the maximum assessments that can be levied by the District. There will be additional work to this budget before a final budget is brought back to the Board in September for consideration. The final budget, once approved, will set the actual assessment that will appear on county tax bills. There was a noticed budget workshop held on June 19, 2023, open to all residents to attend and give their input.

Mr. Meisel stated that this budget contained a lot of information and because it was available online and considering the other topics on the agenda and time restraints, he recommended that, for the sake of time, the District Manager did not need to go into detail when going through the budget. There were no objections from the audience.

Mr. Luczynski noted Mr. Dobrin's previous comment regarding the road resurfacing projects on District owned roads in Gran Paradiso that the POA should tell the District how they wished to proceed with the timing of the road resurfacing. This was because the proposals for the work that were coming in exceeded the balance of available funds for that project and by spreading the project over a period of time would allow the sufficient reserve funds to be available at those times.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously adopting Resolution No. 2023-12, as presented.

K. UNIT OF DEVELOPMENT NO. 3

1. Consider Change Order No. 3 under Work Authorization No. 51 to Stantec for Miscellaneous Engineering Services

A **MOTION** was made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously approving Change Order No. 3 under Work Authorization No. 51 to Stantec increasing the previous work order by an amount not to exceed \$10,000 for general engineering services.

2. Consider Ratification of Change Order No. 3 between the District and The deMoya Group, Inc. for Wellen Park Boulevard Roundabout & U.S. 41/SR 45 Improvements Project

Mr. Meisel asked who was paying for this project and Mr. Luczynski indicated that the contract was held by the District with an agreement with Wellen Park Construction LLLP for deficit funding. Mr. Lewis commented that to be more specific, to the extent that the District has existing construction funds available for capital projects, it uses those funds for the project. If the District does not have the funds to cover the expenses, then the developer would fund the remainder of this project per the agreement with Wellen Park.

Mr. Meisel stated the US 41 project, or future projects, could burden future bond issuances, which was the process similar to the Unit 9 bond issuance where those bond funds were allocated for a portion of the cost of the Wastewater Treatment Plant and Water Plant. Mr. Lewis stated that the

Board could issue more Unit 1 bonds to pay for the US 41 project because there are additional validated Unit 1 bond funds available; however the Board has never contemplated issuing more debt for this project and also the developer preferred for the District to not issue more debt for this project. The Board discussed its intent to not issue additional Unit 1 bond debt for the US 41 project.

Mr. Lewis stated that one of the primary purposes of the District was to build public infrastructure and that the US 41 improvement project is considered a safety benefit and will attenuate speeds through the portion of US 41 that runs through the District.

A **MOTION** was made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously ratifying Change Order No. 3 between the District and The deMoya Group, Inc. for Wellen Park Boulevard Roundabout & US 41/SR 45 Improvements Project contract with an increase of \$50,103.00 for additional utility exploration for Village E with the new contract amount being \$9,898,370.34.

3. Consider Second Amendment to BrightView Landscaping Contract for the Addition of New Road Segments

It was explained that this amendment to the landscape and irrigation maintenance contract would now include Manasota Beach Road, roundabouts, Radiant Way and Sunglow Boulevard, which were recently constructed and conveyed to the District.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously approving the Second Amendment to the BrightView landscape contract, adding Manasota Beach Road, roundabouts, Radiant Way and Sunglow Boulevard , as presented.

4. Discussion Regarding Road Impact Fee Credits

Mr. Luczynski stated that this item was requested to be added to the agenda by Mr. Meisel and explained that there was an agreement between the District and the City of North Port to reimburse the District for collector road construction from impact fees that the City collects. The City was presented the third annual bill and at that point, the total claim to the City was \$95,999,266. However, the agreement caps the City's obligation to reimburse those impact fees at \$90 Million. As of today, the City, through impact fee collection, has paid the District \$7,747,945 in reimbursements resulting in an outstanding balance of impact fees in the amount of \$82,252,055.

The District has spent \$49,200,262 on roadways leaving a balance due of \$41,452,317. The developer has funded the difference of \$46,799,004 on roadway costs. Mr. Luczynski also stated that this figure was very important because if the District was no longer included in the North Port city limits, and the City was no longer collecting impact fees via the District, the District could lose \$41,452,317 from those guaranteed reimbursements if deannexation is successful. Mr. Luczynski also stated that based on his conversations with Sarasota County, they have indicated that no impact fee credits would be given for collector roadway construction except for the possibility of the County participating in road widening projects in the future.

L. UNIT OF DEVELOPMENT NO. 2

1. Consider Agreement with Shipps Excavating, Inc. for Installation of Storm Drainage Improvements

This agreement is for the installation of a second outfall for the capture of stormwater draining from Islandwalk into the District's irrigation lake. The total cost for this project is \$358,965.45. As part of the budget workshop discussion, half of this cost will be charged to Unit 1 and the other half will be charged to Unit 6. This project will help with stormwater drainage for Islandwalk, Gran Paradiso and the Preserve.

A **MOTION** was made by Mr. Meisel, seconded by Ms. Masney and passed unanimously approving the agreement with Shipps Excavating, Inc. for the installation of storm water drainage improvements in the amount of \$358,965.45, as presented.

M. UNIT OF DEVELOPMENT NO. 3

1. Discussion of Matters Related to Gran Paradiso Litigation

- **Discussion Regarding Directors and Officers' Policy Coverage Related to Gran Paradiso Irrigation Lawsuit**

Ms. Whelan noted that there were several questions from the last few Board meetings and from the public comments today on the scope of the District's insurance coverage relative to the Gran Paradiso irrigation litigation. As set forth in the reservation of rights letter, the insurance coverage limit for injunction litigation is set at \$100,000. Staff felt that it would be helpful to the Board and residents to include this letter from the insurer in the agenda package highlighting some key provisions to show the information directly from the insurer. She further noted that Donovan Roper had been assigned as co-defense counsel. Mr. Roper has attended hearings and been involved with the pleadings to date. She also confirmed that the insurance provider reviews any amended complaints to see if there is any change in coverage.

Mr. Meisel felt that each individual count of the complaint is a different incident (for a total of 4) and each would have \$100,000 coverage.

Ms. Whelan replied that the District's insurer is involved with reviewing the initial claim, as well as the amended complaint, and they have provided their level of coverage, which, referenced in the reservation of rights letter, included in the agenda package today. Mr. Meisel asked if the insurer was allocating the \$100,000 coverage in totality for their defense of and the District's defense of the litigation. Ms. Whelan responded that was correct. She indicated that District staff did recently discuss the coverage limits again with the insurer after the last Board meeting to ensure proper coverage.

- **Consider Resolution No. 2023-13 – Providing for the Defense and Indemnification of Board Member – John Luczynski**

Resolution No. 2013-13 was presented, entitled:

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.

Ms. Whelan explained that District staff had been made aware of an administrative complaint filed against Mr. Luczynski relative to the adoption of a District Resolution. The District received a timely request for indemnification pursuant to its indemnification resolution. Based on a preliminary review of the complaint, it appears to be that the actions in the dispute arose out of and are in connection with his work as a District Supervisor, and within the scope of his duties. It does not appear that there are any circumstances that would prohibit District indemnification, which is required by the District's indemnification resolution. The insurance company has been made aware of this complaint.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney adopting Resolution No. 2023-13, as presented. The **MOTION** passed by a vote of 3 to 0 with Messrs. Luczynski and Meisel abstaining.

- **Consider Resolution No. 2023-14 – Providing for the Defense and indemnification of Board Member – Steve Lewis**

Resolution No. 2023-14 was presented, entitled:

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.

District staff is aware of an administrative complaint filed against Steve Lewis relative to the adoption of a District Resolution. The District received a timely request for indemnification pursuant to the standard indemnification resolution. Based on a preliminary review of the complaint, it appears that the actions in dispute arose out of and are in connection with his work as a District Supervisor and within the scope of his duties. It does not appear that there are any circumstances that would prohibit District indemnification, which is required by the District's indemnification resolution. The insurance company has been made aware of this complaint.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney adopting Resolution No. 2023-14, as presented. The **MOTION** passed by the vote of 3 to 0 with Messrs. Lewis and Meisel abstaining.

- **Consider Resolution No. 2023-15 – Providing for the Defense and indemnification of Board Member – Thomas Buckley**

Resolution No. 2023-15 was presented, entitled:

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.

District staff is aware of an administrative complaint filed against Thomas Buckley relative to the adoption of a District Resolution. The District received a timely request for indemnification pursuant to the standard indemnification resolution. Based on a preliminary review of the complaint, it appears that the actions in dispute arose out of and are in connection with his work as a District Supervisor and within the scope of his duties. It does not appear that there are any circumstances that would prohibit District indemnification, which is required by the District's indemnification resolution. The insurance company has been made aware of this complaint.

A **MOTION** was made by Mr. Luczynski, seconded by Mr. Lewis adopting Resolution No. 2023-15, as presented. The **MOTION** passed by the vote of 3 to 0 with Messrs. Buckley and Meisel abstaining.

- **Consider Resolution No. 2023-16 – Providing for the Defense and indemnification of Board Member – Christine Masney**

Resolution No. 2023-16 was presented, entitled:

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.

District staff has been made aware of an administrative complaint filed against Christine Masney relative to the adoption of a District Resolution. The District received a timely request for indemnification pursuant to the standard indemnification resolution. Based on a preliminary review of the complaint it appears to be that the actions in the dispute arose out of and are in connection with her work as a District Supervisor and within the scope of her duties. It does not appear that there are any circumstances that would prohibit District indemnification, which is required by the District's indemnification resolution. The insurance company has been made aware of this complaint.

Mr. Lewis asked if someone could explain why Mr. Meisel did not receive the same consideration for his matter involving the Commission on Ethics. Mr. Meisel stated that was due to the Commission on Ethics rendered an opinion, which does not require defense and indemnification. The request for an ethics opinion as opposed to the complaints received are distinctively different. Ms. Whelan also stated that the District did not receive a request for indemnification from Mr. Meisel.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Luczynski adopting Resolution No. 2023-16, as presented. The **MOTION** passed by the vote of 3 to 0 with Ms. Masney and Mr. Meisel abstaining.

K. UNIT OF DEVELOPMENT NO. 6

1. Consider Agreement with Shipps Excavating, Inc. for Irrigation Connection to Parkway Pond

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously approving the agreement with Shipps Excavating, Inc. for an irrigation connection to the Parkway pond in the amount of \$75,045.25, which will be funded by Unit 6, and is to install irrigation improvements along West Villages Parkway, just south of the proposed Meridy Way in order to provide water to adjoining parcels.

Mr. Luczynski left the meeting and handed over Chairman duties to Mr. Lewis.

O. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Licari reported that the Board had previously approved road improvements near the entrance to the Publix plaza at West Villages Parkway had been completed. The Gran Paradiso roadway resurfacing bid proposals are due July 6, 2023, and will be brought to the Board at a future meeting.

2. District Attorney

Ms. Whelan reported that since the last meeting the Gran Paradiso litigation temporary injunction order was entered by the court and accordingly, a Notice of Appeal had been filed relative to the irrigation litigation to preserve the District's rights. The Board did not state an objection to proceeding with an appeal. In addition, petitions for Writs of Certiorari and Prohibition were filed by Thomas Ranch Intangibles and Ranchland Operations who are counterparties to the well availability agreements. Copies of all documents have been sent to the Board via e-mail. District staff will let the Board know when hearing dates have been set.

3. District Operations Manager

Ryan Johanneman was introduced as new Operations Manager. Mr. Johanneman came onboard in early June. The Board welcomed Ryan to the District staff. Previous Operations Manager, Mike Smith is still available on a consulting basis to assist staff if needed.

4. District Manager

Mr. Crosley reported that the District was ready to submit an insurance claim for street lighting and irrigation pump station repairs needed as a result of Hurricane Ian. In addition, GovRates was provided a large amount of data that will assist with their due diligence for the provision of a new irrigation water rate study that will be considered by the Board.

Mr. Crosley noted that the District was continuing to review the invoices submitted by Gran Paradiso in regard to hurricane damage on District property in order to reimburse the POA for those expenses that it incurred. The force majeure clause in the maintenance agreement between the District and Gran Paradiso POA provides that it is the District's responsibility to provide the hurricane damage effort, not the POA. However, the District did not have the opportunity to perform the work after the storm. That work was immediately undertaken by the POA, which is the reason the District is attempting to reimburse the POA for those expenses. Otherwise, the District would have performed the work and paid for the services directly to the vendor.

Mr. Crosley explained that the BrightView invoices that were submitted were very vague in the description of work completed and provided little or no information as to the locations. There are four invoices with a project name of “Hurricane Clean Up” that total over \$220,000 that only provide dates, man hours worked, and the equipment used, but offer no detail of where or what type of work was done. IN addition, none of the attached authorizations for extra work provide signatures of approval from the POA prior to BrightView performing any work. When additional information was requested to help clarify specifically where work was completed, the POA provided an ownership map indicating all the lands inside Gran Paradiso that the District owns. So it is impossible for the District to confirm, based on the information currently submitted, that the work was done on District property and not POA or private property.

Mr. Meisel offered to provide a sworn affidavit because he was present during some of the work. He indicated that the sworn affidavit would state that the work was only performed on the main arteries inside (Prestigio and Renaissance Boulevards) Gran Paradiso.

During this discussion it is important to note that there were significant, multiple interruptions from members of the public who were in attendance where staff and the Board had to repeatedly stop their discussions in order to attend to disturbances from members of the public so staff has summarized the intent of the Board’s discussion in the minutes.

After discussion, it was determined that the Board would not meet in July, and the August meeting would be held August 17, 2023.

P. BOARD MEMBER COMMENTS

Mr. Meisel stated in regard to his accusation of participating in the town hall meeting concerning the irrigation lawsuit was that he attended as a resident with knowledge of the irrigation.

Q. ADJOURNMENT

There being no further business to come before the Board, the Special Board Meeting was adjourned at 1:18 p.m. on a MOTION made by Mr. Buckley, seconded by Ms. Masney and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

Miscellaneous Notices

Published in Sarasota Herald-Tribune on August 4, 2023

Location

Sarasota County, Florida

Notice Text

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WEST VILLAGES
IMPROVEMENT DISTRICT
ATTORNEY-CLIENT SESSION

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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 08/04/23; #9120297

David R Fernstrum

13265 Campanile Ct., Venice FL 34293

Mr. Todd Wodraska
Registered Agent for West Villages Improvement District
Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens, FL 33410

Re: West Villages Improvement District

To the Supervisors of West Villages Improvement District:

I am a landowner and registered voter residing within the District.

Pursuant to Florida Statutes, 189.041, I hereby contest the accuracy of the urban area maps prepared by the District's staff and consultants and adopted by the Supervisors at their meeting of June 27, 2023. The maps and related determination are patently noncompliant with the statutory requirements.

Sincerely,

A handwritten signature in black ink, appearing to read 'David R. Fernstrum', with a large, stylized flourish extending to the right.

Cc: William Crosley
John Luczynski

RECEIVED
JUL 19 2023

The Fernstrums
13265 Campanile Ct.
Venice, FL
34293-1958

TAMPA FL 335
SAINT PETERSBURG FL
17 JUL 2023 PM 6 L



MR. WILLIAM GOSLEY, MANAGER
WEST VILLAGES IMPROVEMENT DISTRICT
19503 S WEST VILLAGES PKWY #A3
VENICE, FL 34293

34293-510699



PROJECT: PLAYMORE ROAD RESURFACING



DEWBERRY PROJECT NO. 50129048

Bid Sheet for Ajax Paving

Date: 3/8/2023

Rev'd Date: 7/26/2023

Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
MISCELLANEOUS					
1	Construction Layout	1	LS	\$ 11,550.00	\$ 11,550.00
3	Certified As-builts	1	LS	\$ 5,770.00	\$ 5,770.00
4	Mobilization	1	LS	\$ 23,825.00	\$ 23,825.00
5	MOT	1	LS	\$ 67,935.00	\$ 67,935.00
TOTAL					\$ 109,080.00
COMPREHENSIVE ITEMS					
Mill and Resurface					
1	Milling of Area (1.0")	3,820	SY	\$ 4.30	\$ 16,426.00
2	1" FDOT Friction Course FC 9.5 Asphaltic Wearing	3,820	SY	\$ 13.65	\$ 52,143.00
Demo					
1	Remove Pavement	445	SF	\$ 15.00	\$ 6,675.00
2	Demo Curb	65	LF	\$ 30.00	\$ 1,950.00
Curb					
1	Modified Type F-Curb	1,425	LF	\$ 47.00	\$ 66,975.00
2	Curb Transition	6	EA	\$ 835.00	\$ 5,010.00
Paving					
1	1" FDOT Friction Course FC 9.5 Asphaltic Wearing	100	SY	\$ 13.65	\$ 1,365.00
2	2" FDOT Type SP 12.5 Asphaltic Concrete Course (1 Lift)	100	SY	\$ 81.65	\$ 8,165.00
3	10" Crushed Concrete or Limerock Base	100	SY	\$ 108.00	\$ 10,800.00
4	12" Subbase Type B Stabilized	120	SY	\$ 71.25	\$ 8,550.00
Paving Markings					
1	Temporary Striping	1	LS	\$ 3,055.00	\$ 3,055.00
2	6" White Thermoplastic Line Per FDOT INDEX NO. 711.001	1,900	LF	\$ 2.00	\$ 3,800.00
3	6" Yellow Thermoplastic Line PER FDOT INDEX NO. 711.001	1,350	LF	\$ 2.00	\$ 2,700.00
4	Thermoplastic Arrows PER FDOT INDEX NO. 711.001	2	EA	\$ 70.00	\$ 140.00
5	Thermoplastic Bike Path	2	EA	\$ 400.00	\$ 800.00
Erosion Protection					
1	Sod Back of Curb 2.5' Wide	470	SY	\$ 5.75	\$ 2,702.50
2	Sod Other Areas	50	SY	\$ 5.75	\$ 287.50
3	Silt Fence	2,000	LF	\$ 1.75	\$ 3,500.00
TOTAL					\$ 195,044.00
TOTAL BID PRICE					\$ 304,124.00

Prepared By and Return To:

Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT
AND TAYLOR MORRISON OF FLORIDA, INC. REGARDING ACCESS AND
MAINTENANCE OF DISTRICT ROADWAYS AND IMPROVEMENTS**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 20__ by and between:

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

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, whose mailing address is 551 N. Cattlemen Road, Suite 200, Sarasota, Florida 34232 (hereinafter, the “Developer,” and together with District, the “Parties”).

RECITALS

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

WHEREAS, the District presently owns, operates, and/or maintains various roadway, streetlighting, landscaping, and stormwater management improvements, as well as wetland property, within its “District Proper” and “Unit of Development No. 1” (hereinafter referred to as “Improvements”)¹ as further described hereinbelow and in the attached **Exhibit A**; and

WHEREAS, the District provides for the funding necessary for the operation, maintenance, repair, and/or replacement of the Improvements within the District, including reserve funding therefor, by either i) assessing all benefitted properties within a particular unit of development or ii) invoicing a property owner if unit assessment is not appropriate in the circumstance; and

WHEREAS, Developer has contracted to purchase property it is entitling to be developed as an 877-unit residential development, described in **Exhibit B**, which is located adjacent to the District (the “Adjacent Property”); and

¹ 1 For the avoidance of doubt, Lakes 1 and 2 which are planned to be constructed adjacent to a future extension of West Villages Parkway (the “West Villages Parkway Extension”), as shown on **Exhibit C** attached hereto, are planned to ultimately be owned, operated, and maintained by the Landowner or its assigns and accordingly are not included within the scope of the Improvements.

WHEREAS, once the Adjacent Property is entitled, Developer intends to complete its purchase of same, becoming its fee simple owner, and allowing it to commence development of the Adjacent Property.

WHEREAS, Developer desires to use the Improvements for the benefit of the landowners and residents of the Adjacent Property and the District is agreeable to doing so, provided that the Landowner proportionately contributes to the District's cost and expenses in maintaining and operating the Improvements; and

WHEREAS, due to the fact that the Adjacent Property is not located within the boundary of the District, special assessment of such property is not available to the District; and

WHEREAS, it is in the best interest of the District, and its residents and landowners, for the District to directly invoice the Developer for its proportionate share of the operation, maintenance, repair, and/or replacement of the Improvements in exchange for the Developer's use thereof; and

WHEREAS, the Parties accordingly desire to enter into this Agreement to set forth the terms thereof.

NOW, THEREFORE, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties hereto, the Parties agree as follows:

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

2. MAINTENANCE OF IMPROVEMENTS. The Parties acknowledge that it is in the best interest of the District, and its residents and landowners, and Developer, for the District to provide for the operation, maintenance, repair, and/or replacement services relative to the Improvements, which shall at all times be operated and maintained in good and operational condition and repair and in accordance with all relevant plans and permits for such Improvements.

3. COST SHARING FOR SHARED MAINTENANCE COSTS. Due to the benefit from and use of the Improvements by the landowners and residents within the Adjacent Property, the Developer accordingly agrees to annually contribute its proportionate share of the funding for the costs associated with the operation, maintenance, repair, and replacement of the Improvements as set forth herein.

A. The Developer shall remit to the District an amount equal to the annual operations and maintenance special assessment that would otherwise be due for 877 dwelling units located within "District Proper" and "Unit of Development No. 1" of the District with regard to the maintenance expenditures associated with the operation and maintenance of the Improvements (the "**Shared Maintenance Costs**"). The amount due and owing by the Developer for the Shared Maintenance Costs shall be subject to change each year in accordance with the expenses set forth in District's final adopted fiscal year budget, as amended, all in the sole discretion of the District's Board of Supervisors. In furtherance thereof, **Exhibit A** attached hereto

contains the portion of the District's "Final Budget For Fiscal Year 2022/2023" relative to "District Proper" and "Unit of Development No. 1," and identifies those categories of District maintenance expenditures associated with the Improvements for which the Developer shall contribute its proportionate share of the Shared Maintenance Costs. For the avoidance of doubt, only those line items relating to "Lake/Littoral Maintenance," "Mitigation Maintenance," "Road Maintenance/Resurface," "Road Reconstruction/Widening," "Landscaping," "Street Lighting," and "Misc. Maintenance/Repairs" shall be deemed Shared Maintenance Costs within the scope of the Developer's cost sharing obligations set forth herein.

- B.** Commencing November 2024, but subject to the limitations set forth in Sections 3(B)(i) and (ii) herein, the District shall annually in November invoice the Developer for its proportionate share of the Shared Maintenance Costs, which invoice shall be paid by the Developer within thirty (30) days of its receipt of District's invoice. Amounts paid by the Developer pursuant to this Agreement shall be held by the District's District Manager and used solely for the purposes of the operation, maintenance, repair, and replacement of the Improvements.
- i.** Notwithstanding the foregoing, the Parties recognize and acknowledge that for Developer and the future landowners and residents of the residential development proposed for the Adjacent Property to use and benefit from the District's Improvements, it is essential and necessary for the West Villages Parkway Extension to be constructed so that it is extended further southward from its current southern terminus on land presently owned by Manasota Beach Ranchlands, LLLP and Winchester Florida Ranch, LLLP (collectively, the "**Master Developer**") in order to provide access to the Adjacent Property (the "**Access Road**"), which is graphically depicted in the attached **Exhibit C**. As a result, commencement of the Developer's obligation to pay for costs associated with the operation, maintenance, repair, and replacement of the Improvements under the terms of this Agreement (i.e., Shared Maintenance Costs and any unbudgeted supplemental maintenance expenditures described in Section 3.C, below) shall be expressly conditioned on the construction of the West Villages Parkway Extension by the Developer such that the Developer is able to develop and connect its Access Road thereto.
 - ii.** Notwithstanding the foregoing, the Parties recognize that this Agreement has been entered into prior to the development of the Adjacent Property. The Parties accordingly agree that the cost sharing obligations under Section 3(B) herein shall be pro-rated based on a proportion of the greater of (i) the number of dwelling units built to-date within the Adjacent Property with certificates of occupancy or (ii) 220 dwelling units (i.e., 25% of the 877 planned dwelling units). For example, if 10% of the planned dwelling units (i.e., 88 dwelling units) are completed and issued certificates of occupancy, as indicated by

records of the Sarasota County at the time of the District's adoption of its annual budget, then, for the year in question, the Developer shall be responsible for the amount of the Shared Maintenance Costs with respect to 25% of the planned dwelling units (i.e. 220 dwelling units). Similarly, if 35% of the planned dwelling units are completed and issued certificates of occupancy, as indicated by records of Sarasota County at the time of the District's adoption of its annual budget, then, for the year in question, the Developer shall be responsible for the amount of the Shared Maintenance Costs with respect to 35% of the planned dwelling units (i.e. 307 dwelling units). When the Adjacent Property is fully platted, and regardless of whether the total number of actual dwelling units equals the total number of planned dwelling units set forth herein, the Developer shall thereafter be responsible for 100% of the Shared Maintenance Costs. For the avoidance of doubt, upon the total buildout of the residential development on the Adjacent Property, the Developer's Shared Maintenance Costs shall be based on 877 dwelling units, irrespective of the actual total number of dwelling units actually completed. In furtherance thereof, on December 1, March 1, June 1, and September 1 of each year the Developer shall provide the District with a report indicating the number of dwelling units that have received a certificate of occupancy to date.

- C. The District shall notify Developer in advance of any unbudgeted supplemental maintenance expenditures to be provided by the District as necessary operation, maintenance, repair, or replacement services relative to the Improvements for which the Developer contributes its Shared Maintenance Costs as described Section 3A and 3.B.ii herein and **Exhibit A**, the cost of which the District desires to share with the Developer. The Developer's proportionate share of funding for such supplemental maintenance services shall be calculated in the manner set forth in Section 3.A. herein. Payment by the Developer to the District shall be made within thirty (30) days of receipt of notice by the District of its intent to perform supplemental maintenance services and the cost thereof.
- D. For the avoidance of doubt, the principle on which this Agreement is based is that each dwelling unit within the Adjacent Property shall be obligated contribute toward the expenditures identified herein in an amount that is equal to that required of dwelling units within the District which are also obligated to contribute toward the same expenditures. Accordingly, in no event shall a dwelling unit within the Adjacent Property be required to pay more for the expenditures identified herein than the amount paid by a counterpart dwelling unit within the District.

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

5. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties hereto.

6. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. NOTICES. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the Parties, as follows:

A. If to Developer: Taylor Morrison of Florida, Inc.
551 N. Cattlemen Road, Suite 200
Sarasota, Florida 34232
Attn: John Wollard

With a copy to: Williams Parker
50 Central Avenue, Eighth Floor
Sarasota, Florida 34236
Attn: Charles D. Bailey, III, Esq.

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

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

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

8. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

Venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Sarasota County, Florida.

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

10. ATTORNEYS' FEES. In the event either party is required to enforce this Agreement or any provision hereof through binding arbitration, court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any such arbitration, litigation or other dispute resolution, and including fees incurred in appellate proceedings.

11. RECORDING; COVENANT RUNNING WITH THE LAND; ASSIGNMENT. Within five (5) days of Developer closing on and taking fee simple ownership of the Adjacent Property, it shall record this Agreement in the Public Records of Sarasota County, Florida. Upon recording, this Agreement shall constitute a covenant running with the land with regard to the Adjacent Property and shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns. The District agrees that the Developer may assign this Agreement and all of its rights and obligations hereunder, including but not limited to any monies to become due hereunder, to a community development district or homeowner's or property owners' association established relative to the lands within **Exhibit B** without the prior, written approval of the District.

12. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. If the Developer assigns this Agreement to a community development district pursuant to Section 11, above, such community development district shall have the same rights and protections applicable to the District as described in the foregoing sentence.

13. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns. In the event the District dedicates or conveys the all or a portion of the Improvements to the City of North Port and/or Sarasota County for operation and maintenance, then all or a portion of Developer's cost sharing obligations under this Agreement shall terminate with regard to such portion of the Improvements so dedicated or conveyed.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

15. EXECUTION IN 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.

16. OTHER AGREEMENTS RELATING TO ACCESS TO THE ADJACENT PROPERTY. The Parties agree to cooperate with each other and the Master Developer to facilitate the development of the West Villages Parkway Extension and Access Road in order to provide access to the Adjacent Property.

17. EXPIRATION. If Developer has not closed on and taken fee simple title to the Adjacent Property by October 31, 2024, then this Agreement will automatically expire, terminate and be of no further force or effect. Upon such expiration and termination of the Agreement, the parties' rights and obligations hereunder are fully extinguished.

18. EFFECTIVE DATE. This Agreement shall become effective on the date set forth above.

IN WITNESS WHEREOF, the District and Developer each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

Attest:

WEST VILLAGES IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Attest:

TAYLOR MORRISON OF FLORIDA, INC.

Print Name

Print:

Its:

- Exhibit A:** Maintenance Expenditures Associated with Improvements
Exhibit B: Adjacent Property Description
Exhibit C: Map of West Villages Parkway Extension and Lakes

Exhibit A
Maintenance Expenditures Associated with Improvements

Infrastructure Maintenance Breakdown

FY 2022 - 2023	Dist Proper	Unit 1
MAINTENANCE EXPENDITURE		
*Lake / Littoral Maintenance	0	110,000
*Mitigation Maintenance	0	2,250
*Road Maintenance / Resurface	0	78,865
*Road Reconstruction / Widening	0	276,028
*Landscaping	0	912,000
Security Services	0	26,000
*Street Lighting	0	464,000
Canal Maintenance / Repayment	0	48,000
*Misc. Maintenance/Repairs	0	50,000
Total Maintenance Expenditure	\$ -	\$ 1,967,143

* Maintenance expenditures associated with Improvements for which Developer contributes its proportionate share of costs under Agreement (the stricken line items are District Proper and Unit of Development No. 1 budgeted expenditures for which Developer has no obligation and, thus, are not to be included in Shared Maintenance Costs).

Exhibit B
Adjacent Property Description

PARCEL 1: ALL OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, LYING NORTHWESTERLY OF S.R. 775 (RIVER ROAD).

LESS: A TRACT OF LAND LYING IN SECTION 16, TOWNSHIP 40 SOUTH, RANCH 20 EAST, SARASOTA COUNTY, FLORIDA, AND
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE N 00°45'92" E, FOR 500.00 FEET; THENCE N 50°00'00" W FOR 585.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 50°00'00" W ALONG SAID LINE, A DISTANCE OF 215.00 FEET; THENCE N 10°00'00" E FOR 430.00 FEET, THENCE N 29°00'00" W FOR 1,180 FEET; THENCE N 10°00'00" E FOR 237.75 FEET; THENCE N 23°14'01" E FOR 164.71 FEET; THENCE N 09°06'38" E FOR 709.72 FEET; THENCE N 40°08'54" W FOR 34.76 FEET; THENCE N 36°26'57" W FOR 812.60 FEET; THENCE N 85°47'02" W FOR 208.20 FEET; THENCE N 57°07'00" W FOR 1,006.00 FEET; THENCE S 59°00'00" W FOR 475.00 FEET; THENCE S 01°00'00" E FOR 970.00 FEET; THENCE S 38°00'00" E FOR 995.00 FEET; THENCE S 34°00'00" W FOR 485.00 FEET; THENCE N 69°00'07" W FOR 470.17 FEET; THENCE N 66°00'00" W FOR 949.82 FEET; THENCE N 89°00'00" W FOR 370.00 FEET; THENCE S 50°00'00" W FOR 870.00 FEET; THENCE S 01°00'00" W FOR 225.00 FEET; THENCE S 19°36'06" E FOR 51.13 FEET; THENCE N 79°24'39" E FOR 200.90 FEET; THENCE S 87°00'00" E FOR 170.07 FEET; THENCE N 81°00'00" E FOR 610.00 FEET; THENCE S 85°00'00" E FOR 673.73 FEET; THENCE S 00°08'26" W FOR 703.09 FEET; THENCE S 08°00'00" W FOR 68.48 FEET; THENCE S 39°00'00" E FOR 830.00 FEET; THENCE S 57°00'00" E FOR 790.00 FEET; THENCE N 77°00'26" E FOR 658.19 FEET; THENCE N 73°06'41" E FOR 48.67 FEET; THENCE S 29°48'05" E FOR 137.61 FEET; THENCE S 66°53'47" E FOR 70.24 FEET; THENCE N 70°36'14" E FOR 71.13 FEET; THENCE N 48°07'40" E FOR 140.16 FEET; THENCE N 86°08'02" E FOR 108.08 FEET; THENCE N 61°45'21" E FOR 172.48 FEET; THENCE S 42°22'18" E FOR 25.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE NORTHWEST, OF WHICH THE RADIUS POINT LIES N 42°22'18" W, A RADIAL DISTANCE OF 2,100.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°53'44", FOR 436.00 FEET TO THE POINT OF BEGINNING.

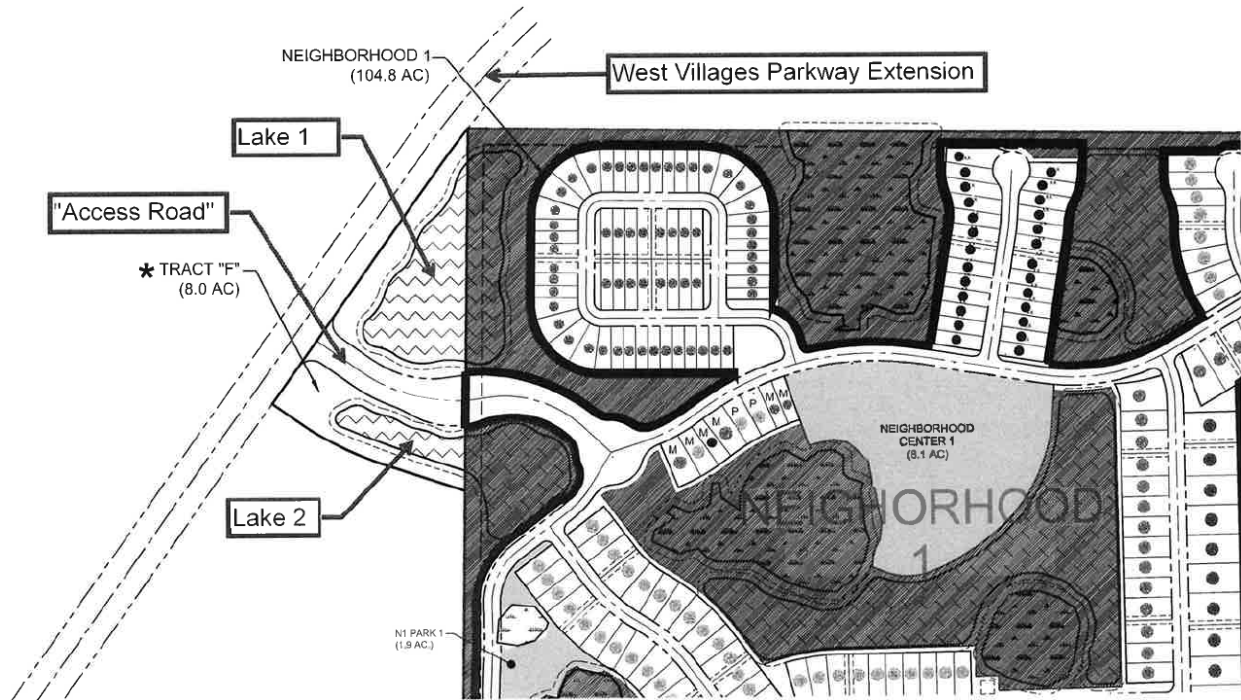
AND LESS: THAT PORTION THEREOF CONVEYED TO SARASOTA COUNTY BY DEED RECORDED IN O.R. INSTRUMENT NO. 2001037642, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

SUBJECT TO; AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PORTION OF SAID SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

FROM THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 20 EAST, AS A POINT OF BEGINNING; THENCE N 44°13'14" W, 904.79 FEET; THENCE ALONG- A CURVE TO THE LEFT WITH RADIUS OF 2100, (ARC 100.15) CHORD BEARING N 42°27'04" E 100.15 FEET; THENCE S 44°13'14" E, 811.72 FEET; THENCE S 01°05'04" W, 140.67 FEET, TO THE POINT OF BEGINNING.

PARCEL 2: EASEMENT SET FORTH IN THAT CERTAIN VIEWSHED EASEMENT RECORDED IN INSTR NO. 202003

Exhibit C
Map of West Villages Parkway Extension and Lakes



**BOND FINANCING TEAM FUNDING AGREEMENT
(UNIT OF DEVELOPMENT NO. 7 SERIES 2023 BONDS)**

This **Bond Financing Team Funding Agreement** (the “**Agreement**”) is made and entered into this 17th day of August 2023, by and between:

WEST VILLAGES IMPROVEMENT DISTRICT, a local unit of special-purpose government located in the City of North Port, Florida and unincorporated Sarasota County, Florida (the “**District**”); and

MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company and a landowner of certain real property located within the District with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “**Landowner**”).

RECITALS

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

WHEREAS, the District presently expects to access the public bond market to provide for the financing of capital improvements, facilities, and services to benefit certain of the lands within the District known as the “West Villages Improvement District Unit of Development No. 7” (hereinafter referred to as “**Unit No. 7**”); and

WHEREAS, the District and the Landowner desire to enter into this Agreement to provide funds to enable the District to commence its financing program relative to Unit No. 7.

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 parties agree as follows:

1. PROVISION OF FUNDS. Landowner agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness relative to the development of Villages F3 and G1 within Unit No. 7 (the “**Financing**”).

A. Landowner agrees to provide to the District any such monies for the Financing upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor

and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Landowner and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Manager, Bond Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Landowner pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Landowner pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking or pursuing the Financing in accordance with Florida Law. The District agrees to use good faith best efforts to proceed with the Financing in an expeditious manner.

D. The District agrees to provide to Landowner, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Landowner. The District agrees to provide to Landowner, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

E. Landowner agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

F. In the event that Landowner fails to provide any such funds pursuant to this Agreement, the Landowner and the District agree the work may be halted until such time as sufficient funds are provided by Landowner to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. Landowner and District agree that Landowner may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Landowner is contingent upon Landowner's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Landowner and the District agree that the District may terminate this Agreement due to a failure of Landowner to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Landowner; provided, however, that the Landowner shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by Landowner pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements relative to Unit No. 7, and that within forty-five (45) days of receipt of the proceeds

by the District of bonds or notes for the District's capital projects relative to Unit No. 7, the District shall reimburse Landowner in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or debt service assessments.

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

5. ENFORCEMENT OF AGREEMENT. In the event that either party 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 attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

7. 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 of the parties hereto.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

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

B. If to Landowner: Mattamy Tampa/Sarasota LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811

Attn: Nicole Swartz

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

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

13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MATTAMY TAMPA/SARASOTA LLC,
a Delaware limited liability company

WITNESSES:

Print Name: _____

By: _____
Its: _____

August 1, 2023

West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: Mr. William Crosley

Re: West Villages Improvement District, Series 2023 Bonds
(Unit of Development No. 7)

Dear Mr. Crosley:

We are writing to provide you, as the West Villages Improvement District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

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

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

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

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

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

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

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

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

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

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

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,

accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

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

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

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

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

WEST VILLAGES IMPROVEMENT DISTRICT

By: _____