



WEST VILLAGES IMPROVEMENT DISTRICT

CITY OF NORTH PORT SARASOTA COUNTY REGULAR BOARD MEETING DECEMBER 9, 2021 11:00 A.M.

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

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AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
19503 S. West Villages Parkway, #A4
Venice, Florida 34293
<https://us02web.zoom.us/j/87509654850>
Meeting ID: 875 0965 4850
Code: 11036 Dial In: 1-929-436-2866
REGULAR BOARD MEETING
December 9, 2021
11:00 a.m.

- A.** Call to Order
- B.** Proof of Publication.....Page 1
- C.** Establish Quorum
- D.** Additions or Deletions
- E.** Comments from the Public on All Agenda Items
- F.** Approval of Minutes
 - 1. November 11, 2021 Regular Board Meeting.....Page 2
- G. General District Matters**
 - 1. Consider Resolution No. 2021-19 – Adopting Prompt Payment Policy.....Page 7
 - 2. Ratify Kutak Rock LLP Fee Agreement.....Page 20
- H. Unit of Development No. 6**
 - 1. Consider Approval of Work Authorization No. 3 Amendment between the District and Kimley Horn & Associates, Inc. for Professional Services for Regulatory Assistance Services for Reuse Distribution System FDEP Permit.....Page 25
- I. Administrative Matters**
 - 1. District Engineer
 - 2. District Attorney
 - 3. District Operations Manager
 - 4. District Manager
- J.** Board Member Comments
- K.** Adjourn

Miscellaneous Notices



Published in Sarasota Herald-Tribune on November 30, 2021

Location

Sarasota County, Florida

Notice Text

NOTICE OF BOARD MEETING
WEST VILLAGES
IMPROVEMENT DISTRICT

Notice is hereby given that the Board of Supervisors (Board) of the West Villages Improvement District (District) will hold a regular meeting of the Board on December 9, 2021, at 11:00 A.M. remotely via Zoom communications media technology and in person at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293. Attendance via Zoom is strongly encouraged in lieu of in-person attendance.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the agenda for this meeting may be obtained by contacting the District Manager by email at wcrosley@sdsinc.org, by telephone at 941-244-2805, or by visiting the District s website, westvillagesid.org. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

As a public health precaution, all those attending the meeting in person will be asked to wear a mask and maintain social distancing. The District fully encourages public participation in a safe and efficient manner in light of the COVID-19 public health emergency. To that end, the District recommends that any member of the public interested in listening to and participating in the meeting remotely do so by logging into Zoom via their computer at <https://us02web.zoom.us/j/87509654850> and entering the meeting ID of 875 0965 4850, Passcode 11036, or by dialing in telephonically at 1-929-436-2866 and entering the conference identification number 875 0965 4850, passcode 11036.

In the event that the COVID-19 public health emergency prevents the meeting from occurring in-person, the District may conduct the meeting entirely by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to any relevant Executive Orders issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Information about how the meeting will occur, assistance connecting to the meeting or arranging further accommodations for participation, and any other questions can be addressed by contacting the District Manager s office at the phone number or e-mail above, or by visiting the District s website.

One or more Supervisors, staff or other individuals are anticipated to participate by Zoom. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting or to obtain access to the telephonic, video conferencing, or other communications media technology used to conduct this meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at 941-244-2805. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

William Crosley, District Manager
West Villages Community Development District
WEST VILLAGES IMPROVEMENT DISTRICT
www.westvillagesid.org
11/30/2021
6567446

**WEST VILLAGES IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 11, 2021**

A. CALL TO ORDER

The November 11, 2021, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 11:01 a.m. at 19503 S. West Villages Parkway, #A4, 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 that showed the notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on November 2, 2021, 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	Victor Dobrin	Present in person
Supervisor	Christine Masney	Present via Zoom

Staff members in attendance were:

District Manager	Todd Wodraska (via Zoom)	Special District Services, Inc.
District Manager	William Crosley	Special District Services, Inc.
District Counsel	Lindsay Whelan (via Zoom)	Hopping Green & Sams, P.A.
District Engineer	Richard Ellis	Dewberry

Also present was John Meisel via Zoom.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC

Mr. Meisel requested that in the footnotes on the amended final budget comparison all units page which relates to “Other revenue equipment purchase reimbursement” be changed from Equipment purchase (Fire Truck) funded by the City of North Port and the Developer to revenue derived from impact fees received by the City of North Port and the developer. Mr. Meisel

noted, as it relates to amending the boundary, per 2004-046 there is a requirement that the WVID receive approval from the City of North Port Commissioners before moving forward and he wanted to be sure that was done before the WVID approved a boundary amendment resolution.

F. APPROVAL OF MINUTES

1. September 16, 2021, Public Hearing & Regular Board Meeting

Mr. Dobrin made a **MOTION** to amend the minutes to reflect item G2 where a motion was made by Mr. Lewis, seconded by Mr. Buckley approving the Grau and Associates' request for an additional \$5,000 for the 2020 audit. The motion passed on a vote of 4 to 1 with Mr. Dobrin dissenting. Mr. Dobrin requested that his dissent be explained because Grau and Associates should have known the costs for the 2020 audit before it had started. Mr. Lewis seconded and the **MOTION** carried unanimously, approving the minutes of the September 16, 2021, Public Hearing & Regular Board Meeting, as amended.

2. October 14, 2021, Regular Board Meeting

A **MOTION** was made by Mr. Buckley, seconded by Mr. Dobrin approving the minutes of the October 14, 2021, Regular Board Meeting, as presented. That **MOTION** carried 4 to 0 due to Mr. Luczynski not being present.

G. GENERAL DISTRICT MATTERS

1. Consider Resolution No. 2021- 17 – Adopting a Fiscal Year 2021/2022 Amended Budget

Resolution No. 2021-17 was presented, entitled:

RESOLUTION NO. 2021-17

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING AN AMENDED FISCAL YEAR 2020/2021 BUDGET.

There was discussion regarding the direct bill and footnotes that explained some of the budgeted items.

Mr. Dobrin made a **MOTION** that the second line of the footnotes on the all units comparison page be adjusted to state the equipment purchase fire truck funded from impact fees collected by the City of North Port and the Developer. The **MOTION** failed due to the lack of a second.

A **MOTION** was made by Mr. Lewis. Seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2021-17, subject to the removal of any footnotes included. There were no changes to the dollar amounts presented.

2. Consider Boundary Amendment Funding Agreement between the District and Manasota Beach Ranchlands LLLP

Ms. Whelan advised that the District was approached by the developer to add approximately 20 Acres into the District's boundaries, which would require the approval of a legislative boundary amendment. This funding agreement does not contain a right of reimbursement back to the developer due to the nature of the request. The expenses related to the legislative boundary amendment process, any assessment reports, or proceedings such as adding this property into Unit of Development #7 are also included in this funding agreement. The City of North Port's consent is only required by the special act for fee simple acquisition of real property. The District is not taking ownership of this property so consent is not required by the City of North Port. The letter of no objection has been delivered to the City of North Port. While the letter of no objection has not yet been received by the District, Ms. Whelan recommended that the process move forward now due to the compressed schedule of the legislature this year due to an early winter session. Waiting until the next Board meeting would not allow the boundary amendment to go to the legislature in time. This parcel proposed to be added was owned by the Diocese of Venice and was nontaxable and non-assessable. A land sale transaction occurred between the current landowner, Manasota Beach Ranchlands, LLLP and the Diocese of Venice several years ago. Now that the land is owned by an entity that is taxable and assessable makes it understandable to bring this parcel into the District boundary where development plans are near.

3. Consider Resolution No. 2021-18 – Authorizing Boundary Amendment

Resolution No. 2021-18 was presented, entitled:

RESOLUTION NO. 2021-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT DIRECTING THE CHAIRMAN, BOARD MEMBERS AND DISTRICT STAFF TO SEEK LEGISLATION AMENDING THE DISTRICT BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

This resolution authorizes the District's desire to affect legislation to amend its boundaries to add certain development lands in accordance with the procedures and processes prescribed by Florida law, and such other actions as are necessary in furtherance of the boundary amendment process and authorizes the Chairman, Board Members and District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process, and to ratify any actions by such persons taken to date in furtherance of the proposed boundary amendment.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley approving the Boundary Amendment Funding Agreement between the District and Manasota Beach Ranchlands LLLP and adopting Resolution No. 2021-18, as presented. Upon being put to a vote, the **MOTION** carried 4 to 1 with Mr. Dobrin dissenting who advised that he was concerned about how public comments are treated.

H. UNIT OF DEVELOPMENT NO. 6

1. Consider First Amendment to Water Supply Agreement

Ms. Whelan stated that several years ago the District set up the Unit of Development #6 to provide irrigation water. This amendment will now include the lands within the Lennar community known as Tortuga, which is currently under construction.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the First Amendment to the Water Supply Agreement, as presented.

I. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Ellis reported that Dewberry was finalizing the 10 year master irrigation, which should be ready for Board review in December. In addition, an update to the District road resurfacing budget was underway and would also be ready for Board review in December.

2. District Attorney

Ms. Whelan noted that Hopping Green and Sams, as of November 15, 2021, was moving over to the firm of Kutak and Rock, which is a nationwide public finance and special district firm. This will be business as usual with the same team of attorneys, paralegals and staff the District currently is familiar with. The rates will be the same as is currently being paid.

3. District Operations' Manager

Mr. Smith reported that the West Villages Parkway extension would open to traffic on November 19, 2021. Mr. Luczynski encouraged any residents to please respect the construction and no trespassing signs, as they were there for everyone's safety.

4. District Manager

It was noted that the next meeting was scheduled for December 9, 2021.

J. BOARD MEMBER COMMENTS

Mr. Dobrin indicated that he had received some feedback from residents regarding the West Villages Parkway roundabout and some line of sight issues they felt exists at that intersection.

The District Engineer and Operations' Manager will visit the site and evaluate if any action needs to be taken by the District in order to improve any line of sight issues that may exist. Preto Boulevard lights will be monitored to ensure they are coming on at the proper time.

Mr. Luczynski noted that he had attended a meeting with the City of North Port and District staff to discuss FEMA's community rating system, which audits every 5 years. The more favorable rating, the lower flood insurance rates. FEMA has proposed new maps, but they have not yet been adopted. North Port is scheduled to be audited next year. Historically, the District has not been included in the audit and the City is looking for ways to increase the scores in the rating system to save on everyone's flood insurance rates. Mr. Luczynski asked that the District Engineer work with Stantec and Britt Surveying, who have completed the majority of the surveying across the District, in order to help create a base map reflecting all wetlands that have been preserved, storm water ponds, etc. These non-budgeted items will need to be expensed from the fund balances and are anticipated to be around \$50,000-\$100,000, as this is something that should be done before the next budget cycle because it impacts everyone in the District to get the most accurate information to FEMA to allow for the best rates or the best discount on those rates. Mr. Dobrin commented that the District retains the function of the drainage and asked if this was in the District's scope of powers. Mr. Luczynski responded that he felt it was within the scope of the District Board to aid the City of North Port on this project for the benefit of all District residents. Apparently FEMA is using outdated aerial mapping and updating those maps with current data will be beneficial to all.

K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:05 p.m. on a MOTION made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

RESOLUTION 2021-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Villages Improvement District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, Laws of Florida, being situated in the City of North Port and Sarasota County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 9th day of December 2021.

ATTEST:

WEST VILLAGES IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

December 9, 2021

West Villages Improvement District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the West Villages Improvement District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods, and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells, or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 630-4922, email wcrosley@sdsinc.org).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**
West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
2. **Email Address**
wcrosley@sdsinc.org

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider. If the costs of the third-party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT ("**Agreement**") is made and entered into by and between the following parties:

- A. West Villages Improvement District ("**Client**")
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

and

- B. Kutak Rock LLP ("**Kutak Rock**")
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client's Board of Supervisors.

III. CLIENT FILES

The files and work product materials ("**Client File**") of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client's expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Lindsay Whelan	\$295
Associates	\$250 - \$275
Paralegals	\$175

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

By: 

Its: Chairman

Date: 11/10/21

KUTAK ROCK LLP

By: _____

Its: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

**WORK AUTHORIZATION #3
AMENDMENT**

November 23, 2021

West Villages Improvement District

Subject: **Work Authorization #3 Amendment
West Villages Improvement District**

Dear Chairman, Governing Board:

Kimley-Horn & Associates, Inc. ("Engineer") is pleased to submit this work authorization to provide project engineering services for the West Villages Improvement District ("District"). We will provide these services pursuant to our current agreement dated June 23, 2015 (the "Agreement") as follows:

I. Scope of Work

West Villages Improvement District will engage the services of the Engineer, as Project Engineer to perform those services as outlined in **Exhibit A** attached to this Work Authorization, and attendance at meetings of the District's Governing Board as requested by the District. The purpose of this amendment is to extend the contract from September 30, 2021 to September 30, 2022 and increase contract fees from not to exceed \$60,000 to not to exceed \$100,000.

II. Fees

West Villages Improvement District will compensate Engineer in the amount set forth in the attached **Exhibit A**, pursuant to the hourly rate schedule contained in the Agreement in accordance with the terms of the Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This Work Authorization #3 Amendment, together with the Agreement, represents the entire understanding between the West Villages Improvement District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Kimley-Horn & Associates, Inc. We look forward to working with you.

<p>APPROVED AND ACCEPTED</p> <p>By: _____ Authorized Representative of West Villages Improvement District Date: _____</p>	<p>Sincerely,</p> <p>By: _____ Kimley-Horn & Associates, Inc.</p>
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EXHIBIT A

WORK AUTHORIZATION #3 PROFESSIONAL SERVICES FOR REGULATORY ASSISTANCE SERVICES FOR REUSE DISTRIBUTION SYSTEM FDEP PERMIT

PROJECT BACKGROUND

The West Villages Improvement District (District) Reuse Distribution System consists of a Florida Department of Environmental Protection (FDEP) permitted 4.82 million-gallons per day (MGD), annual average daily flow (AADF), slow-rate public access reuse system. The FDEP Permit (No. FLAB07114) was issued on March 17, 2020 and reporting became effective May 2020. Land application (R-001) is a reuse system which consists of a general reuse service area to serve existing and potential users with Part III public access reclaimed water provided by the Southwest Wastewater Reclamation Facility (SWWWRF). Reclaimed water may be supplemented by ground water from a well permitted by the Southwest Florida Water Management District. Reclaimed water from the SWWWRF and the supplemental ground water well is stored in PIL-1 storage pond.

PURPOSE

The purpose of this scope of services is to provide the District assistance to meet and maintain compliance with the FDEP Reuse Distribution System permit. The assistance includes developing documentation, schedules, manuals, reports, and databases with the goal to establish systems that can be provided to District operations staff to maintain the Reuse Distribution System in compliance with the permit. An increase in contract fees for continuing these services through September 30, 2022 and an extension of the contract schedule to September 30, 2022.

SCOPE OF SERVICES

TASK 1 - MONTHLY AND ANNUAL REPORTING PREPARATION

The Engineer will prepare the monthly and quarterly Discharge Monitoring Report (DMR). The prepared DMRs will be provided to the District for submittal to FDEP. The Engineer will provide the prepared DMRs prior to the FDEP deadline for submittal of the DMR. The District will provide the data that is required to complete the DMR, this includes collecting and testing samples for water quality as required in the FDEP Permit. The District will provide all laboratory results as backup to the Engineer.

The Engineer will prepare the ~~2020~~ 2021 Annual Reuse Report and provide the report for the District to review prior to submittal to the FDEP by January 28, ~~2024~~ 2022. The District will provide the data that is required to complete the ~~2020~~ 2021 Annual Reuse Report.

TASK 2 – DEVELOP REUSE DISTRIBUTION SYSTEM REQUIRED DOCUMENTATION

The Engineer will develop the following list of documents as required by the FDEP permit:

- Cross Connection Control Program Manual
- Operation and Maintenance Manual
- Certification (including sign and seal by Professional Engineer) of Record Drawings
- Reuse System User Notification

The Engineer will provide the documents for District review prior to submittal to FDEP. The District will provide available information as necessary to complete the documents.

TASK 3 – MAINTAIN REPORTING DATABASE, DOCUMENTS, AND SCHEDULE

The Engineer will maintain the follow information in spreadsheets:

- Historical flows and quality required to be reported by the permit
- Reuse storage pond inventory
- Schedule of permit requirements

TASK 4 – MISCELLANEOUS ASSITANCE

The Engineer will assist or complete the following task on an as needed basis at the direction of the District:

- Additional reporting not included in Task 1
- Permit Applications for new users
- Training of WVID to complete monthly and quarterly reporting and maintaining documents and databases.

Additional Services if Required

Services requested that are not specifically described in the Scope of Services above will be considered additional services and may be provided as a contract amendment. These services may include but are not limited to the following:

- Hydrogeological services
- Water Quality Testing
- Environmental Services

Schedule

The work shall commence upon execution of this Work Order and will be provided as mutually agreed with the District. It is anticipated that the services listed in the scope will meet the permitting requirements through ~~September 20, 2024~~ September 30, 2022.

Fees and Expenses

Professional will complete the above scope of services on a time and material basis, pursuant to the hourly rate schedule contained in the Agreement and not to exceed ~~\$60,000~~ \$100,000. Client agrees to pay all permitting fees.

Time and materials fee will be invoiced monthly based on hours complete and expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and the Kimley-Horn project number.