

**WEST VILLAGES IMPROVEMENT DISTRICT  
SPECIAL BOARD MEETING & ATTORNEY-CLIENT SESSION  
AUGUST 17, 2023**

**A. CALL TO ORDER**

The August 17, 2023, Special Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 11:05 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 Special Board Meeting had been published in the *Sarasota Herald-Tribune* on August 4, 2023, as legally required.

**C. ESTABLISH A QUORUM**

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

Chairman	John Luczynski	Present in person
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Absent
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	Michelle Krizen	Special District Services, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
District Engineer	Giacomo Licari	Dewberry
Operations’ Manager	Ryan Johanneman	Special District Services, Inc.

**D DISCUSSION REGARDING PUBLIC DECORUM AT BOARD MEETINGS**

Mr. Luczynski went over the District’s public comment policy that was adopted in 2016 and read aloud remarks pertaining to the policy, which is attached hereto.

**E. COMMENTS FROM THE PUBLIC**

Paul Maloney stated that the transportation impact fee agreement between the District and the City of North Port obligates the City to reimburse the District up to \$90,000,000 for impact fees collected by the City, specifically for District owned roads. The contract specifically states that the impact fees collected cannot be used outside the city limit. He stated that it was suggested in the community that if deannexation was successful by removing lands of the District from the City boundary, Sarasota County would reimburse the District if the City did not. Sarasota County is not a party to the agreement, nor is it obligated to reimburse the District, and accordingly, cannot

reimburse fees it does not have. In addition, the deannexation statute 171, Florida Statutes, only allows the transfer of real assets, not financial assets. Impact fees are financial assets and the statute makes no provision for the transfer of financial assets to the County. Mr. Maloney also commented on the funding for the US 41 improvements.

## **F. APPROVAL OF MINUTES**

### **1. June 27, 2023, Special Board Meeting & Attorney-Client Session**

Mr. Meisel stated that because of time constraints at the June meeting, the Board was not able to discuss the US 41 improvement project. He requested that the Board discuss this topic.

A **MOTION** was made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously approving the minutes of the June 27, 2023, Special Board Meeting & Attorney-Client Session, as presented.

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

Ms. Whelan advised that there was no need for an attorney-client session today.

## **H. GENERAL DISTRICT MATTERS**

### **1. Accept Notice of Contest of 2023 Urban Maps**

Mr. Crosley advised the Board that the District had received a letter from resident David Fernstrum contesting the accuracy of the urban area maps that were presented at the June Landowners' Meeting. Sarasota County will review the information provided by the District and grant an opinion within 30 days. A reply is expected sometime in August.

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

### **1. Consider Proposal for Playmore Roadway Resurfacing**

Mr. Licari went over the roadway resurfacing project and presented a map for a portion of Playmore Drive, west of Preto Boulevard, near the rear entrance of Islandwalk. This work has been contemplated for over a year. The sole bid received for the project was from Ajax Paving Company in the amount of \$304,124 and includes routine resurfacing of the road.

A **MOTION** was made by Mr. Luczynski, seconded by Mr. Lewis and passed unanimously approving the Ajax Paving Company proposal in the amount of \$304,124 for the Playmore Roadway Resurfacing Project, as presented.

### **2. Consider Cost-Share Agreement with Taylor Morrison on Roadway Expenses**

Ms. Whelan explained that homebuilder Taylor Morrison is planning a residential community of 877 homes on land that is adjacent to lands located within the District. Taylor Morrison intends to use District roadways to access the development, including construction traffic, and this agreement provides that Taylor Morrison will proportionately contribute to the District's cost and expenses to maintain and operate District improvements associated with those roadways. The amount due and owing by Taylor Morrison for the Shared Maintenance Costs shall be subject to change each



year in accordance with the expenses set forth in the District's final adopted fiscal year budget, as may be amended from time to time, all at the sole discretion of the District's Board of Supervisors.

Further, in order to have access to the property for development, Taylor Morrison will be required to extend a portion of West Villages Parkway southward from its current southern terminus. Once the roadway is constructed and development begins, Taylor Morrison will begin to be invoiced by the District a pro-rated share 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). Mr. Meisel asked whether the agreement was planned to be assigned to an HOA and Ms. Whelan replied that the agreement will be recorded and binding on the future landowners and is also intended to be assigned to either an HOA or a CDD that Taylor Morrison plans to establish.

A **MOTION** was made by Ms. Masney, seconded by Mr. Lewis and passed unanimously approving the Cost-Share Agreement with Taylor Morrison for Roadway Expenses, as presented.

### **3. Discussion Regarding Matters Related to GP Litigation**

This item will be discussed under Agenda Item J-1.

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

##### **1. Consider Matters Related to GP Litigation**

Ms. Whelan advised that the only update was that the trial date had been set to commence on August 12, 2024.

#### **K. UNIT OF DEVELOPMENT NO. 7**

##### **1. Consider Matters Relating to 2023 Bonds**

- **Consider Bond Financing Team Funding Agreement**

Ms. Whelan advised that the District has been requested to issue additional bonds for undeveloped areas in Unit 7 and that this agreement between the District and Mattamy Tampa/Sarasota was a standard form of agreement obligating the Mattamy Tamps/Sarasota to pay any costs associated with the bond issuance due diligence in the event that the bond does not close.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously approving the Bond Financing Team Funding Agreement, as presented.

- **Consider Rule G-17 Underwriting Agreement**

Ms. Whelan advised that this agreement between the District and FMS Bonds was a standard form of disclosure agreement required by the Municipal Securities Rulemaking Board. It was noted that FMS Bonds requires this form for an underwriting agreement to be executed for each bond issuance.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously approving the Rule G-17 Underwriting Agreement, as presented.

## **L. ADMINISTRATIVE MATTERS**

### **1. District Engineer**

Mr. Licari reported that Ajax Paving was the only bid received for the Unit of Development No. 3 Gran Paradiso resurfacing project. There are not enough reserve funds to complete the entire project valued at over \$1 Million. Ajax was asked to bid the work so the project could be done in phases and allow for reserve funds to be collected in the new 23/24 fiscal year. There was discussion about where the work would be performed. Mr. Meisel asked the District Engineer to reach out to the Gran Paradiso Property Owners Association to see where they believed the road resurfacing should start. Ms. Masney asked why the opinion of the POA would be sought regarding where the work should begin on District roadways. Mr. Luczynski requested that the District Engineer communicate with the POA regarding the areas he felt needed to be resurfaced and bring the proposal back to the next meeting for consideration.

### **2. District Attorney**

Ms. Whelan had no further items.

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

Mr. Johanneman reported that the Islandwalk outfall project created to capture stormwater draining from Islandwalk and eventually into the Myakka River, was underway and could be completed within the next two weeks. In addition, FPL has an issue related to approximately 80 lights from US 41 to Everglow Road and has reported that this matter could take as many as 40 days to resolve. This issue is not on the WVID side.

He advised that there were some instances where District irrigation sprinklers might be running soon after rainfall. Some instances that help explain why the system would be running shortly after a rainfall event could be because the irrigation technician manually turned on a portion of the system to visually inspect the system and identify any needed repairs, a valve could be stuck in the open position, or a moisture sensor on a pump station could have failed. Efforts for water conservation are being made by District staff. Each individual community is required to conserve irrigation water pursuant to their own required conservation plan.

### **4. District Manager**

Mr. Crosley reported that there was a change in the street lighting insurance claim from what was reported at the June meeting. When the District submitted the original insurance claim, there was approximately 85% of the known repairs completed with the hope of submitting a claim for the progress so far. District staff has been notified that the remaining repairs had been completed so submission of the claim was held to include those expenses and submit one claim for 100% of the damages. The claim increased approximately by \$5,000, bringing the total claim to greater than \$430,000.



Mr. Crosley also reported that there had been several staff calls with GovRates in regard to the new irrigation rates which will allow for the first public workshop to be scheduled soon. The process so far has been fact finding and information gathering being performed by GovRates.

Mr. Crosley also polled the Board to see if changing WVID meetings from 11 am to 10 am if the City's Chambers Room is available. There was consensus of the Board to change the meeting time if the City's Chambers Room is available.

Mr. Crosley noted that the fiscal year 2023/2024 meeting schedule would be considered at the September meeting.

## **M. BOARD MEMBER COMMENTS**

Mr. Meisel made an inquiry into the irrigation rate study by GovRates as to what was going on, and who participated in that. He was told those included have been the District staff, District Chairman and GovRates. Mr. Meisel also asked why a conference call with Doug Manson occurred with MS. Whelan, and GovRates. Ms. Whelan confirmed WVID staff and GovRates had one call with developer's counsel to 1) ask them to provide backup for capital installation costs and 2) provide well availability rate for negotiation if they wanted to renegotiate that term in the water supply agreement.

Mr. Meisel stated that he felt there could be discussion between two Board Members outside of a Board meeting as long as no action or decisions are made. Ms. Whelan responded that she did not recommend that Supervisors have discussions outside of a publicly noticed Board meeting as the Sunshine Law prohibits discussion on items that may potentially come before the Board, even if no action is taken. She advised Mr. Meisel to not attempt to communicate with Board members outside of a noticed Board meeting due to the requirements of the Sunshine Law.

Mr. Meisel asked why Unit No. 1 bond funds were not being used to pay for capital infrastructure in Unit 6. Ms. Whelan stated that Unit 6 bonds could theoretically be issued if desired by the Board, however she did not believe that Unit No. 1 bonds could be issued for those types of expenses because Unit No. 1 includes lands outside of the territory service of Unit No. 6 doesn't presently include all of the lands within Unit No. 6 that will ultimately be benefitted from the District's irrigation program. There was additional discussion regarding Unit No. 6 expenses related to the bonds.

Mr. Meisel commented on the US 41 Improvements Project and the fact that he felt, pursuant to the funding agreement with the Master Developer, that the District was on the hook for the \$20 Million and requested that the agreement be amended to remove the ability of the District to use bond funds to pay for the project. The Board reiterated its desire to not issue Unit 1 bonds to fund the US 41 Improvement Project and that any expenses that the District isn't able to fund from capital funds on hand, state and federal grant money, or other sources would be funded by the Master Developer pursuant to the terms of the funding agreement.

Mr. Luczynski explained the status of the US 41 Improvement Project and the reason for the delays that were associated with the engineering communication of the right-of-way utilities (wet utilities and dry utilities) which were obstructing the construction in the US 41 right-of-way. Most of the right-of-way issues have been resolved or will be resolved soon, and progress will be evident going forward. When available, updates will be made to the District website on the US 41 Improvement Project.

**N. ADJOURNMENT**

There being no further business to come before the Board, the Special Board Meeting was adjourned at 12:37 p.m. on a **MOTION** made by Ms. Masney, seconded by Mr. Lewis and passed unanimously.

  
Secretary/Assistant Secretary

  
Chair/Vice Chair

