



**WEST VILLAGES
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT
SARASOTA COUNTY**

**SPECIAL BOARD MEETING, ATTORNEY-
CLIENT SESSION & PUBLIC HEARING
FEBRUARY 16, 2024
10:00 A.M.**

Special District Services, Inc.
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AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
Chambers Room – City of North Port
4970 City Hall Boulevard
North Port, Florida 34286
SPECIAL BOARD MEETING, ATTORNEY-CLIENT SESSION
& PUBLIC HEARING
February 16, 2024
10:00 a.m.

- A. Call to Order
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- D. Discussion Regarding Public Decorum at Board Meetings.....Page 2
- E. Comments from the Public on All Agenda Items
- F. Approval of Minutes
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- I. Unit of Development 1
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 - 3. Consider Approval of Change Order No. 6 between the District and The deMoya Group, Inc. for Wellen Park Blvd. Roundabout & US 41/SR 45 Improvements Project.....Page 46
- J. Unit of Development 6
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 - 4. District Manager
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- N. Adjourn

NOTICE OF SPECIAL
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 Special Board Meeting (Meeting) of the Board on February 16, 2024, at 10:00 A.M. in the Chambers Room of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for improvement districts. A copy of the agenda for this Meeting may be obtained by contacting the District Manager by email at wcrosley@sdsinc.org, by telephone at 941-244-2805, or by visiting the Districts website, westvillagesid.org. This Meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this Meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at 941-244-2805. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager.

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

William Crosley, District Manager

West Villages Improvement District

WEST VILLAGES IMPROVEMENT DISTRICT

www.westvillagesid.org

Pub: Feb 6, 2024; #9795391

Remarks by WVID Chairman John Luczynski
Public Decorum at WVID Board of Supervisors Meetings
Updated: August 7, 2023

I'd like to take a few moments today to review the West Villages Improvement District public comment policy, specifically as it relates to public decorum during meetings and workshops.

The WVID policy includes rules governing decorum at public meetings and workshops, particularly when addressing the Board of Supervisors. However, outbursts during recent meetings have made it clear it was not only necessary for the Board to review the policy, but also take steps to ensure it is being properly enforced.

The policy, which was approved in 2016, definitively states:

- Community members wishing to speak must direct their comments to the Board as a whole, not a specific member of the Board or any staff member.
- No person, other than a Board member or staff member, can enter into a discussion with a public speaker while they are speaking, without the permission of the chairman or presiding officer.
- Speakers and attendees must refrain from disruptive behavior, making vulgar or threatening remarks, or launching personal attacks against the Board, staff or community members.

The WVID policy gives the chairman or presiding officer the discretion to remove attendees who disregard the rules from the meetings. In this scenario, the presiding officer may declare a recess and contact local law enforcement. If a person does not immediately leave the premise, the presiding officer may request that the person be placed under arrest.

The prevalence of disruptive behavior by some attendees has proven there is a need to strictly enforce the WVID public comment and public decorum policy. This includes adding a law enforcement presence, who will have the authority to remove attendees who have been deemed unruly and out of order.

The WVID Board of Supervisors encourages citizen participation and appreciates civil feedback from attendees. Thank you for your cooperation and support so that we may conduct business in a respectful and professional manner.

**WEST VILLAGES IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 11, 2024**

A. CALL TO ORDER

The January 11, 2024, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 10:07 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 December 29, 2023.

C. ESTABLISH A QUORUM

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

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

District Manager	William Crosley	Special District Services, Inc.
District Operations Manager	Ryan Johanneman	Special District Services, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
District Engineer	Giacomo Licari	Dewberry

D. DISCUSSION REGARDING PUBLIC DECORUM AT BOARD MEETINGS

Chairman Luczynski read the Board approved public decorum statement.

E. COMMENTS FROM THE PUBLIC FOR ALL AGENDA ITEMS

Pam Kantola questioned if the meeting was for the WVID or for Mattamy Homes, as the agenda items benefit Mattamy Homes, not the taxpaying residents in the District and that in her opinion the urbanization calculation used over the past 20 years should now reflect three resident seats on the Board.

Victor Dobrin voiced his concerns with the District’s urban area calculation and in his opinion only 4 out of 5 seats will transfer. He would prefer that the District continue to follow the current urban area calculation set forth in statutes instead of changing to a definitive calculation. He further noted that he does not want the irrigation program to be a profit center for the District.

Norma Camiletti noted that she does not understand the urbanization calculation and when residents transition to the Board, or the need to hire a lobbyist.

David Fernstrum thinks that the District is not following Florida Statutes regarding its urban area calculation, which is why he filed a lawsuit against the District.

Debbie Yasegian is tired of the relentless tirades of John Meisel to pursue deannexation, revised irrigation rates, upheaval of government, etc. In 12/22/23 correspondence, John Meisel stated that his e-mail was made as a resident and not as an elected official, stating that his emails show that his conduct is not as a public official. She does not support the indemnification of John Meisel.

Gil Theurer asked whether the insurance company made a determination on John Meisel being covered under the District's insurance policy for his recently filed ethics complaint and believes that indemnity should only be provided if he acted within his scope as a District Supervisor.

Paul Maloney indicated that the developer has provided over \$4 Million to subsidize irrigation rates, likely to continue for 10 years before a breakeven. This shows rates are not excessive but are actually inadequate to fund the irrigation program. He further noted that the public has been misinformed. John Meisel should not be indemnified due to his actions as a private citizen that brought the administrative complaint. Mr. Maloney referenced John Meisel's e-mail that his statements are as a private citizen exercising rights under the First Amendment. John Meisel confirmed in his own words that he is not acting in his Board capacity.

Commander Cranston urged the Board to vote against Resolution 2024-01, indemnifying John Meisel, noting that taxpayer money should not be spent on actions taken by John Meisel against the District which he swore to support in 2022. It is his belief that Mr. Meisel has spread misinformation about the wastewater treatment and water treatment plants; undermined the community's developer for fundraising for lawsuits against the District and misrepresented actual cost of deannexation from the City of North Port's boundary. In December John Meisel has received a ruling from the Commission on Ethics that he violated the ethics laws, and John Meisel continues his unethical behavior. Commander Cranston believes the community deserves a Supervisor that places fiduciary duty above personal benefit and further believes John Meisel should pay his own legal bills as his activities are as a private citizen and outside of his scope as a WVID Supervisor.

F. APPROVAL OF MINUTES

1. November 9, 2023, Regular Board Meeting

Supervisor Lewis stated that under Board Member Comments, Section L, the third paragraph, his comments should be revised in two locations (first and second sentence) to reflect "utility agreements" not "annexation agreements".

In addition, Supervisor Meisel stated that in Section L, in regard to Englewood Water District (EWD), the minutes should reflect discussion with the Board regarding John Meisel's desire for the District to amend the existing EWD agreement instead of terminating the existing agreement and entering into a new agreement in the future. Ms. Whelan clarified for the benefit of the public in attendance that WVID did not terminate the EWD irrigation supply agreement, EWD did. Based on Board discussion, it sounds like the Board is happy to amend the existing agreement but that based on discussions with EWD, they do not desire to do that. She stated that WVID cannot unilaterally amend or extend the agreement without EWD's consent.

In addition, in Section L, the second to last paragraph, the reference to 7,000 gallons should be changed to 700,000 gallons at build out.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel approving the minutes of the November 9, 2023, Regular Board Meeting, as amended.

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

Ms. Whelan advised that the Attorney-Client Session was not needed at this time.

H. GENERAL DISTRICT MATTERS

1. Consider Resolution No. 2024-01 – Adopting Defense and Indemnification

Resolution No. 2024-01 was presented, entitled:

RESOLUTION 2024-01

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 provided a summary of this agenda item. As discussed at the last Board meeting, District staff has received a timely request for indemnification of Supervisor Meisel relative to an administrative complaint filed against him. Pursuant to the District's indemnification policy, the District may indemnify Board Members and staff for their actions taken in furtherance of their official public duties, so long as there is not egregious conduct.

Upon receipt of the indemnification request, the complaint was forwarded to the District's insurance provider for determination of coverage. The District's insurance coverage is applicable when an elected official is acting within the scope of their duties as a Board Member and if they are found to have not violated any laws. At the last meeting, Mr. Meisel requested that this resolution be tabled until that determination by the insurance company as to whether the actions were within his scope as a Board Supervisor.

The insurance company has since advised the District that their standard practice for all clients is to reserve the right to insure, subject to the Supervisor being found to have not violated the law. If the elected official has violated the law, no insurance is available. If they are found to not have violated the law, the insurance company will only then conduct an inquiry as to whether the actions at issue were within the scope of the elected official's role. So, essentially, they defer an inquiry into the "scope" question until the legal violation question has been resolved.

As a result, unfortunately, staff was not able to get any clarity or determination from the insurance company relative to whether they consider these actions to be within the scope of Mr. Meisel's public role.

At this point, the Board has two options: 1) make a determination on whether you think indemnification is appropriate based on whether you believe Mr. Meisel was acting within or outside his public role; or 2) continue to defer this resolution until the pendency of the administrative action, which may provide more clarity on these issues. If indemnity is provided at the conclusion of the complaint process, then it can be provided on a reimbursement basis, similar to how the insurance policy works.

A **MOTION** was made by Mr. Meisel to vote on the matter now.

That **MOTION** failed for lack of a second.

Mr. Lewis stated he would not vote to indemnify at present since the actions appeared to be outside of the scope of Mr. Meisel's role as an elected public official. He was fine to vote today on denying indemnification, but felt it may be more prudent and fair to wait until the conclusion of the complaint process, similar to the insurance company's process, as there may be more information on the topic of scope and other matters that results from that process.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney deferring this matter until there is a determination from the Administrative Commission. Upon being put to a vote, the **MOTION** carried 4 to 0 with Mr. Meisel abstaining.

2. Consider Lobbyist/Consultant Agreement with Capital City Consulting, LLC

Ms. Whelan discussed that the Board in September directed District staff proceed with filing legislation to amend the District's special act to change the District's election process from a subjective calculation to a defined, numerical calculation that is not able to be disputed. She noted for the benefit of the public that the Board's direction to proceed with the legislative amendment was approved prior to the date that the urbanization lawsuit was filed.

To that end, the District has retained Capital City Consulting to lobby the state legislative and executive branches on its behalf. She explained that it is extremely difficult to get legislation passed in Tallahassee without the efforts of a lobbyist and indicated that lobbying is not her firm's area of expertise and so it is important to hire a professional lobbyist to shepherd the legislation through the legislative process.

District Counsel will coordinate lobbying efforts with Capital City Consulting in the event that there are any technical issues that legislators or legislative staff have that require Kutak Rock's assistance. She estimated that Kutak Rock's lobbying services would be minimal, if any, and likely less than \$5,000.

Due to the cost of the legislative amendment, staff is also suggesting hat additional provisions of the special act be reviewed and revised, namely removing the existing requirement that the City of North Port/Sarasota County approve all land acquisition transactions of WVID as this requirement is not normal for special districts of this type and is actually burdensome and costly for all government entities involved.

Another item that she wants the Board to consider including in the legislation is removing the City of North Port/Sarasota County consent requirement for the District's exercise of eminent domain within its boundaries. While the District presently has no desire to exercise eminent domain, removing this limitation is beneficial to the District's bonding rates, allowing us to get the most favorable tax-exempt rates that we can. This provision is also not normal for special district acts of this type.

At the request of the Chairman, Ms. Whelan responded to a question from the public on whether a lobbyist is required and stated that legally no, but functionally, it is extremely difficult to get legislation approved without lobbying assistance. She indicated that her experience lobbying assistance is always obtained relative to establishment and amendment of special district acts, and has previously been obtained for prior WVID boundary amendments.

Mr. Meisel indicated that he felt the Board was limited to paying \$60,000 for a lobbyist pursuant to a discussion at the September meeting based on Ms. Whelan's statement. Ms. Whelan indicated that she

was clear at that meeting that the amount she stated was a ballpark estimate based on amounts incurred related to prior boundary amendments. However since that meeting, a lawsuit was filed against the District relative to its urbanization calculation. Those boundary amendments were not subject to the same level of debate and attention as this matter is presently, and due to the current chaos within the District with litigation plus the timing between now and the 2025 session, so unfortunately the cost for lobbying services accordingly is increased. She discussed that the legislative team would work on this issue in the interim so that we are appropriately teed up for the 2025 session, as staff was not able to make all of the deadlines required for the 2024 session.

Mr. Meisel stated that he wanted to proceed with litigation instead of pursuing a legislative amendment.

Mr. Lewis inquired as to the length of the Capital City Consulting agreement and whether it reasonably tracks the 2025 legislative session. Ms. Whelan responded in the affirmative and explained the legislative process and timing between legislative sessions, that the 2023 and 2024 sessions were very close together but the 2024 and 2025 sessions are more than a year apart but that we need someone working on the District's behalf in the interim leading up to the 2025 legislative session. She indicated that the agreement timely terminates at the conclusion of the 2025 session.

Ms. Masney stated that she understood that authorization at the September meeting was to proceed with the legislative amendment and was not limited to cost, as Ms. Whelan merely provided an estimate of what legislative amendments for WVID cost historically for simpler boundary amendments. The Board concurred.

Mr. Meisel voiced his concerns regarding scope and feels that it is open ended to make any change that the lobbyists want to the special act. Ms. Whelan confirmed that the lobbyists were only going to pursue legislation on the topics that have been authorized by the Board. They are not going to include in the legislation, for example, the District's right to colonize Mars without the Board's consent and direction to do so. The only item currently authorized by the Board is the modification to the election method. Ms. Whelan further noted that she was seeking approval by the Board of the consent and eminent domain items discussed today to make most efficient use of District resources as these are items that have been long identified by staff as being inefficient and costly for the District and the local governments involved.

Mr. Meisel inquired with District Counsel as to whether the District was able to adopt a legislative amendment. Ms. Whelan explained that she was not a lobbyist but based on Florida Statutes and to her knowledge, the District is permitted to amend its special act by pursuing a legislation to do so.

A **MOTION** was then made by Mr. Lewis ratifying the agreement between Capital City Consulting, LLC and Kutak Rock LLP and to pursue modifying the District's enabling legislation to remove the City of North Port and Sarasota County consent requirements relative to the District's 1) land acquisitions and 2) exercise of eminent domain within its boundaries, in order to improve the administration of the District and other government entities. Ms. Masney seconded and upon being put to a vote, the **MOTION** carried 4 to 1 with Mr. Meisel dissenting.

3. Consider Representation from Kutak Rock, LLP in Connection with the Modification of the District's Enabling Legislation

This item was approved in the previously made **MOTION** above.

I. UNIT OF DEVELOPMENT NO. 1

1. Consider Ratification of Amendment to Solar Light Lease Agreement

Mr. Johanneman presented the agreement. In the original solar lighting agreement, the District agreed to the installation of 77 ISSL Plus solar light fixtures. Only 50 have been installed. The other 37 are in storage.

This Amendment changes the number of lights the Contractor will install on the District's property from 77 to 55. The other 22 will be installed on property owned by Lakespur at Wellen Park Homeowners Association, Inc. and Everly at Wellen Park Homeowners Association Inc. (11 each) at their expense, reducing the District's monthly lease payments.

A **MOTION** was made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously ratifying the Amendment to the Solar Light Lease Agreement, as presented.

2. Consider Resolution No. 2024-02 – Authorization of RFQ to Prequalify Landscape Contractors

Resolution No. 2024-02 was presented, entitled:

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING REQUEST FOR QUALIFICATIONS FOR PREQUALIFIED CONTRACTORS FOR DISTRICT CONSTRUCTION AND MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Johanneman advised that this resolution would approve an RFQ to update the list of prequalified contractors. He furthered that updating the prequalified list could only increase the prequalified vendors and does not affect the existing prequalified contractors previously selected by the District. Ms. Whelan added that the benefit of prequalifying contractors is that it saves time and money when you have a construction RFP when you already have a list of vendors that you've reviewed and have prequalified in accordance with Florida Statutes.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2024-02, as presented.

3. Discussion Regarding New Paver Crosswalks at Playmore and West Villages Parkway Intersections

Mr. Licari stated that District staff recently received a request from a resident to install crosswalks at the above-referenced intersections due to safety concerns. The estimated cost is approximately \$50,000.

Mr. Luczynski suggested that the Board approve Playmore/Preto but wait on the West Villages Parkway/Playmore intersection and bring that matter back to the Board for consideration in approximately 15 months.

Mr. Meisel stated that he felt the crosswalks should be painted and not install pavers to accommodate safety concerns and the aesthetics of those crosswalks could be completed at a later date. Ms. Masney asked about

construction cost increases. The Board indicated that they are amenable to advance purchasing all of the pavers now if necessary to save on costs.

A **MOTION** was made by Mr. Luczynski authorizing the District Engineer to proceed with the intersection of Playmore/Preto at this time and deferring consideration of the West Villages Parkway/Playmore intersection until approximately 15 months from now. Mr. Lewis seconded and upon being put to a vote, the **MOTION** carried 5 to 0.

J. UNIT OF DEVELOPMENT NO. 3

1. Consider Amendment to Rate Study Agreement for Additional Services

Mr. Crosley presented the amendment to the GovRates agreement who is currently working on an Irrigation Rate Study for the District. After discussions with GovRates, the District expressed a desire to have them evaluate whether a tiered rate structure is recommended, to be based on the manner in which customers are receiving water from the District. This alternative would involve two separate classes receiving different rates, customers with their own pump stations and customers receiving service through a pressurized line.

Mr. Meisel stated that he did not support this increase because he would like to see what GovRates has today from a rate perspective before we dissect that to determine if there is any benefit or value.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney approving the Amendment to the GovRates' Rate Study Agreement, as presented. Upon being put to a vote, the **MOTION** carried 4 to 1 with Mr. Meisel dissenting.

2. Review Chart of Survey of Irrigation Water Rates

Mr. Crosley presented a survey of public utility providers' current rates against WVID's current irrigation rates, which was requested by Mr. Lewis at a prior meeting. GovRates prepared the chart showing the requested research included in the agenda package.

Mr. Meisel asked why community meetings had not been scheduled on the irrigation rate study. Mr. Crosley advised that community meetings were to be scheduled once the rate study is further along. GovRates needs to finalize the structure of the proposed rates prior to making rate recommendations which necessitated the community education meetings discussed at prior Board meetings.

K. UNIT OF DEVELOPMENT NO. 6

1. Consider Work Authorization No. 3 Amendment 03 for Regulatory Assistance Services for Reuse Distribution System Florida Department of Environmental Protection Permit

Mr. Johanneman presented the amendment which extends the work authorization for Kimley-Horn's regulatory assistance services for reuse distribution system reporting to the Florida Department of Environmental Protection Agency for an additional year (10/1/23 to 10/1/24). The amendment will also increase the fees associated with the work authorization by \$100,000.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously approving Work Authorization No. 3 Amendment 03 for Regulatory Assistance Services for Reuse Distribution System Florida Department of Environmental Protection Permit, as presented.

2. Consider Agreement between the District and AMC Contracting, Inc. for Irrigation Distribution Line Repairs

Mr. Johanneman presented the proposed agreement between the District and AMC Contracting for construction services related to irrigation distribution line repairs serving the Stillwell at Wellen Park development. Mr. Johanneman stated that the District's involvement in these repairs were unique because of their proximity to District property and the potential issues that could result from failure/faulty workmanship, but that the project developer was going to fund the costs of this work.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously approving the agreement between the District and AMC Contracting, Inc. for irrigation distribution line repairs, as presented.

3. Consider Funding Agreement for Irrigation Distribution Line Repairs

Mr. Johanneman stated that this agreement would ensure funding by Stillwell at Wellen Park for the irrigation improvement repairs approved by the Board above.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the Funding Agreement for irrigation distribution line repairs, as presented.

L. UNIT OF DEVELOPMENT NO. 10

1. Consideration of Matters Related to Financing

Ms. Whelan stated that the District had previously established its Unit No. 10 which is the Village I development area, planned to be developed as the Palmera residential community, and the District is now starting the bond issuance process. For the benefit of the public, these proposed assessments and bonds do not affect existing developed properties. They only relate to currently undeveloped property owned by the master developer. The master assessment process will be kicked off today and we will come back in February to hold a public hearing on the approval of the master assessments.

a. Consider Preliminary Master Engineer's Report

Mr. Licari presented the preliminary Master Engineer's Report and went over the costs and scope and stated that the project costs were reasonable as to the size and scope of the project. He also noted that this was a two-phase project.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously approving the Preliminary Master Engineer's Report, as presented.

b. Consider Preliminary Master Assessment Report

Mr. Karmeris presented the Preliminary Master Assessment Report with charts and confirmed that the assessments were fairly and reasonably allocated to the benefitted properties.

Mr. Meisel asked whether there was an overall bonding plan for the District. Mr. Lewis stated that the District currently plans to issue bonds for each Village of development, but the amount is unknown and is based on the market and other conditions.

Ms. Whelan explained the concept of a master system of improvements to Mr. Meisel. Mr. Lewis indicated that it was important to note that the District has not issued bonds in any existing units, but rather the District has opted to establish new units of development so that it does not assess existing residents for continued public infrastructure development.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously approving the Preliminary Master Assessment Report, as presented.

c. Consider Resolution No. 2024-03 – Declaring Master Special Assessments

Resolution No. 2024-03 was presented, entitled:

RESOLUTION 2024-03

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT DECLARING SPECIAL ASSESSMENTS RELATIVE TO UNIT OF DEVELOPMENT NO. 10 WITHIN THE DISTRICT; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

Ms. Whelan indicated that this resolution declares the District's intent to levy and collect assessments to fund public improvements within Unit 10, as described in the Master Engineer's Report. The assessments will be made in proportion to the benefits received as set forth in the District's Master Special Assessment Methodology Report.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously adopting Resolution No. 2024-03, as presented.

d. Consider Resolution No. 2024-04 – Setting a Public Hearing on Master Assessments

Resolution No. 2024-04 was presented, entitled:

RESOLUTION 2024-04

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON

FEBRUARY 16, 2024, AT 10:00 A.M. AT THE CHAMBERS OF THE CITY OF NORTH PORT, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286 FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE WEST VILLAGES IMPROVEMENT DISTRICT UNIT OF DEVELOPMENT NO. 10 IN ACCORDANCE WITH CHAPTERS 170 AND 197, FLORIDA STATUTES, AND CHAPTER 2004-456, LAWS OF FLORIDA.

Ms. Whelan stated that this resolution sets a public hearing for 10 AM at February 16, 2024 at the City Commission Chambers, for the purpose of hearing public comments and objections to the proposed special assessment program for public improvements planned for Unit 10.

A **MOTION** was made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously adopting Resolution No. 2024-04, as presented, setting the Public Hearing for February 16, 2024.

e. Consider Resolution No. 2024-05 – Authorizing Bond Validation

Cynthia Wilhelm, Bond Counsel with Nabors Giblin Nickerson, presented Resolution No. 2024-05, entitled:

RESOLUTION NO. 2024-05

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$120,000,000 WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 10), IN ONE OR MORE SERIES; APPROVING THE FORM OF A MASTER TRUST INDENTURE; APPOINTING A TRUSTEE, REGISTRAR AND PAYING AGENT; APPROVING A CAPITAL IMPROVEMENT PROGRAM; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE BONDS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Wilhelm advised that this resolution authorizes the District to proceed with the validation of not to exceed \$120,000,000 in Capital Improvement Revenue Bonds to finance the capital improvement plan set forth in the approved preliminary Engineers Report and appoints US Bank as Trustee. This resolution also sets the maximum amount of debt that can be issued in subsequent bond issuances in connection with this master trust indenture, which is attached as an exhibit.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2024-05, as presented.

M. ADMINISTRATIVE MATTERS

1. District Engineer

There was no District Engineer Report at this time.

2. District Attorney

Ms. Whelan reported on the irrigation litigation, specifically that the District had an appellate oral argument scheduled for early December as previously reported to the Board. Thereafter the District received an order from the 2nd DCA that “per curiam affirmed” the preliminary injunction order, which means that while the court declined to overturn the trial court order, it did not provide the District with its rationale or reasons why it declined to overturn the preliminary ruling. Since the District did not get relief from the preliminary injunction order from the 2nd DCA, the next logical step is to get back in front of the trial court to seek to set aside the preliminary injunction order due to the April 2023 supplemental ratemaking hearing held by the District which both ratified the previously-imposed rates and re-adopted the 2018 rate study to remedy any alleged defect in noticing of the 2018 hearing, as well as re-adopted the current rates until the conclusion of the ongoing 2023 rate study, which the Board had authorized at the same time, so that the District has validly-adopted rates in place to enable it to continue to provide irrigation service to Wellen Park on a continuing basis until resolution of the litigation. Recall that the trial court order was a preliminary order, not a final order or ruling on the case between the GPHOA and WVID, and the injunction was only granted because Judge Carroll believed that there was a noticing defect in WVID’s original 2018 ratemaking hearing. So even though the District disputes that Sunshine Law claim, it has ultimately corrected any defect. As a reminder, none of the substantive issues relative to the litigation have been determined, and a trial is presently set for late summer 2024.

In regard to the assessment litigation, and as previously reported to the Board, the District has a Motion for Summary Judgment hearing scheduled for January 16th. Plaintiffs had recently filed a motion to continue that hearing, which was denied by Judge Brewer so that hearing date stands. The District has received a reservation of rights letter relative to this litigation whereby the insurance company has tentatively agreed to provide \$100,000 of insurance coverage pending how the pleadings materialize.

Additionally, with respect to the urbanization litigation, the District has timely filed an answer but otherwise there is no further update.

Mr. Meisel inquired as to who prepares the notices and coordinates advertising of the 2018 notes. Mr. Crosley responded that District staff coordinates the legal advertisements.

Mr. Meisel inquired as to what the process was if landowners and residents pursue recovery against District staff for improperly publishing notices. Ms. Whelan explained, pursuant to the District’s indemnification policy, both Supervisors as well as staff are to be indemnified for actions that they take in furtherance of their official roles. If an action is filed against staff, staff would seek indemnification by the District pursuant to that policy and their legal fees and any applicable judgments against them would be paid by the District.

Mr. Meisel inquired about the scope of the Kutak Rock and Special District Services’ insurance policy. Ms. Whelan stated that whether and to what extent Kutak Rock and Special District Services are insured is irrelevant to this inquiry since, as she just explained, District indemnification would be sought for actions taken by staff in connection with their work on behalf of the District.

3. District Operations’ Manager

Mr. Johanneman reported that the District was moving forward with the repairs of the GP guardhouse and roof.

4. District Manager

Mr. Crosley advised that the next meeting was scheduled for February 16, 2024.

L. BOARD MEMBER COMMENTS

Mr. Meisel asked if the March Board Meeting could be moved to a later date. The Board provided direction to staff to try to find another meeting date the third week of the month, if possible, and to provide an update at the February meeting.

Mr. Meisel reviewed the Local Bill Policies and Procedures Manual and asserted that the document prevents amendment of WVID's special act relative to the revising of the District's election process and the fact that this is being pursued is an egregious oversight and the lobbying contract should be cancelled. Mr. Meisel also stated that he feels that attempting to change the District's turnover provisions from a subjective to an objective standard is being done to retain landowner-elected seats on the Board. Ms. Whelan stated that staff had already reviewed this issue and determined a legislative amendment was compliant with Chapter 189, F.S. and the District's enabling legislation, but she was happy to reach out to the lobbying team to review Mr. Meisel's inquiry and report back to the Board.

Mr. Luczynski commented that Mr. Meisel's statement was false when he stated that the proposed change to the WVID's enabling legislation was being done to benefit the developer by allowing longer control of the District Board. The change is needed to stop the foolishness that has occurred over the past years by endlessly debating when another seat should convert over to a resident based on a subjective calculation in favor of a clear, indisputable turnover requirement which stops the infighting and preserves District financial resources.

M. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:25 p.m. on a **MOTION** made by Mr. Lewis, seconded by Ms. Masney and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

WEST VILLAGES IMPROVEMENT DISTRICT

SIGN-IN SHEET

MEETING DATE: January 11, 2024

Please print your name & address below.

Print Name **LEGIBLY**

Address/Company

Alana Galko Nick Galko	20473 Benisimo Drive Venice
Kary & Jerry Wimbush	23
Jim CRANSTON	20880 GRANLAGO DR. GV
NEIL BRADY	11799 ALESSANDRO LN.
Arthur Adams	19415 Solerano St.
Paul Malang	13740 Yelma St.
Tim MATZ	11569 Tapestry Ln
Phil Shket	12537 Sun Lane
Vol San Leon	2570 Sunset
ALEX CAMBRERO	20870 GRANADO DR
Shawn Bray	20649 Granlago Dr
Larry Cobb	11583 Alessandro Lane
TOM DESANO	13847 KARINA ST
Bob Hughes	12560 Gibraltar Ct #101
VICTOR DOBRIN	20327 REALE CIR.
Tamara	Gran Tradido
Bob & Sue Asher	20339 GRANLAGO DR. V
Fred Pasquasi	13349 Campanile Ct Venice
BRUCE & GYILL THEUREN	19251 LAPPACIOS

Good morning, my name is Paul Maloney and I would like to discuss two topics today:

First, fourteenth century philosopher William of Ockham posited that of two competing theories the simpler explanation is to be preferred.

In December, through social media, Mr. Meisel issued an almost 3,000-word criticism of the WVID and the City of North Port regarding irrigation water rates and de-annexation.

The truth of the matter is much simpler.

To date, the developer has provided over \$4.0 million dollars to subsidize the irrigation water rates. A recent consultant's study estimates this subsidy will continue for another 10 years before the irrigation water rate could be shared equitably among residents and businesses.

The fact the current rates must be subsidized is proof that the irrigation water rates are not excessive but are, in fact, inadequate.

Again, the public has been misinformed. Residents need to know the facts.

Second, in terms of Mr. Meisel's appearance before the Ethics Commission as I stated in a previous Board meeting, Mr. Meisel should not be indemnified with our tax dollars.

It is Mr. Meisel's actions as a private citizen that brings him before the Ethics Commission and not his work as a Board Supervisor. Mr. Meisel makes this abundantly clear in his social media posts where he states and I quote;

"I also need to clarify that this update is being made in my capacity as a resident and not as an elected representative of the West Villages Improvement District." "I am exercising my rights under the first amendment." There you have it: Mr. Meisel confirms, in his own words, that he is acting as a private citizen and not a Board member. This is an easy decision for the Board.

WVID Meeting, January 11th 2023

Good morning WVID Supervisor, Staff, ladies and gentlemen.

I am CDR Jim Cranston, from Gran Paradiso. I have come today to reiterate and implore the District Supervisors to vote against Resolution 2024-01, which would indemnify and pay for Mr. Meisel's legal defense expenses, against several ethics complaints, filed against him, with the Florida Commission on Ethics.

Taxpayer money should not be spent on actions Mr. Meisel has taken as a private citizen, against the WVID community, which he has sworn to support in December 2022. Here are 4 specific examples of his misbehavior:

1. He has falsely claimed, to Wellen Park security personnel, that he was a City of North Port official, in order to receive preferential treatment while on private property.
2. He is and has promoted secession (via WV4RG) and frivolous legal action against the very board of supervisors, to which he was elected.
3. Mr. Meisel has spread misinformation about funding instruments for the Water Treatment and Waste-water Treatment Plants.
4. As a "sworn fiduciary and supervisor" of WVID, he has undermined our community's development by:
 - a. Raising monies for litigation against WVID, and
 - b. Completely misrepresenting the "actual" costs of de-annexation to homeowners.

As an aside, ethics complaints that Mr. Meisel has called "frivolous", have already earned him an ethics violation from the Dec 6th Probable Cause Hearing at the FL Comm. on Ethics. Mr. Meisel continues his unethical misbehavior, in light of the fact that several more serious complaints, against him, are currently being deliberated by the FCE.

Our community deserves better ... a good, ethical public servant, who places the fiduciary interest of the WVID, Wellen Park and the West Villages, ... above his own agenda. When the Florida Commission on Ethics finds that Mr. Meisel's continued misbehavior is not befitting the public office to which he was elected,... then HE must be personally held accountable for HIS actions and pay for HIS own legal defense.

THEREFORE, please vote "NO" on Resolution 2024-01, for the District should not indemnify Mr. Meisel for his activities as a private citizen and well outside the course and scope of his responsibilities as a District Supervisor.

Thank you for the opportunity to address you.

My best,

Jim Cranston, CDR/USN(Ret)
USCG Lic. Ship's Master
860-884-1233

Good morning, Board of Supervisors.

As a private citizen and resident of the West Villages Improvement District, I express my deep concern about the proposed approach to resolving the ongoing questions surrounding the fair calculation of the urbanization rate. My concern stems from the narrow definition of "urban area" being considered.

Urban areas are defined not only by housing lots, but also by the presence of key elements like access roads, commercial districts, medical facilities, government offices, and leisure/entertainment zones. Excluding these crucial aspects, as the current formula invented by the Board seems to do, could significantly underestimate the actual level of urbanization.

It's likely that including preserves, lakes/ponds would push the area outside residential developments to around 30%. If the Board's current formula remains unchanged, with its 12,000-acre denominator and potential 70% maximum numerator (achieved by excluding the aforementioned elements), the enabling legislation (HB 1557, Chapter 2004-556) determines a maximum of only three board seats ever being transferred to residents. Ultimately, the residential areas will be below 90% and residents permanently denied the fifth seat intended by the enabling legislation.

Furthermore, I believe the population density thresholds outlined in the legislation have already been met, indicating an urbanized area exceeding the 25% threshold. These facts make it clear: The proposed \$200,000 expenditure on lobbying and legal firms to alter existing laws and delay the fair transfer of WVID board seats is not only unfair to residents who will bear the financial burden via assessments, but also contradicts the very spirit of the enabling legislation.

Therefore, I strongly urge you to reconsider and stop this course of action and work towards a more accurate and inclusive definition of "urban area" that reflects the true character of our community. Let us ensure that the rightful representation of residents enshrined in the enabling legislation is not undermined.

Thank you for your understanding and consideration of this critical matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Victor Tobac".

01.11.2024

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 February 16, 2024, at 10:00 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 Districts 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 02/06/24;#9795392

**PRELIMINARY AGREEMENT REGARDING
CERTAIN DEVELOPMENT ASPECTS OF SCHOOL SITE**

This Agreement is made this ____ day of _____ 2024 (the "Effective Date"), by and between **MANASOTA BEACH RANCHLANDS, LLLP**, a Florida limited liability limited partnership ("Manasota"), and **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a public body corporate ("School Board").

RECITALS:

A. Manasota and School Board previously entered into an Exchange Agreement dated October 20, 2020, as amended (the "Exchange Agreement").

B. Pursuant to the Exchange Agreement, School Board acquired from Manasota a site for a future school or schools (the "School Site").

C. Attached hereto as Exhibit "A" is a preliminary site plan for the School Site (the "Preliminary Site Plan"). It is understood that the Preliminary Site Plan is subject to change over time as the actual site design is refined and finalized.

D. Pursuant to the terms of the Exchange Agreement, Manasota is in the process of constructing certain infrastructure improvements that will serve and benefit the School Site, including but not limited to an extension of Manasota Beach Road ("MBR") along the north side of the School Site, with right and left stacking/turn lanes at the two planned access roads leading to or into the School Site (the "MBR Turn Lanes").

E. Manasota may cause its affiliated entity Wellen Park Construction, LLLP, a Florida limited liability limited partnership ("WPC"), undertake and perform any construction activities contemplated herein by Manasota.

F. In conjunction with School Board's acquisition of the School Site, Manasota granted to School Board a temporary access easement to the School Site until the MBR extension is completed, which temporary access easement is recorded in the Official Records as Instrument #2021094421, Public Records of Sarasota County Florida (the "2021 Temporary Easement").

G. The parties desire to enter into this Agreement for the purpose of facilitating the development of the School Site, as well as certain other adjacent properties owned by Manasota pursuant to the Exchange Agreement or as the parties may determine is in their mutual best interests.

H. Words and phrases defined in the Exchange Agreement shall have the same meaning when used in this Agreement. The terms contained in this Agreement shall control if in conflict with the terms contained in the Exchange Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Preliminary Agreement. The purpose of this preliminary agreement is to set forth the preliminary understanding and agreement of the parties regarding their mutual desire and efforts to cooperate with each other to proceed with the initial development stages of the School Site, as well as certain adjacent properties owned by Manasota in general accordance with the Exchange Agreement. It is understood that many aspects of the development of the School Site are still preliminary in nature and not yet finalized. However, it is in all parties' best interests to cooperate and coordinate their mutual development efforts while the plans and specifications for the School Site are being finalized (including all related infrastructure improvements). Accordingly, the parties intend to supplement this preliminary agreement with amendments and/or an amended and restated agreement (collectively a "Future Amended Agreement") as the parties deem reasonably necessary or desirable to memorialize further details of their agreement to develop the School Site, as well as certain of Manasota's adjacent properties. Either party may elect to designate an authorized person or representative to negotiate, approve and execute any Future Amended Agreement.

2. School Board Conveyances to WVID.

a. Areas A, B and C. Attached hereto as Exhibit "B" is a markup of the Preliminary Site Plan that depicts Areas A, B and C, more particularly described as follows:

Area A. Stormwater management facilities and wetlands in the northwest portion of the School Site just south of MBR, which includes a 12' wide concrete trail to be constructed along the south and east side of Area A.

Area B. Stormwater management facilities and wetlands in the northeast portion of the School Site just south of MBR.

Area C. Existing drainage ditch near the southern boundary of the School Site (the "South Ditch"). School Board shall clean out and enlarge the South Ditch as needed to conform with the School Site plans and specifications.

Once the work and facilities in Areas A, B and C are constructed and completed, School Board shall convey and WVID shall accept Areas A, B and C to the West Village Improvement District ("WVID"). Upon such conveyance, WVID shall be responsible for the maintenance, upkeep and repair of Areas A, B and C.

b. East Access Road. As discussed in paragraph 4 below, once the East Access Road is constructed and completed, the parties shall convey their respective interests in the East Access Road to WVID. Upon such conveyance and acceptance, WVID shall be responsible for the maintenance, upkeep and repair of the East Access Road.

c. Additional Conveyances. The parties agree to make any additional conveyances to WVID as contemplated elsewhere in this Agreement.

3. Temporary Construction Easements. Currently the parties contemplate that two temporary construction easements will be needed for the development of the School Site, namely:

a. Expanded Area A. Attached hereto as Exhibit "C" is a sketch and description that depicts Area A as well as other adjacent areas to the south of Area A ("Expanded Area A"). Manasota, at its sole expense, shall create the most westerly stormwater facility within Expanded Area A ("Pond A"), and deposit the fill dirt from Pond A onto the southerly portion of Expanded Area A. School Board shall reimburse Manasota for all the costs reasonably associated with Manasota's permitting and excavation of Pond A, as well as the fill dirt relocation, provided such costs are generally consistent with the Infrastructure Improvements Cost Estimate prepared by Frederick Derr and Company, Inc. School Board shall grant Manasota a temporary construction easement across Expanded Area A for such work, in a format similar to the 2021 Temporary Easement.

b. Easterly Drainage Ditch. At the time School Board begins its clearing development of the School Site, School Board shall excavate and construct, at School Board's sole expense, a temporary drainage ditch on Manasota's property directly adjacent to the easterly boundary of the School Site (the "Easterly Drainage Ditch"). The Easterly Drainage Ditch shall be located within the area depicted on Exhibit "D" attached hereto (the "Easterly Drainage Ditch Area"). Manasota shall grant School Board a temporary construction easement across the Easterly Drainage Ditch Area in a format similar to the 2021 Temporary Easement. The purpose of the Easterly Drainage Ditch is to allow for stormwater flowage from the area in the vicinity of the southeasterly corner of the School Site northerly to MBR. This ditch will become unnecessary once Sarasota County completes its proposed River Road stormwater retention improvements, which improvements will allow for stormwater flowage from the area in the vicinity of the southeasterly corner of the School Site easterly to the River Road stormwater improvements.

4. East Access Road. Attached hereto as Exhibit "E" is an enlargement of the northeasterly portion of the Preliminary School Site Plan depicting (a) the east access road for the School Site (the "East Access Road"), and (b) the approximate location of a proposed lift station (the "Lift Station"). School Board, at its sole expense, shall design, permit and construct the East Access Road (the "East Access Road Improvements") to a point just south of the proposed driveway running west into the School Site. The East Access Road will be located on the School Site and on property owned by Manasota to the east on the boundary line of the two (2) parcels. School Board shall grant Manasota a permanent access easement across the area of the East Access Road owned by School Board as depicted on Exhibit "F" attached hereto, and Manasota shall grant School Board

a permanent access easement across the area of the East Access Road owned by Manasota as depicted on Exhibit "G" attached hereto. These access easements shall be in a format similar to the 2021 Temporary Easement, revised to remove the temporary aspect of the easement. Once the East Access Road Improvements are completed, (i) Manasota shall reimburse School Board for one-half of the cost of designing, permitting and constructing the East Access Road Improvements, and (ii) the parties shall convey the East Access Road property (including the East Access Road Improvements) to WVVID, as discussed in paragraph 2.b. above.

5. Lift Station. School Board shall design, permit and construct the Lift Station which shall serve the School Site as well as Manasota's adjacent properties to the east and north of the School Site. Once the Lift Station is completed and conveyed to the City of North Port, Manasota shall reimburse School Board for any pro rata capacity of the Lift Station that is in excess of the capacity needed to serve the School Site. By way of example only, if hypothetically it is determined that the School Site will require 45% of the capacity of the Lift Station, then Manasota shall reimburse School Board 55% of the cost of designing, permitting and constructing the Lift Station.

6. Turn Lanes. Pursuant to Article 13 and paragraph 4.D. of the First Amendment to Exchange Agreement, School Board has previously approved the design, specifications and contractor's cost estimate of constructing the MBR Turn Lanes in the amount of \$347,470.85. Both parties agree to have the roadwork, including turn lanes required for the new school, completed except for the final asphalt paving, striping, landscaping and signage installed so these roadways can be accessed and used for the school construction by the School Board. Upon completion of the preliminary portion of the work which at the time of execution of this agreement has been completed by Manasota and is being used for the construction of the school, the School Board shall reimburse Manasota the partial amount(s) invoiced. Upon completion and acceptance by WVVID of the MBR Turn Lanes, including final improvements such as final asphalt coat, striping, signage and landscaping, the School Board shall reimburse Manasota the balance due, provided the total amount paid by the School Board for the MBR Turn Lanes shall not exceed \$347,470.85.

7. Reimbursement. This Agreement contains various reimbursement obligations of both parties. If any such reimbursement obligations are owed by both parties in the approximate same timeframe, such reimbursement obligations may be offset so one party may only owe the difference to the other party. By way of example only, if hypothetically it is determined that School Board owes Manasota \$100,000, and Manasota owes School Board \$130,000, then Manasota shall reimburse School Board \$30,000. Any party seeking reimbursement shall supply the other party with reasonable back-up materials and information, including how the reimbursement amount was calculated. All reimbursements shall be made within sixty (60) days of request.

8. Manasota Surety Bond. As stated in Recital D above, Manasota was required to construct certain infrastructure improvements, including an extension of MBR. Pursuant to the terms of the Exchange Agreement, Manasota posted a Surety Bond related to such construction work, which construction work is now substantially completed. Accordingly, School Board hereby agrees that the Surety Bond can be released and returned to Manasota. The parties acknowledge and agree that the School Board has timely satisfied its obligation to provide a site plan, including turn lane information required by paragraph D of the infrastructure improvements included within the agreement.

9. Miscellaneous.

a. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties.

b. Headings. The article headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

c. Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. Except to the extent provided otherwise herein, the failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

d. Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Florida.

e. Third-Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary, or otherwise.

f. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings relating to this Agreement. This Agreement may be amended or supplemented only by an instrument in writing executed by both of the parties hereto.

g. Execution in Counterparts. This Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the parties' signatures to one or more of such counterpart signature pages; all such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signatories have signed a single signature page.

h. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

If to Manasota: Manasota Beach Ranchlands LLLP
19503 South West Villages Parkway
Venice, FL 34293
Attention: Rick Severance, Manager
Telephone: (941) 999-4822 x108
Email: rick.severance@mattamycorp.com

With a copy to: Manasota Beach Ranchlands LLLP
4901 Vineland Road, Suite 450
Orlando, FL 32810
Attention: Nicole Marginian Swartz, Esq.
Telephone: (407) 845-9191
Email: nicole.swartz@mattamycorp.com

If to School Board School Board of Sarasota County
1960 Landings Boulevard
Sarasota, FL 34231
Attention: Terry Connor, Superintendent
Telephone: 941-927-9000
Email: terry.connor@sarasotacountyschools.net

and

Director of Planning
7889 Fruitville Road
Sarasota, FL 34230
Telephone: 941-927-9000, ext. 68052
Email: diane.cominotti@sarasotacountyschools.net

With a copy to: Shumaker, Loop & Kendrick, LLP
240 S. Pineapple Ave., 10th Floor
Sarasota, FL 34236
Attention: Daniel J. DeLeo, Esq.
Telephone: (941) 364-2740
Email: mmckinley@shumaker.com

If to District: West Villages Improvement District
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Todd Wodraska, District Manager
Telephone: 561-296-1933

Email: twodraska@sdsinc.org

Any such notices shall be (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (c) sent by electronic mail, in which case notice shall be deemed delivered on the day of transmission of such notice and confirmation of such transmission, or (d) sent by personal delivery, in which case notice shall be deemed delivered on the day of actual delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

i. Construction. The parties acknowledge that the parties and their counsel have participated in the drafting of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. Whenever required by the context, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

j. Electronic Transmissions. The parties may evidence their acceptance of this Agreement by electronic transmission of a copy of this Agreement bearing the respective party's signature, and such copy shall be binding for all purposes as fully as a copy bearing the original signature of such party.

k. Venue; Process. The parties to this Agreement agree that jurisdiction and venue shall properly lie in the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida, or in the federal court (Middle District of Florida) that is located in Sarasota or closest thereto with respect to any legal proceedings arising from this Agreement, that all legal proceedings arising under this Agreement shall be brought only in one of the courts listed above, and that the mailing of any process shall constitute valid and lawful process against them.

l. The parties confirm and acknowledge there is no default under the Exchange Agreement, as amended, and the terms and conditions of the Exchange Agreement shall and do remain in full force and effect, and the parties shall remain bound thereby.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

Signed by Manasota on _____, 2024

MANASOTA BEACH RANCHLANDS, LLLP, a
Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware
limited liability company, as its General Partner

By: Thomas Ranch Manager, LLC, a Delaware
limited liability company, as its Manager

By: _____
Richard P. Severance
As its Vice President

Signed by School Board on _____, 2024

**THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA**, a public body corporate

By: _____
Print Name: _____
Title: _____

APPROVED FOR LEGAL CONTENT
Date: _____, 2024

**ATTORNEYS FOR THE SCHOOL BOARD OF
SARASOTA COUNTY**

By: _____
Print Name: _____
Name of Firm: Shumaker, Loop & Kendrick, LLP
Address: 240 S. Pineapple Ave., 10th Floor
Sarasota, FL 34236

JOINDER BY AND CONSENT BY WPC

WPC hereby joins in and consents to the provisions of this Agreement.

Signed by WPC on _____, 2024

WELLEN PARK CONSTRUCTION, LLLP, a
Florida limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware
limited liability company, as its General Partner

By: Thomas Ranch Manager, LLC, a Delaware
limited liability company, as its Manager

By: _____
Richard P. Severance
As its Vice President

JOINDER BY AND CONSENT BY WVID

WVID hereby joins in and consents to the provisions of this Agreement.

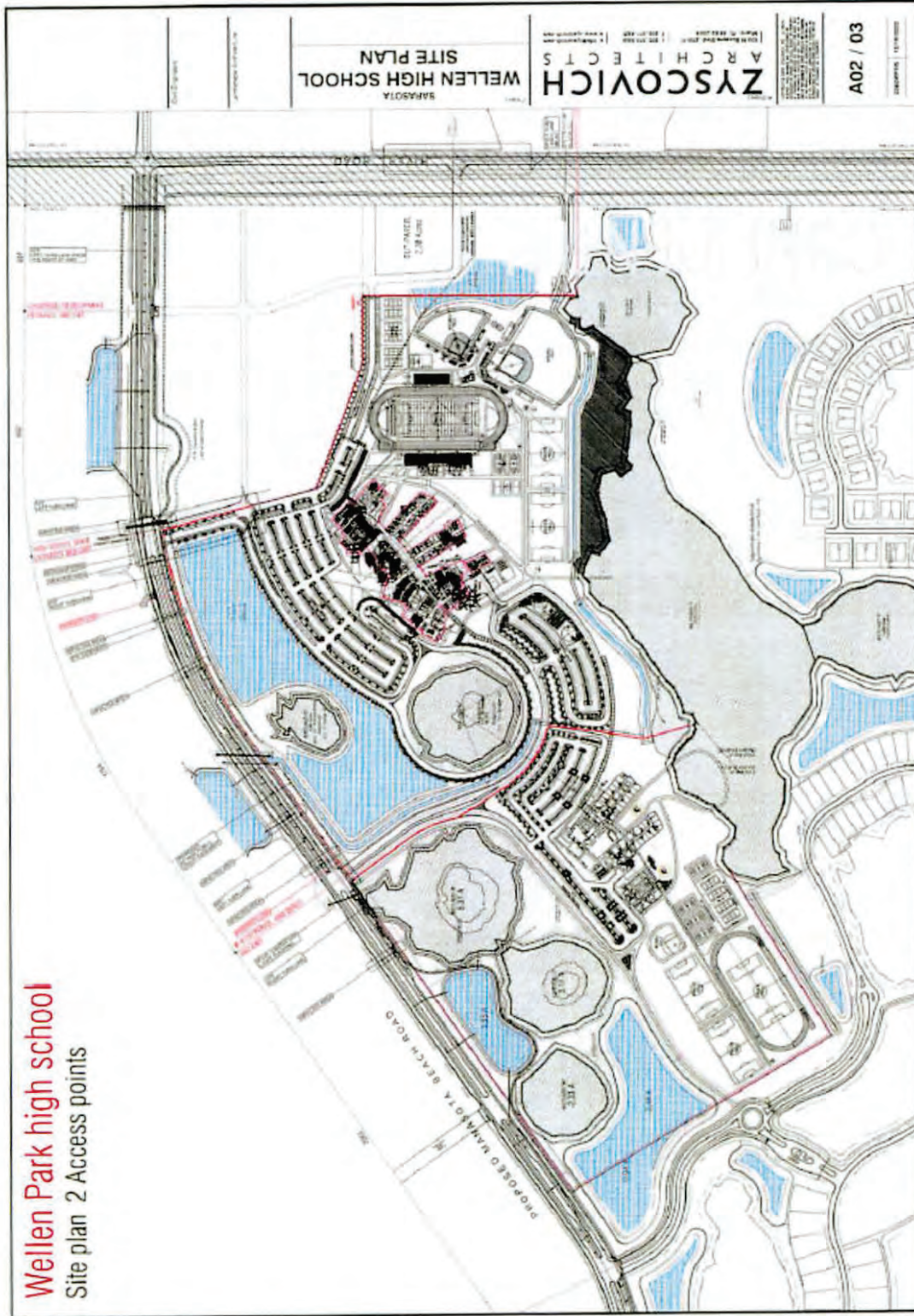
Signed by WVID on _____, 2024

WEST VILLAGES IMPROVEMENT DISTRICT

By: _____

Print Name: _____

As its _____



PRELIMINARY SITE PLAN OF SCHOOL SITE

EXHIBIT "A"

EXHIBIT "B"

PRELIMINARY DEPICTION OF AREAS A, B AND C

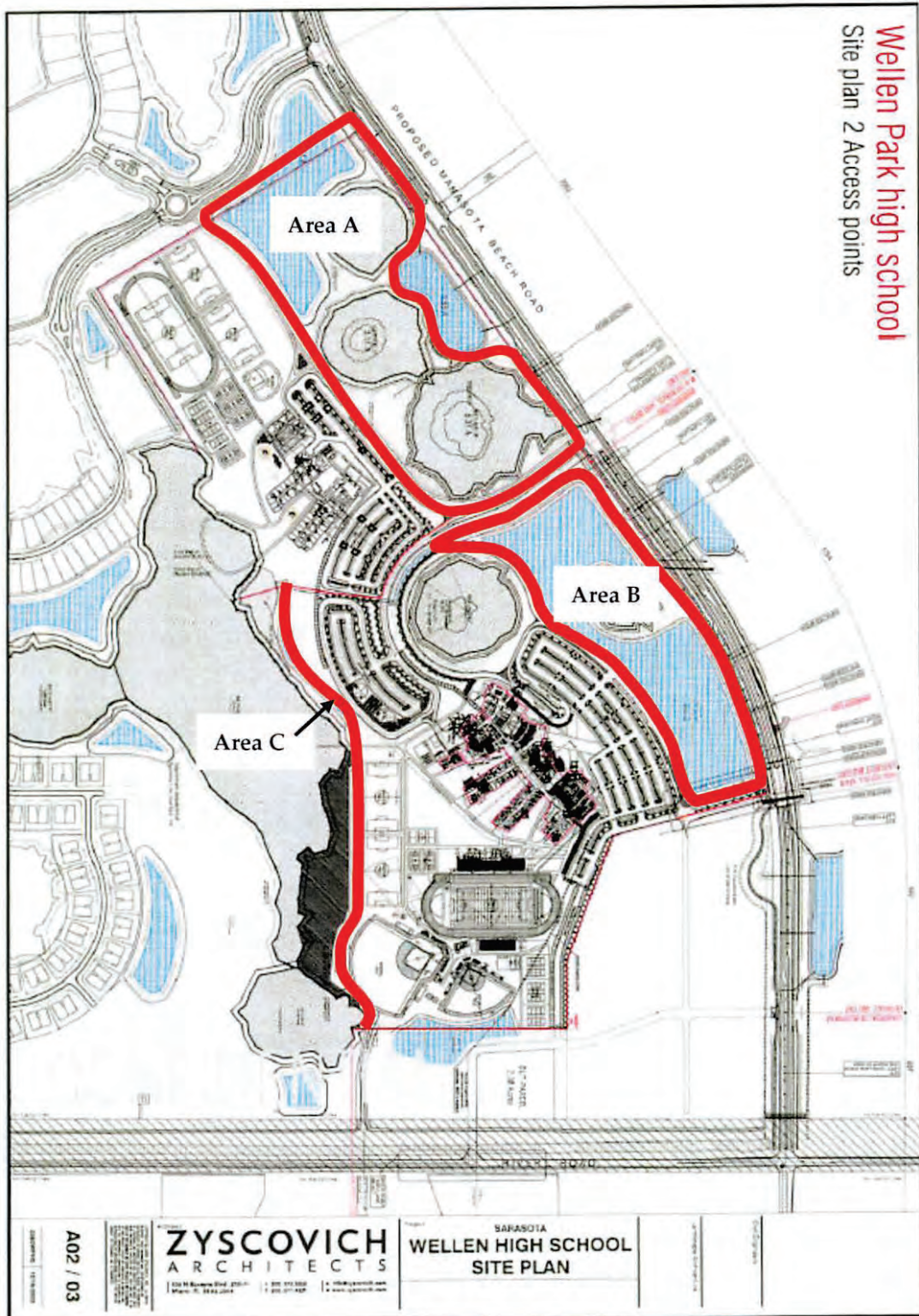


EXHIBIT "C"

SKETCH AND DESCRIPTION OF EXPANDED AREA A

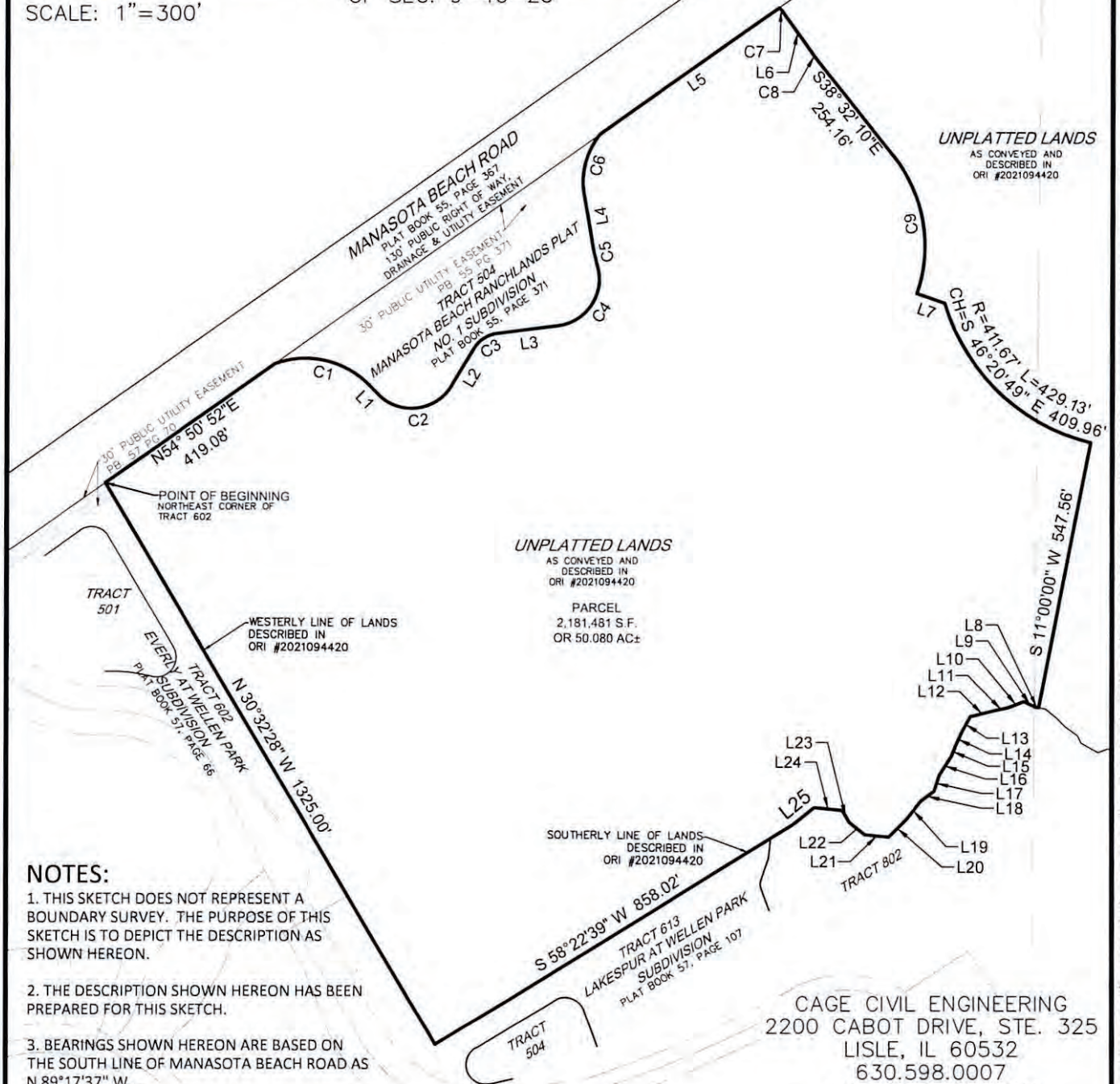
(See attached)



SKETCH & DESCRIPTION

PARCEL IN ORI. #2021094420 IN THE
NW 1/4 OF SEC. 10-40-20 & NE 1/4
OF SEC. 9-40-20

SCALE: 1"=300'



NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE DESCRIPTION AS SHOWN HEREON.
2. THE DESCRIPTION SHOWN HEREON HAS BEEN PREPARED FOR THIS SKETCH.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF MANASOTA BEACH ROAD AS N 89°17'37" W.
4. ORI# = OFFICIAL RECORDS INSTRUMENT NUMBER.

CAGE CIVIL ENGINEERING
2200 CABOT DRIVE, STE. 325
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SHEET 1 OF 3



SKETCH OF DESCRIPTION

SCHOOL PARCEL

DRAWN BY: SJP

PROJ NO: 230003

SKETCH & DESCRIPTION OF PART OF
TRACT IN THE NW QTR. OF SEC. 10-40-20 &
NE QTR. OF SEC. 9-40-20

DATE: 04/19/23

SCALE: 1"=300'

SKETCH OF DESCRIPTION

PARCEL IN ORI. #2021094420 IN THE
NW 1/4 OF SEC. 10-40-20 & NE 1/4
OF SEC. 9-40-20

Line Table		
Line #	Direction	Length
L1	S44° 15' 21"E	23.73'
L2	N31° 01' 48"E	87.29'
L3	N83° 02' 33"E	124.30'
L4	N09° 21' 26"W	100.95'
L5	N54° 50' 52"E	445.66'
L6	S35° 32' 10"E	105.62'
L7	S71° 04' 15"E	60.41'
L8	N78° 40' 45"W	6.67'
L9	N63° 50' 16"W	26.61'
L10	S67° 07' 34"W	33.94'
L11	S78° 50' 03"W	30.10'
L12	S75° 34' 38"W	49.23'
L13	S29° 07' 10"W	35.69'
L14	S23° 27' 06"W	32.25'
L15	S22° 23' 40"W	21.95'
L16	S32° 08' 26"W	46.03'
L17	S18° 08' 34"W	33.80'
L18	S52° 01' 11"W	33.70'
L19	S39° 11' 48"W	47.65'
L20	S45° 44' 56"W	50.49'
L21	N84° 15' 41"W	48.05'
L22	N51° 00' 48"W	40.43'
L23	N32° 00' 37"W	28.03'
L24	N84° 05' 43"W	56.94'
L25	S51° 06' 18"W	50.50'

CURVE TABLE				
Curve #	RADIUS	LENGTH	CHORD BEARING	CHORD DIST
C1	183.00'	211.39'	S77°20'52"E	199.83'
C2	95.00'	173.62'	N83°23'14"E	150.45'
C3	65.00'	59.01'	N57°02'11"E	57.00'
C4	95.00'	163.81'	N33°38'38"E	144.26'
C5	485.00'	51.20'	N12°43'49"W	51.18'
C6	153.00'	126.46'	N15°04'13"E	122.89'
C7	33.00'	10.99'	S45°04'47"E	10.94'
C8	184.00'	9.63'	S37°02'10"E	9.63'
C9	295.00'	295.87'	S09°48'13"E	283.63'

NOTES:


1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE DESCRIPTION AS SHOWN HEREON.

2. THE DESCRIPTION SHOWN HEREON HAS BEEN PREPARED FOR THIS SKETCH.

3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF MANASOTA BEACH ROAD AS N 89°17'37" W.

4. ORI# = OFFICIAL RECORDS INSTRUMENT NUMBER.

SHEET 2 OF 3

	SKETCH & DESCRIPTION	SKETCH & DESCRIPTION OF PART OF TRACT IN THE NW QTR. OF SEC. 10-40-20 & NE QTR. OF SEC. 9-40-20
	SCHOOL PARCEL	
	DRAWN BY: SJP	DATE: 04/19/23
	PROJ NO: 230003	SCALE: N/A

SKETCH OF DESCRIPTION

PARCEL IN ORI. #2021094420 IN THE NW 1/4 OF SEC. 10-40-20 & NE 1/4
OF SEC. 9-40-20

PART OF THE NORTHWEST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 9, BOTH IN TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF AN UNPLATTED TRACT AS DESCRIBED IN ORI #2021094420 BEING ALSO A POINT ON SOUTH RIGHT OF
WAY OF MANASOTA BEACH ROAD PER PLAT BOOK 55 PAGE 367 AND THE NORTHEAST CORNER OF TRACT 602 IN EVERLY AT WELLEN PARK
SUBDIVISION RECORDED IN PLAT BOOK 57, PAGE 66; THENCE NORTH 54 DEGREES 50 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF
WAY LINE, A DISTANCE OF 419.08 FEET TO A CURVE BEING ALSO THE NORTHWESTERLY CORNER OF TRACT 504 IN MANASOTA BEACH RANCHLANDS
PLAT NO. 1 SUBDIVISION RECORDED IN PLAT BOOK 55, PAGE 371; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 504 FOR THE FOLLOWING 10
COURSES: 1) THENCE SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 183.00 FEET SUBTENDING A CHORD
BEARING SOUTH 77 DEGREES 20 MINUTES 52 SECONDS EAST, AN ARC DISTANCE OF 211.39 FEET AND A CHORD DISTANCE OF 199.83 FEET TO A
TANGENT LINE; 2) THENCE SOUTH 44 DEGREES 15 MINUTES 21 SECONDS EAST, A DISTANCE OF 23.73 FEET TO A TANGENT CURVE; 3) THENCE
EASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 95.00 FEET SUBTENDING A CHORD BEARING NORTH 83 DEGREES
23 MINUTES 14 SECONDS EAST, AN ARC DISTANCE OF 173.62 FEET AND A CHORD DISTANCE OF 150.45 FEET TO A TANGENT LINE; 4) THENCE NORTH 31
DEGREES 01 MINUTES 48 SECONDS EAST, A DISTANCE OF 87.29 FEET TO A TANGENT CURVE; 5) THENCE NORTHERLY ALONG SAID CURVE CONCAVE TO
THE SOUTHEAST HAVING A RADIUS OF 65.00 FEET SUBTENDING A CHORD BEARING NORTH 57 DEGREES 02 MINUTES 11 SECONDS EAST, AN ARC
DISTANCE OF 59.01 FEET AND A CHORD DISTANCE OF 57.00 FEET TO A TANGENT LINE; 6) THENCE NORTH 83 DEGREES 02 MINUTES 33 SECONDS EAST,
A DISTANCE OF 124.30 FEET TO A TANGENT CURVE; 7) THENCE NORTHERLY ALONG SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF
95.00 FEET SUBTENDING A CHORD BEARING NORTH 33 DEGREES 38 MINUTES 38 SECONDS EAST, AN ARC DISTANCE OF 163.81 FEET AND A CHORD
BEARING OF 144.26 FEET TO A REVERSE CURVE; 8) THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A
RADIUS OF 485.00 FEET SUBTENDING A CHORD BEARING NORTH 12 DEGREES 43 MINUTES 49 SECONDS WEST, AN ARC DISTANCE OF 51.20 FEET AND A
CHORD DISTANCE OF 51.18 FEET TO A TANGENT LINE; 9) THENCE NORTH 9 DEGREES 21 MINUTES 26 SECONDS WEST, A DISTANCE OF 100.95 FEET TO
A TANGENT CURVE; 10) THENCE NORTHERLY ALONG SAID CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 153.00 FEET SUBTENDING A
CHORD BEARING NORTH 15 DEGREES 04 MINUTES 13 SECONDS EAST, AN ARC DISTANCE OF 126.46 FEET AND A CHORD DISTANCE OF 122.89 FEET TO
SAID SOUTH RIGHT OF WAY; THENCE NORTH 54 DEGREES 50 MINUTES 52 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 445.66
FEET TO A CURVE; THENCE SOUTHERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 33.00 FEET SUBTENDING A CHORD
BEARING SOUTH 45 DEGREES 04 MINUTES 47 SECONDS EAST, AN ARC DISTANCE OF 10.99 FEET AND A CHORD DISTANCE OF 10.94 FEET TO A
TANGENT LINE; THENCE SOUTH 35 DEGREES 32 MINUTES 10 SECONDS EAST, A DISTANCE OF 105.62 FEET TO A TANGENT CURVE; THENCE SOUTHERLY
ALONG SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 184.00 FEET SUBTENDING A CHORD BEARING SOUTH 37 DEGREES 02
MINUTES 10 SECONDS EAST, AN ARC DISTANCE OF 9.63 FEET AND A CHORD DISTANCE OF 9.63 FEET TO A TANGENT LINE; THENCE SOUTH 38 DEGREES
32 MINUTES 10 SECONDS EAST, A DISTANCE OF 254.16 FEET TO A TANGENT CURVE; THENCE SOUTHERLY ALONG SAID CURVE CONCAVE TO THE
SOUTHWEST HAVING A RADIUS OF 295.00 FEET SUBTENDING A CHORD BEARING SOUTH 09 DEGREES 48 MINUTES 13 SECONDS EAST, AN ARC
DISTANCE OF 295.87 FEET AND A CHORD DISTANCE OF 283.63 FEET; THENCE SOUTH 71 DEGREES 04 MINUTES 15 SECONDS EAST, A DISTANCE OF
60.41 FEET TO A TANGENT CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 411.67 FEET
SUBTENDING A CHORD BEARING SOUTH 46 DEGREES 20 MINUTES 49 SECONDS EAST, AN ARC DISTANCE OF 429.13 FEET AND A CHORD DISTANCE OF
409.96 FEET; THENCE SOUTH 11 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 547.56 FEET TO THE NORTHERLY LINE OF TRACT 802 AND
613 IN LAKESPUR AT WELLEN PARK SUBDIVISION RECORDED IN PLAT BOOK 57, PAGE 107; THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF
SAID TRACT 802 AND TRACT 613 FOR THE FOLLOWING 20 COURSES: 1) THENCE NORTH 78 DEGREES 40 MINUTES 45 SECONDS WEST, A DISTANCE OF
6.67 FEET;

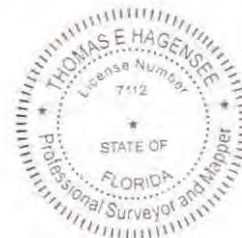
2) THENCE NORTH 63 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 26.61 FEET;
3) THENCE SOUTH 67 DEGREES 07 MINUTES 34 SECONDS WEST, A DISTANCE OF 33.94 FEET;
4) THENCE SOUTH 78 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.10 FEET;
5) THENCE SOUTH 75 DEGREES 34 MINUTES 38 SECONDS WEST, A DISTANCE OF 49.23 FEET;
6) THENCE SOUTH 29 DEGREES 07 MINUTES 10 SECONDS WEST, A DISTANCE OF 35.69 FEET;
7) THENCE SOUTH 23 DEGREES 27 MINUTES 06 SECONDS WEST, A DISTANCE OF 32.25 FEET;
8) THENCE SOUTH 22 DEGREES 23 MINUTES 40 SECONDS WEST, A DISTANCE OF 21.95 FEET;
9) THENCE SOUTH 32 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 46.03 FEET;
10) THENCE SOUTH 18 DEGREES 08 MINUTES 34 SECONDS WEST, A DISTANCE OF 33.80 FEET;
11) THENCE SOUTH 52 DEGREES 01 MINUTES 11 SECONDS WEST, A DISTANCE OF 33.70 FEET;
12) THENCE SOUTH 39 DEGREES 11 MINUTES 48 SECONDS WEST, A DISTANCE OF 47.65 FEET;
13) THENCE SOUTH 45 DEGREES 44 MINUTES 56 SECONDS WEST, A DISTANCE OF 50.49 FEET;
14) THENCE NORTH 84 DEGREES 15 MINUTES 41 SECONDS WEST, A DISTANCE OF 48.05 FEET;
15) THENCE NORTH 51 DEGREES 00 MINUTES 48 SECONDS WEST, A DISTANCE OF 40.43 FEET;
16) THENCE NORTH 32 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 28.03 FEET;
17) THENCE NORTH 84 DEGREES 05 MINUTES 43 SECONDS WEST, A DISTANCE OF 56.94 FEET;
18) THENCE SOUTH 51 DEGREES 06 MINUTES 18 SECONDS WEST, A DISTANCE OF 50.50 FEET;
19) THENCE SOUTH 58 DEGREES 22 MINUTES 39 SECONDS WEST, A DISTANCE OF 858.02 FEET;
20) THENCE NORTH 30 DEGREES 32 MINUTES 28 SECONDS WEST, A DISTANCE OF 1,325.00 FEET
TO THE SOUTH RIGHT OF WAY LINE OF SAID MANASOTA BEACH ROAD AND THE POINT OF BEGINNING.

CONTAINING 2,181,481 SQUARE FEET OR 50.080 ACRES MORE OR LESS.

Thomas E Hagensee

THOMAS E. HAGENSEE, P.S.M.
FLORIDA LICENSE NO. 7112

LICENSED BUSINESS NO. 37035



April 21, 2023

DATE

SHEET 3 OF 3


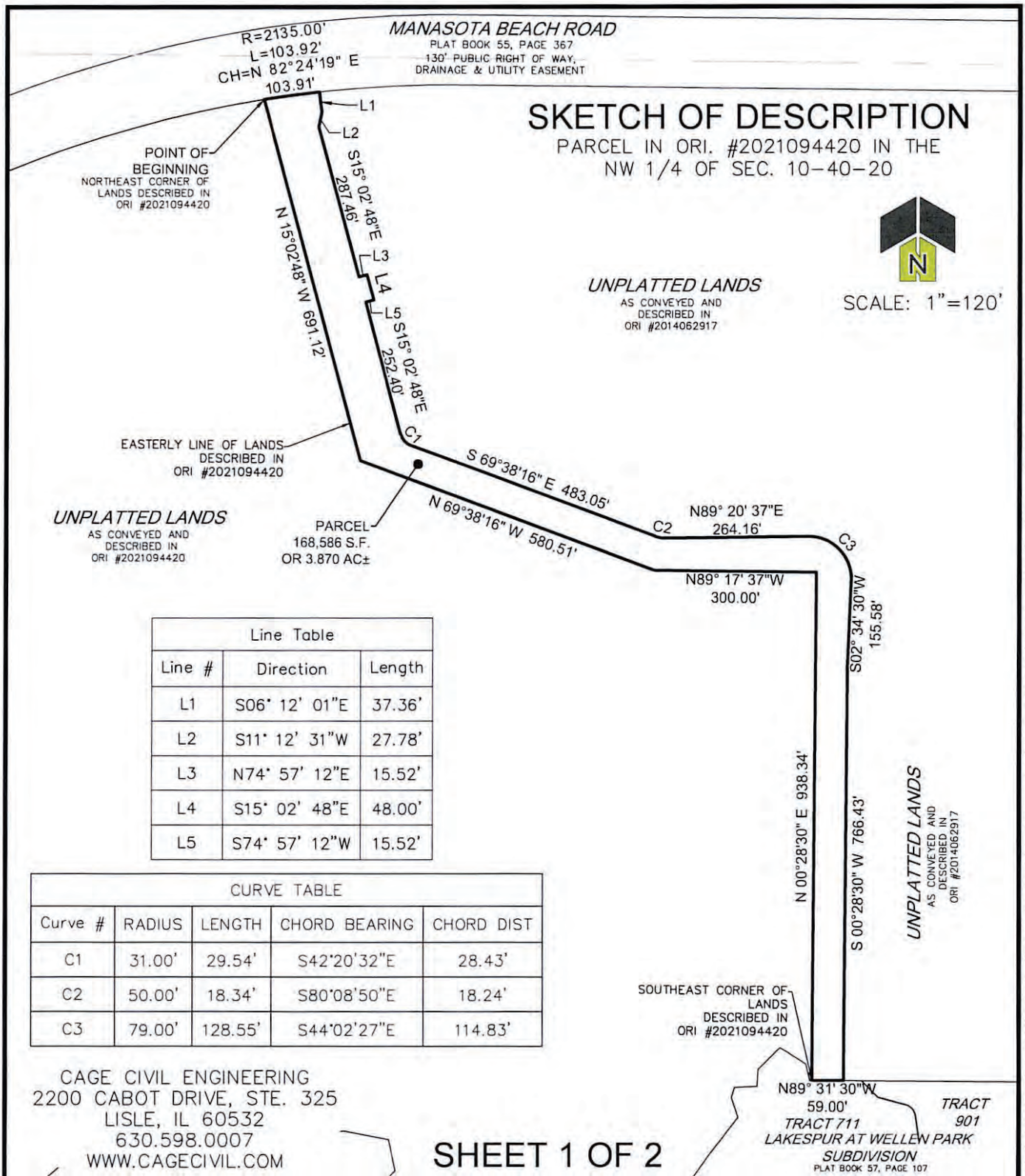
	SKETCH OF DESCRIPTION	SKETCH & DESCRIPTION OF PART OF TRACT IN THE NW QTR. OF SEC. 10-40-20 & NE QTR. OF SEC. 9-40-20
	SCHOOL PARCEL	
	DRAWN BY: SJP	DATE: 04/19/23
	PROJ NO: 230003	SCALE: N/A

EXHIBIT "D"


SKETCH AND DESCRIPTION OF EASTERLY DRAINAGE DITCH

(See attached)



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2200 CABOT DRIVE, STE. 325
LISLE, IL 60532
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SHEET 1 OF 2

	SKETCH OF DESCRIPTION	SKETCH & DESCRIPTION OF PART OF TRACT IN THE NW QTR. OF SEC. 10-40-20
	UNPLATTED PARCEL	
	DRAWN BY: SJP	DATE: 04/19/23
	PROJ NO: 230003	SCALE: 1"=120'

PARCEL IN ORI. #2014062917 IN THE
NW 1/4 OF SEC. 10-40-20

CONTAINING 168,586 SQUARE FEET OR 3.870 ACRES MORE OR LESS.



Thomas E Hagens

DATE _____



SCALE: N/A

EXHIBIT "E"

PRELIMINARY DEPICTION OF EAST ACCESS ROAD
AND LIFT STATION AREA

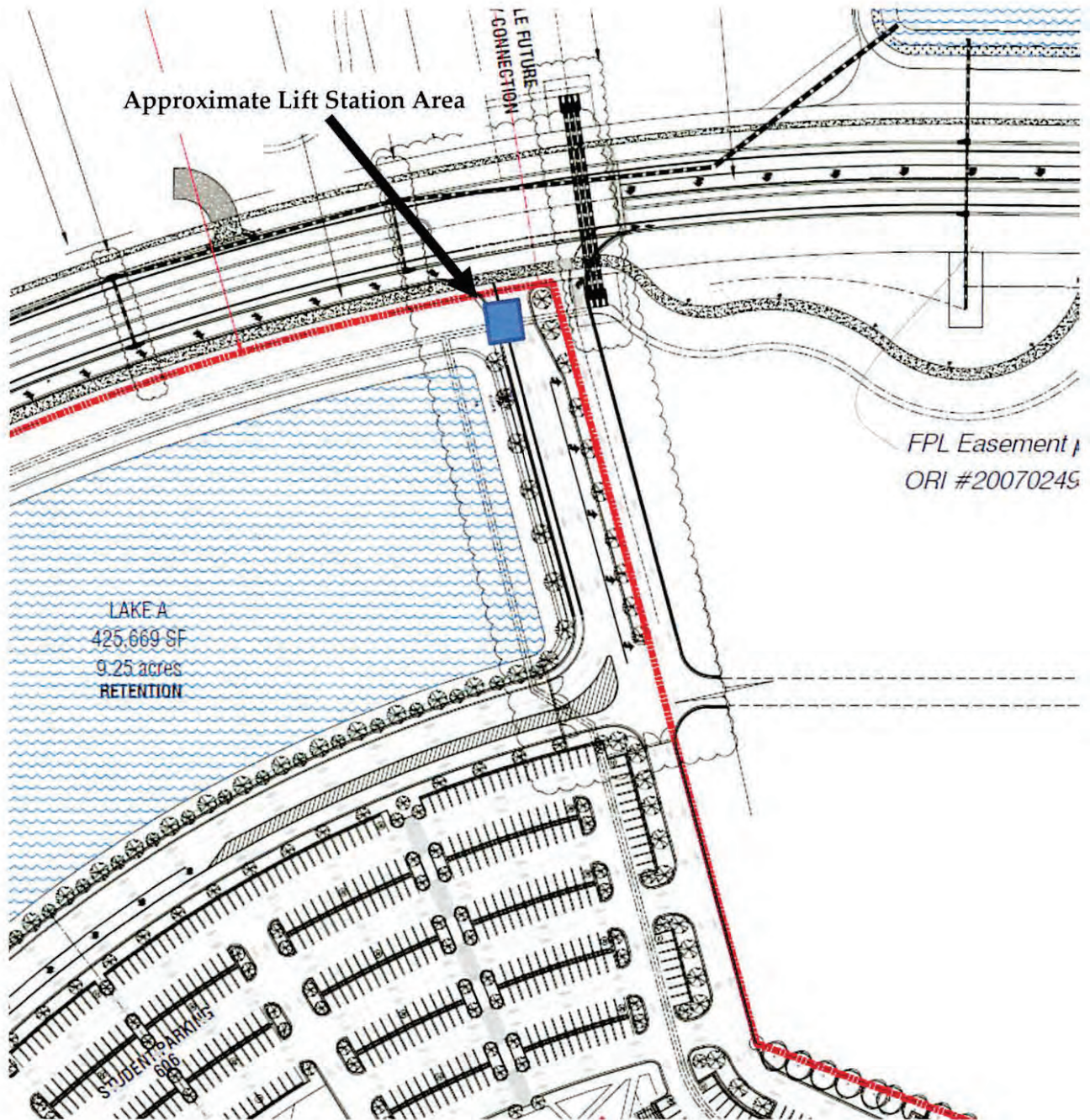


EXHIBIT "F"

**SKETCH AND DESCRIPTION OF MANASOTA EASEMENT
OVER EAST ACCESS ROAD**

(See attached)



SCALE: 1"=120'

SKETCH OF DESCRIPTION

PARCEL IN ORI. #2021094420 IN THE
NW 1/4 OF SEC. 10-40-20

MANASOTA BEACH ROAD
PLAT BOOK 55, PAGE 367
130' PUBLIC RIGHT OF WAY,
DRAINAGE & UTILITY EASEMENT

R=2135.00'
L=55.24'
CH=N 80°16'11" E
55.24'

POINT OF BEGINNING
NORTHEAST CORNER OF
LANDS DESCRIBED IN
ORI #2021094420

PARCEL
22,464 S.F.
OR 0.516 AC±

N 15°02'48" E 410.88'

S 15°02'48" E 405.76'

UNPLATTED LANDS
AS CONVEYED AND
DESCRIBED IN
ORI #2014062917

UNPLATTED LANDS
AS CONVEYED AND
DESCRIBED IN
ORI #2021094420

S 74° 57' 12" W
55.00'

EASTERLY LINE OF LANDS
DESCRIBED IN
ORI #2021094420

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LISLE, IL 60532
630.598.0007
WWW.CAGECIVIL.COM

SHEET 1 OF 2



SKETCH OF DESCRIPTION

SCHOOL PARCEL

DRAWN BY: SJP

PROJ NO: 230003

SKETCH & DESCRIPTION OF PART OF
TRACT IN THE NW QTR. OF SEC. 10-40-20

DATE: 04/19/23

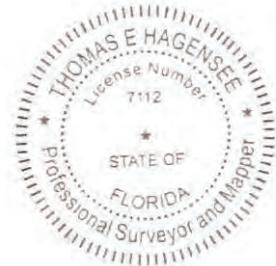
SCALE: 1"=120'

SKETCH OF DESCRIPTION

PARCEL IN ORI. #2021094420 IN THE
NW 1/4 OF SEC. 10-40-20

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 SOUTH, RANGE 20 EAST, CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF AN UNPLATTED TRACT AS DESCRIBED IN ORI #2021094420 BEING ALSO A POINT ON SOUTH RIGHT OF WAY OF MANASOTA BEACH ROAD PER PLAT BOOK 55 PAGE 367; THENCE SOUTH 15 DEGREES 02 MINUTES 48 SECONDS EAST ALONG THE EASTERLY BOUNDARY OF THE TRACT DESCRIBED IN SAID ORI #2021094420, A DISTANCE OF 405.76 FEET; THENCE SOUTH 74 DEGREES 57 MINUTES 12 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.00 FEET; THENCE NORTH 15 DEGREES 02 MINUTES 48 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 410.88 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID MANASOTA BEACH ROAD; THENCE EASTERLY A LONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2135.00 FEET SUBTENDING A CHORD BEARING NORTH 80 DEGREES 16 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 55.24 FEET AND A CHORD DISTANCE OF 55.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,464 SQUARE FEET OR 0.516 ACRES MORE OR LESS.



NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE DESCRIPTION AS SHOWN HEREON.
2. THE DESCRIPTION SHOWN HEREON HAS BEEN PREPARED FOR THIS SKETCH.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF MANASOTA BEACH ROAD AS N 89°17'37" W.
4. ORI# = OFFICIAL RECORDS INSTRUMENT NUMBER.

Thomas E. Hagensee

THOMAS E. HAGENSEE, P.S.M.
FLORIDA LICENSE NO. 7112

LICENSED BUSINESS NO. 37035

April 21, 2023

DATE

SHEET 2 OF 2



SKETCH OF DESCRIPTION

SCHOOL PARCEL

DRAWN BY: SJP

PROJ NO: 230003

SKETCH & DESCRIPTION OF PART OF
TRACT IN THE NW QTR. OF SEC. 10-40-20

DATE: 04/19/23

SCALE: N/A

EXHIBIT "G"

**SKETCH AND DESCRIPTION OF SCHOOL BOARD EASEMENT
OVER EAST ACCESS ROAD**

(See attached)



SCALE: 1"=120'

SKETCH OF DESCRIPTION

PARCEL IN ORI. #2014062917 IN THE
NW 1/4 OF SEC. 10-40-20

MANASOTA BEACH ROAD
PLAT BOOK 55, PAGE 367
130' PUBLIC RIGHT OF WAY,
DRAINAGE & UTILITY EASEMENT

R=2135.00'
L=36.24'
CH=N 81°29'50" E
36.24'

POINT OF BEGINNING
NORTHEAST CORNER OF
LANDS DESCRIBED IN
ORI #2021094420

PARCEL
17.921 S.F.
OR 0.411 AC±

UNPLATTED LANDS
AS CONVEYED AND
DESCRIBED IN
ORI #2014062917

UNPLATTED LANDS
AS CONVEYED AND
DESCRIBED IN
ORI #2021094420

S 15°02'48" E 410.43'
N 15°02'48" W 569.95'

CH=S 07°49'11" E 31.20'
R=124.00' L=31.28'

EASTERLY LINE OF LANDS
DESCRIBED IN
ORI #2021094420

S 00°35'34"E
128.51'

WESTERLY LINE OF LANDS
DESCRIBED IN
ORI #2014062917

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2200 CABOT DRIVE, STE. 325
LISLE, IL 60532
630.598.0007
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SHEET 1 OF 2



CAGE
CIVIL ENGINEERING

SKETCH OF DESCRIPTION

UNPLATTED PARCEL

DRAWN BY: SJP

PROJ NO: 230003

SKETCH & DESCRIPTION OF PART OF TRACT
IN THE NW QTR. OF SEC. 10-40-20

DATE: 04/19/23

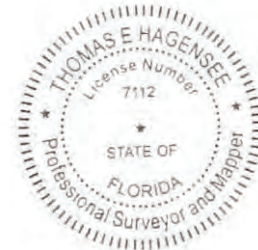
SCALE: 1"=120'

SKETCH OF DESCRIPTION

PARCEL IN ORI. #2014062917 IN THE
NW 1/4 OF SEC. 10-40-20

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 SOUTH, RANGE 20 EAST, CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF AN UNPLATTED TRACT AS DESCRIBED IN ORI #2021094420 BEING ALSO A POINT ON SOUTH RIGHT OF WAY OF MANASOTA BEACH ROAD PER PLAT BOOK 55 PAGE 367; THENCE EASTERLY A LONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2135.00 FEET SUBTENDING A CHORD BEARING NORTH 81 DEGREES 29 MINUTES 50 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY, AN ARC DISTANCE OF 36.24 FEET AND A CHORD DISTANCE OF 36.24 FEET; THENCE SOUTH 15 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 410.43 FEET TO A TANGENT CURVE; THENCE SOUTHERLY ALONG SAID TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 124.00 FEET SUBTENDING A CHORD BEARING SOUTH 07 DEGREES 49 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 31.28 FEET AND A CHORD DISTANCE OF 31.20 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST, A DISTANCE OF 128.51 FEET TO THE EASTERLY LINE OF THE TRACT DESCRIBED IN SAID ORI#2021094420; THENCE NORTH 15 DEGREES 02 MINUTES 48 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 569.95 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID MANASOTA BEACH ROAD AND THE POINT OF BEGINNING.

CONTAINING 17,921 SQUARE FEET OR 0.411 ACRES MORE OR LESS.



NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE DESCRIPTION AS SHOWN HEREON.
2. THE DESCRIPTION SHOWN HEREON HAS BEEN PREPARED FOR THIS SKETCH.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF MANASOTA BEACH ROAD AS N 89°17'37" W.
4. ORI# = OFFICIAL RECORDS INSTRUMENT NUMBER.

Thomas E. Hagensee


THOMAS E. HAGENSEE, P.S.M.
FLORIDA LICENSE NO. 7112

LICENSED BUSINESS NO. 37035

April 21, 2023

DATE

SHEET 2 OF 2

	SKETCH OF DESCRIPTION	SKETCH & DESCRIPTION OF PART OF TRACT IN THE NW QTR. OF SEC. 10-40-20
	UNPLATTED PARCEL	
	DRAWN BY: SJP	DATE: 04/19/23
	PROJ NO: 230003	SCALE: N/A

Date of Issuance:

Owner: West Villages Improvement District

Contractor: The deMoya Group, Inc.

Engineer: Dewberry Engineers, Inc.

Project: Wellen Park Blvd. Roundabout & US 41/SR 45
Improvements Project

Effective Date:

Owner's Contract No.:	N/A
Contractor's Project No.:	N/A
Engineer's Project No.:	N/A
Contract Name:	N/A

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

Description: TOTAL COST CLAIM FOR UTILITY DELAYS, QUANTITY TRUE UP DUE TO PLAN ERRORS

Attachments: de Moya Group Request for Change Order #6.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$9,305,602.04	Original Contract Times: Substantial Completion: <u>540 days</u> Ready for Final Payment: <u>570 days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>5</u> to No. <u>6</u> : \$ <u>31,069.57</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>5</u> to No. <u>6</u> : Substantial Completion: <u>154 days</u> Ready for Final Payment: <u>154 days</u> days
Contract Price prior to this Change Order: \$10,429,440.01	Contract Times prior to this Change Order: Substantial Completion: <u>694 days</u> Ready for Final Payment: <u>724 days</u> days or dates
[Increase] [Decrease] of this Change Order (circle one): \$147,688.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price incorporating this Change Order: \$10,577,128.01	Contract Times with all approved Change Orders: Substantial Completion: <u>694 days</u> Ready for Final Payment: <u>724 days</u> days or dates

RECOMMENDED:

By: _____
 Title: _____
 Date: _____

RECOMMENDED:

By: Robert Hill Digitally signed by Robert Hill
Construction Manager Date: 2024.02.02
Title: Hill 14:14:30 -05'00'
Date: _____

ACCEPTED:

By: _____

Contractor

Alex Lawrence

Digitally signed by Alex Lawrence
DN: cn=Alex Lawrence,
c=United States, o=1000000017782464800028F64,
ou=Florida, CA, CN=Alex Lawrence
Date: 2024.02.02 13:34:25 -0500

Title: _____

Date: _____

APPROVED BY OWNER:

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

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND
RESPEC COMPANY, LLC FOR GENERAL IRRIGATION PROGRAM
IMPLEMENTATION SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this 16th day of February 2024, by and between:

West Villages Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of North Port and Sarasota County, Florida, whose mailing address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

RESPEC Company, LLC, a South Dakota limited liability company, whose mailing address is 6561 Palmer Park Circle, Suite D, Sarasota, Florida 34238 (the “Consultant”).

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, constructing acquiring and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District; and

WHEREAS, the District has a need to retain a consultant to provide it with general irrigation program implementation services, and other professional services, relative to the District’s irrigation utility as set forth in **Exhibit A** (the “Services”); and

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

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Consultant of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

ARTICLE 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Consultant are to provide the services, labor and materials described in the attached **Exhibit A** which is incorporated herein by this reference.

ARTICLE 3. COMPENSATION. Consultant shall perform the Services identified in Section 2 herein at the rates set forth in **Exhibit A** in exchange for payment of the total sum not exceeding **Eighty Thousand Dollars and No Cents (\$80,000.00)**. Such payment shall be due monthly according to the percentage completed to-date and submission of a monthly invoice as set forth herein. This payment includes, but is not limited to, all permits, materials and labor necessary to complete the Services as described herein. Consultant agrees to render each monthly

invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Consultant in accordance with the Prompt Payment Act. No additional services shall be provided by the Consultant unless done at the direction of the District in writing.

ARTICLE 4. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by the Consultant, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

ARTICLE 5. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Consultant shall act as an independent contractor. Neither the Consultant nor employees of the Consultant, if there are any, are employees of the District under the meaning or application of any federal or state unemployment or insurance laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant, if there are any, in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

ARTICLE 6. TERM OF AGREEMENT. This Agreement shall become effective as of the date first written above and shall terminate upon completion of the Services set forth herein, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE 7. OWNERSHIP OF DOCUMENTS.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Consultant pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Consultant shall deliver all Work Product to the District upon completion thereof unless it is necessary for Consultant, in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Agreement, the Consultant shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Consultant shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent.

- C.** The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Consultant hereby assigns to the District any and all rights Consultant may have including, without limitation, the copyright, with respect to such work. The Consultant acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.
- D.** The District agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the District's unauthorized use, reuse or alteration of the Consultant's designs, drawings and specifications constituting the Work Product hereunder.

ARTICLE 8. INSURANCE.

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

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000
Property Damage (including Contractual)	\$1,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

- B.** The District shall be named as an additional insured party on General Liability and Automobile Liability. Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Consultant be without insurance in the above amounts. Consultant shall,

without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.

- C. If Consultant fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

A. **If to Consultant:** RESPEC Company, LLC
6561 Palmer Park Circle, Suite D
Sarasota, Florida 34238
Attn: _____

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 District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

ARTICLE 10. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- B.** The Consultant agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, and to the extent caused by the negligence in the work performed by Consultant, including litigation or any appellate proceedings with respect thereto. Nothing herein shall be construed to require Consultant to indemnify the District for the District's own negligence. Neither party shall be liable to the other party in any circumstances for any indirect, economic, special, or consequential loss or damage including but not limited to loss of revenue, loss of production or loss of profit.
- C.** The Consultant hereby acknowledges, agrees, and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*, or other statute or law. This Article shall survive any termination of this Agreement.

ARTICLE 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

ARTICLE 12. 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.

ARTICLE 13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

ARTICLE 14. 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 both of the parties hereto.

ARTICLE 15. PUBLIC RECORDS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **William Crosley** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure

that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, WCROSLEY@SDSINC.COM, OR AT 2501-A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

ARTICLE 16. EMPLOYMENT VERIFICATION. The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement

ARTICLE 17. CONTROLLING LAW AND VENUE. Consultant and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Sarasota County, Florida.

ARTICLE 18. TERMINATION. The District shall have the right to terminate this Agreement immediately due to Consultant's failure to perform in accordance with the terms of this Agreement or for any reason with ten (10) days written notice to the Consultant. Consultant shall have the right to terminate this Agreement upon ten (10) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be afforded a reasonable opportunity to cure such defect. Upon termination, and as the Consultant's sole and exclusive remedy for any termination hereunder, Consultant is entitled to payment for the portion of the Services performed up to the date of termination, but subject to any offsets the District may have against such amounts as the Consultant's sole remedy for recovery under this Agreement.

ARTICLE 19. CONTINGENT FEE. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20. CONFLICTS OF INTEREST. The Consultant shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

ARTICLE 21. CARE OF THE PROPERTY. Consultant shall use all due care to protect the property of the District, its residents, landowners, paid users, and authorized guests from damage by Consultant or its employees or agents. Consultant agrees to repair any damage resulting from Consultant's activities and work within seventy-two (72) hours.

ARTICLE 22. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Consultant shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Consultant shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Consultant or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of the Services. Additionally, the Consultant shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

ARTICLE 23. COMPLIANCE WITH PROFESSIONAL STANDARDS.

- A.** The Consultant shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of Consultant's professional and related services performed under this Agreement shall be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the technical accuracy of its services and related documents.
- B.** In performing its obligations under this Agreement, the Consultant and each of its agents, servants, employees, or anyone directly or indirectly employed by the Consultant, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed. Any designs, drawings, reports, or specifications prepared or furnished by the Consultant that contain errors, conflicts, or omissions will be promptly corrected by the Consultant at no cost to the District.

ARTICLE 24. RECOVERY OF COSTS AND FEES. In the event either the District or Consultant is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, whoever substantially prevails shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorney's fees, paralegal fees, and

expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

ARTICLE 25. ASSIGNMENT. Neither the District nor the Consultant may assign this Agreement without the prior written approval of the other.

ARTICLE 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

ARTICLE 29. E-VERIFY REQUIREMENTS. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, *Florida Statutes*.

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

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

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

ARTICLE 30. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.

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

[SIGNATURES ON NEXT PAGE]

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

Attest:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

RESPEC COMPANY, LLC

Witness

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A Scope of Services



February 3, 2024

John Luczynski
Sr. Vice President, Land Development
Wellen Park, LLLP
19503 W Villages Pkwy,
Venice, FL 34293

Dear Mr. Luczynski:

RE: General Irrigation Program Implementation Services 2024

RESPEC will work with representatives of West Villages Improvement District (WVID) to provide the following tasks associated with the West Villages project located in Sarasota County FL through the calendar year 2024.

Task 1 – General Hydrogeologic and Irrigation Program Services for 2022

Services are anticipated to include, but not limited to assistance with water supply planning, projection of future water demands, development of standard procedure and policy for new users/development, water resource planning, wellfield planning, and assistance with regulatory monitoring and compliance.

RESPEC will provide oversight and coordinate well capacity testing, well contractor oversight, and data analysis for up to three groundwater wells associated with the WVID water use permit (WUP) No. 20-3872.023. RESPEC anticipates WVID will contract with Applied Drilling Engineering, Inc., or other licensed Florida well drilling contractor (Contractor) to provide well contractor services and equipment for groundwater well testing of these well sites. RESPEC will prepare well pump testing report documenting the well testing information collected and analyzed for each of the three groundwater wells.

RESPEC will perform ongoing wellfield planning evaluation. This will consist of working with WVID engineers in developing a second phase water supply master plan. RESPEC will also work with WVID and representatives of the City of North Port on desktop water supply planning as needed.

RESPEC will work with representatives of WVID to provide the Southwest Florida Water Management District (SWFWMD) WUP compliance updates, which will include meter readings, water conservations plan reviews and submittals, ERP status updates, and well and surface water withdrawal status updates. This may include WUP modification to add new Primary Irrigation Lakes (PILs) or new irrigation sources and supply demands, except for new groundwater demands, beyond what is currently permitted under WUP 20-3872.023. Any changes to groundwater demands would be considered a major modification and performed under a separate scope of services.

RESPEC will work with representatives of WVID to develop and submit to the Southwest Florida Water Management District the 2023 water year annual environmental report, and

6561 Palmer Park Circle
Suite D
Sarasota, FL 34238
914.552.5657



February 3, 2024

ERP annual report in compliance with Special Condition No. 5 and 13 of water use permit (WUP) No. 20-3872.023.

Assumptions

- 1) This scope of work does not include modification of WVID water use permit No. 20-3872 to add new groundwater supplies beyond what is currently permitted under WUP 20-3872.023
- 2) This scope of work does not include any major modification of WVID water use permit No. 20-3873 or groundwater modeling in support of a major modification beyond the revised wellfield management plan detailed in this scope of services.
- 3) Client will provide all permit application, compliance, and public noticing fees.
- 4) Client will provide ownership document(s) such as warranty deed.
- 5) Client will provide authorized agent information.
- 6) No surface water modeling will be performed under this scope of services.
- 7) No ERP or exemptions will be needed. Those services can be provided under a separate scope.
- 8) Client will directly hire contractor(s), if needed, related to compliance activities, such as meter calibrations.
- 9) RESPEC travel is limited to purposes defined under this Scope of Services and will include only the WVID service area and the SWFWMD Tampa service office.
- 10) Any requests for additional information, approvals, authorizations, clarifications, or WUP issues not specifically detailed in the Scope of Services will be performed as additional services.
- 11) Drawings, plans, etc. prepared by RESPEC and submitted, as work products for this project will not have to be revised in response to a re-design or re-engineering of the project outside the control of RESPEC.
- 12) Cost increases resulting from the imposition of new rules, laws, or restrictions by the state legislature, water management districts, or local governments are not included in the cost of this proposal.
- 13) No appearances or presentations before an Administrative Hearing Officer will be required. Those services will be performed under a separate scope of services.

Compensation

Compensation for the completion of services pursuant to this Scope of Services rendered by RESPEC staff will be billed on a time and materials basis for an estimated fee of \$80,000 (not to exceed without prior Client authorization). These services will be invoiced monthly. In the event additional services are requested by the Client, such additional services will be charged on a time and materials basis as well. If you are in agreement with this proposal, please sign and return the attached General Terms and Conditions to

Sincerely,

David Kelly, P.G.
Principal, Water Resources
RESPEC
Tampa, FL
813.295.9507



2024 BILLING RATE SCHEDULE

FLORIDA STAFF

Person	Position	Hourly Rate
David Brown	Principal/Senior Prof. Geologist	\$225
Joe Haber	Principal/Senior Prof. Geologist	\$225
David Kelly	Principal/Senior Prof. Geologist	\$225
Herb Raybourn	Principal/Senior Prof. Engineer	\$225
Peter Brown	Project Engineer, PE	\$190
Devin Lemke	Staff Hydrologist	\$140
Greta Mikell	Staff Hydrogeologist	\$140
Sophia Morejon	Hydrologist	\$130
Sebastian Fearn	Hydrologist	\$130
Jacob Leone	Engineer I	\$125
Rick Colts	Hydrologic Technician	\$100
Aaron Walsh	CAD Professional	\$110
David Mishchuk	Engineering Technician	\$90
Amy Roberts	Administrative Support	\$75
Leigh Rogers	Administrative Support	\$75
TBD	Engineering Intern	\$75

Expenses	
Mileage	Regulatory Rate
Postage/Courier	At Cost
Vendor Printing and Binding	At Cost
Other Expenses	At Cost

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Daily Commercial | Ocala StarBanner
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PO Box 631244 Cincinnati, OH 45263-1244

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Palm Beach Gardens FL 33410-5207

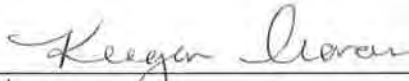
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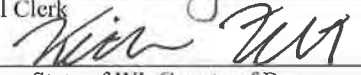
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; that the attached copy of advertisement, being a Main Legal CLEGL, was published on the publicly accessible website of Sarasota County, Florida, or in a newspaper by print in the issues of, on:

01/24/2024, 01/31/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/31/2024



Legal Clerk


Notary, State of WI, County of Brown
317727

My commission expires

Publication Cost: \$3450.00

Order No: 9759355

of Copies:

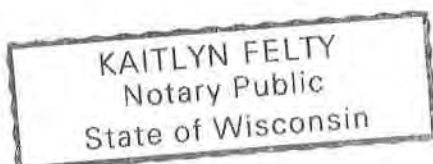
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1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



The issues of supervisors (the "Board") of the West Valley Independent District No. 1 ("District") will hold a Co-

PUBLISH: SARASOTA HERALD TRIBUNE 01/24/24 & 01/31/24



WEST VILLAGES IMPROVEMENT DISTRICT

Unit of Development No. 10
Master Engineer's Report

JANUARY 11, 2024



SUBMITTED BY

Dewberry Engineers Inc.
2201 Cantu Court
Suite 107
Sarasota, Florida
Phone: 813.327.7044
Contact: Giacomo Licari

SUBMITTED TO

West Villages Improvement District
19503 S. West Villages Parkway Suite #A3
Venice, Florida 34293
Phone: 941.244.2703

Master Engineer’s Report

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1. GENERAL

The West Villages Improvement District (“WVID”) was created by and operates under Chapter 2004-456, Laws of Florida, as amended (the “Act”) and operates pursuant to the Act and applicable provisions of Chapter 298, Florida Statutes and other Florida law. WVID was created to construct, operate, and maintain public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreational facilities, roadway, or related activities, as more particularly described in Chapter 2004-456, Laws of Florida.

2. PURPOSE AND SCOPE

The purpose of this Master Engineer’s Report (“Report”) is to present the nature and extent of the improvements that may be constructed or acquired by WVID for and on behalf of the Unit of Development No. 10 (“Unit No. 10” or “Project”). These improvements will thereafter be owned, operated, and/or maintained by either WVID or another legally empowered governmental entity.

The text of this Report generally describes the existing land within Unit No. 10 and the proposed improvements and recommendations. This Report is not intended to be used for exact representation or for construction purposes since detailed construction documents for all of the proposed improvements have not yet been finalized.

3. LANDS IN UNIT OF DEVELOPMENT NO. 10

An Aerial Location Map showing the location of Unit No. 10 is included as Exhibit B. The legal description(s) and sketch(es) are included as Exhibit A and reflect the lands included in Unit No. 10. These lands total approximately 878.3 acres.

4. EXISTING CONDITIONS

4.1 Topography

The area within Unit No. 10 is relatively flat with site elevations ranging from approximately nine (9) feet to fifteen (15) feet. The land within Unit No. 10 is primarily undeveloped pasture and rangelands, upland pine flatwood, and wetlands.

4.2 Soil and Vegetation

Based on the 1991 Soil Survey of Sarasota County, Florida, prepared by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS), the predominant surficial soil types within Unit No. 10 are identified as SCS Soil No. 10, EauGallie and Myakka Fine Sands, SCD Soils No. 22, Holopaw fine sand, SCS Soils No. 31, Pineda Fine Sand, and Pople Fine Sands. SCS Soil No. 10 is a nearly level, poorly drained soil that can be made up entirely of EauGallie and similar soils, entirely Myakka and similar soils, or a combination of EauGallie, Myakka and other soils. Typically, the EauGallie soil has a surface layer of black fine sand with a subsurface layer of gray fine sand to a depth of about 22 inches. The surface layer of the Myakka soil is typically dark grayish brown fine sand about 6 inches thick while the subsurface layer is light gray fine sand about 18 inches thick. Pineda Fine Sand is a nearly level, poorly drained soil. Typically, the surface and subsurface layers are grey fine sands totaling approximately 22 inches thick. The subsoil consists of an upper layer of 14 inches of brown fine sand and a lower layer of 12 inches of mottled, light brownish gray fine sandy loam. Pople Fine Sand is nearly level, poorly drained soil on low hammocks and in poorly defined drainageways and broad sloughs. Typically, the surface layer is very dark grayish brown fine sand approximately four (4) inches thick. The subsurface layer is light brownish gray fine sand approximately three (3) inches thick. The subsoil is brown and brownish yellow fine sand in the upper 21-inches and gray fine sandy loam in the lower 28-inches.

The property within Unit No. 10 currently consists of various vegetative communities comprised of both upland and wetland habitats. Several of the vegetation communities have been modified as a result of onsite agricultural activities including ditching and fire suppression. Areas that were historically extensive open forests or wiregrass prairies have since become heavily forested or have been cleared for cattle

grazing and commercial nursery. Extensive ditching has also altered the hydrology of several of the wetland systems onsite, particularly where the ditches bisect wetlands or are adjacent to wetlands.

4.3 Land Use and Zoning

Unit No. 10 is located within the City of North Port, Florida ("City"). The land within the boundary of Unit No. 10 is currently being designed and prepared for development review and approval with the City. It is expected that the City will approve uses compatible with the adopted Comprehensive Land Use Plan ("CLUP").

5. INFRASTRUCTURE PLANS

5.1 Public Infrastructure Improvements

WVID has formed Unit No. 10 to finance infrastructure design and construction to provide public infrastructure for Unit No. 10 and its ultimate property owners.

The improvements for Unit No. 10 will be consistent with the CLUP and implementing ordinances, studies, plans, and may include:

- Public roadways, including thoroughfares, arterial, collector, or local streets;
- Drainage and stormwater improvements;
- Water and sewer facilities;
- Irrigation facilities;
- Public roadway landscape, lighting, signage, and furnishings;
- Entry features; and
- Consulting and contingencies.

Access to the Project will be provided via River Road, US 41, West Villages Parkway, Preto Boulevard, Manasota Beach Road, and Playmore Drive. Potable water and sanitary sewer services will be provided by the City.

5.2 Permitting

Required permits, approved and proposed, are summarized in Table 5.1. It is our opinion that there are no technical reasons existing at this time that would prohibit the permitting and construction of the planned infrastructure, subject to continued compliance with agency criteria and conditions of the already approved plans and permits.

Permits necessary to complete the Project have either been obtained as described below, or in our opinion, are obtainable from the permitting agencies, subject to reasonable, normal, and customary permit conditions.

The remainder of this page has been left intentionally blank.

Table 5.1 Permitting Status

Permitting Status		
PERMIT	PERMIT NUMBERS	DATE APPROVED
Manasota Beach Rd – From Preto Boulevard to River Road, including sections of Preto Boulevard and West Villages Parkway	INF 20-036	06/16/2020
Wastewater Treatment Plant	FDEP FLA B07114-001-DWIR MAS 17-168	3/17/2020
Water Treatment Plant	FDEP FLA 984841-001-DWIP	09/20/2017
Parks/Government	TBD	TBD
Various Water Management Improvements	INF-15-153/ SCP-15-122	10/04/2016
Manasota Beach Rd. Extension		
SWFWMD ERP	864613 / 43032522.114	06/26/2023
CONP INF - Construction Permit	INF-23-034	06/16/2023
CONP SCP - Construction Permit	SCP-23-035	06/16/2023
FDEP Water Permit	0208589-255-DSGP	05/23/2023
FDEP Wastewater Permit	CS58-435524	06/01/2023
Preto Boulevard South Extension		
SWFWMD ERP	857117 / 43032522.102	01/10/2023
CONP INF - Construction Permit	INF-22-222	01/28/2023
CONP SCP - Construction Permit	SCP-22-224	01/28/2023
FDEP Water Permit	0208589-252-DSGP	03/31/2023
FDEP Wastewater Permit	CS58-432586	
Village I Neighborhood Improvements Phase 1		
SWFWMD ERP - Mass Grading	867347 / 43032522.112	10/04/2023
CONP INF - Construction Permit	INF-23-067	08/17/2023
CONP SCP - Construction Permit	SCP-23-068	08/17/2023
SWFWMD ERP - Construction Plans	867347 / 43032522.112	10/04/2023
FDEP Water Permit	0208589-265-DGSP	10/04/2023
FDEP Wastewater Permit	CS58-440364	10/16/2023
Village I Neighborhood Improvements Phase 2		
SWFWMD ERP - Mass Grading	867347 / 43032522.112	10/04/2023
CONP Mass Grading INF Permit	TBD	TBD
CONP INF - Construction Permit	TBD	TBD
SWFWMD ERP - Construction Plans	TBD	TBD
FDEP Water Permit	TBD	TBD
FDEP Wastewater Permit	TBD	TBD

5.3 Estimated Costs of Improvements

Table 5.2 lists the components of the planned improvements for Unit No. 10, together with their estimated costs of design and construction. The table also includes an estimate of administrative, consulting, engineering, legal and other fees, and contingencies associated with the improvements.

Table 5.2 Estimated Costs of Improvements

Estimated Costs of Improvements (2023 Dollars)	
IMPROVEMENTS	ESTIMATED COSTS
Collector and Arterial Roads (See Note 1)	\$21,100,000.00
Wastewater Treatment Plant (Pro Rata Share – See Notes 2 and 3)	\$6,700,000.00
Water Treatment Plant (Pro Rata Share – See Notes 2 and 3)	\$4,800,000.00
Master Water Management	\$200,000.00
Parks/Government	\$200,000.00
Consultants and Administration (15%)	\$5,000,000.00
Subtotal	\$38,000,000.00
Village I Phase 1 Neighborhood Improvements	
Earthwork	\$10,700,000.00
Drainage and Stormwater	\$8,000,000.00
Potable Water	\$2,800,000.00
Wastewater	\$4,500,000.00
Master Irrigation	\$1,600,000.00
Consultants and Administration (15%)	\$4,100,000.00
Subtotal	\$31,700,000.00
Village I Phase 2 Neighborhood Improvements	
Earthwork	\$9,800,000.00
Drainage and Stormwater	\$7,200,000.00
Potable Water	\$2,600,000.00
Wastewater	\$4,100,000.00
Master Irrigation	\$1,400,000.00
Consultants and Administration (15%)	\$3,800,000.00
Subtotal	\$28,900,000.00
Total	\$98,600,000.00

Note 1 – Roadway costs include roads, potable water, sanitary sewer, irrigation, drainage, landscaping, and street lighting.

Note 2 – Costs of the wastewater treatment plant and water treatment plant are Unit No. 10's estimated pro rata share of the plant's usage.

Note 3 – Costs are rounded to the nearest \$1 million.

6. MAINTENANCE RESPONSIBILITIES

6.1 Public Infrastructure Improvements

Maintenance and operational responsibilities of the Project will include the following:

1. Maintenance and operation of the potable water and sanitary sewer systems will be the responsibility of the City;
2. Maintenance and operation of the stormwater management system will be the responsibility of the WVID;
3. Maintenance and operation of the collector and arterial roadway, sidewalk, and landscaping improvements will be the responsibility of WVID, City, or FDOT depending on the ownership of the road; and
4. Maintenance of parks or government projects will be the responsibility of the WVID or City.

7. SUMMARY AND CONCLUSION

The improvements, as outlined, are necessary for the functional development of the Project, which is being designed in accordance with current governmental regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.

8. ENGINEER'S CERTIFICATION

It is our professional opinion that the infrastructure costs provided herein for the WVID improvements for the Project are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the WVID. These estimated costs are based upon prices currently being experienced for similar items of work in southwest Florida and expected inflation in the future. Actual costs may vary based on final engineering, planning, and approvals from regulatory agencies.

I hereby certify that the foregoing is a true and correct copy of the Master Engineer's Report for the WVID.



Giacomo Licari, P.E.
Florida Registration No. 72415

EXHIBIT A

(Not A Survey)

DESCRIPTION:

A parcel of land lying in Sections 5, 6, 7, and 8, Township 40 South, Range 20 East, Sarasota County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of said Section 7; run thence along the West boundary thereof the following two (2) courses: 1) N.00°54'18"E., a distance of 2622.54 feet; 2) N.00°05'37"E., a distance of 2689.29 feet to the Southwest corner of said Section 6; thence along the West boundary thereof, N.00°08'44"E., a distance of 2164.18 feet to the Southwest corner of lands described in Official Records Instrument Number 2004012753, of the Public Records of Sarasota County, Florida; thence along the Southerly boundary of said lands described in Official Records Instrument Number 2004012753, the following twenty-one (21) courses: 1) Easterly, 250.26 feet along the arc of a non-tangent curve to the right having a radius of 633.03 feet and a central angle of 22°39'03" (chord bearing N.80°07'10"E., 248.63 feet) to a point of compound curvature; 2) Easterly, 108.46 feet along the arc of a compound curve to the right having a radius of 174.77 feet and a central angle of 35°33'31" (chord bearing S.70°46'33"E., 106.73 feet) to a point of compound curvature; 3) Southeasterly, 152.31 feet along the arc of a compound curve to the right having a radius of 280.04 feet and a central angle of 31°09'43" (chord bearing S.37°24'56"E., 150.44 feet) to a point of reverse curvature; 4) Easterly, 284.27 feet along the arc of a reverse curve to the left having a radius of 103.32 feet and a central angle of 157°38'36" (chord bearing N.79°20'38"E., 202.72 feet) to a point of reverse curvature; 5) Northeasterly, 286.87 feet along the arc of a reverse curve to the right having a radius of 206.41 feet and a central angle of 79°37'44" (chord bearing N.40°20'12"E., 264.33 feet) to a point of compound curvature; 6) Easterly, 224.87 feet along the arc of a compound curve to the right having a radius of 255.42 feet and a central angle of 50°26'37" (chord bearing S.74°37'38"E., 217.68 feet); 7) S.79°48'26"E., a distance of 101.21 feet; 8) N.69°47'28"E., a distance of 238.17 feet to a point of non-tangent curvature; 9) Easterly, 327.48 feet along the arc of a non-tangent curve to the left having a radius of 565.61 feet and a central angle of 33°10'24" (chord bearing N.76°20'49"E., 322.92 feet) to a point of reverse curvature; 10) Easterly, 232.70 feet along the arc of a reverse curve to the right having a radius of 224.35 feet and a central angle of 59°25'43" (chord bearing N.89°28'28"E., 222.41 feet); 11) S.59°49'31"E., a distance of 155.45 feet to a point of non-tangent curvature; 12) Easterly, 154.51 feet along the arc of a non-tangent curve to the left having a radius of 238.12 feet and a central angle of 37°10'44" (chord bearing S.79°24'02"E., 151.82 feet) to a point of non-tangent curvature; 13) Southeasterly, 454.31 feet along the arc of a non-tangent curve to the right having a radius of 912.50 feet and a central angle of 28°31'33" (chord bearing S.29°07'59"E., 449.63 feet); 14) S.71°12'24"E., a distance of 151.95 feet to a point of curvature; 15) Easterly, 224.43 feet along the arc of a tangent curve to the left having a radius of 407.21 feet and a central angle of 31°34'41" (chord bearing S.86°59'44"E., 221.60 feet) to a point of compound curvature; 16) Northeasterly, 103.45 feet along the arc of a compound curve to the left having a radius of 100.00 feet and a central angle of 59°16'15" (chord bearing N.47°34'48"E., 98.90 feet) to a point of reverse curvature; 17) Easterly, 394.90 feet along the arc of a reverse curve to the right having a radius of 202.10 feet and a central angle of 111°57'19" (chord bearing N.73°55'20"E., 335.01 feet); 18) N.86°22'25"E., a distance of 63.92 feet; 19) S.09°41'57"E., a distance of 205.89 feet; 20) S.69°24'57"E., a distance of 583.03 feet; 21) S.89°13'11"E., a distance of 1512.38 feet to the Southeast corner of aforesaid lands described in Official Records Instrument Number 2004012753, also being a point on the West boundary of SOLSTICE PHASE ONE, according to the plat thereof, recorded in Plat Book 55, Page 380, of the Public Records of Sarasota County, Florida; thence along said West boundary of SOLSTICE PHASE ONE, S.01°26'06"E., a distance of 257.85 feet to the Southwest corner thereof; thence S.38°34'47"W., a distance of 130.00 feet; thence S.51°25'13"E., a distance of 1592.03 feet; thence S.38°34'47"W., a distance of 370.81 feet; thence southerly, 356.49 feet along the arc of a tangent curve to the left having a radius of 300.00 feet and a central angle of 68°05'06" (chord bearing S.04°32'15"W., 335.88 feet); thence southeasterly, 866.02 feet along the arc of a reverse curve to the right having a radius of 8635.45 feet and a central angle of 05°44'46" (chord bearing S.26°20'26"E., 865.66 feet) to a point on the Northerly boundary of PRETO BOULEVARD SOUTH EXTENSION, PLAT No.1, according to the plat thereof, recorded in Plat Book 57, Page 282, of the Public Records of Sarasota County, Florida;

NOTES:

- 1) See sheet 2 for continued description and surveyors' notes.
- 2) See sheet 3 for overall.
- 3) See sheets 4-11 for sketch detail.

David A. Williams LS6423	JOB : Wellen Park Village I			West Florida 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266 www.geopointsurveying.com Licensed Business No.: LB 7768
	DRAWN: NMV DATE: 09/07/23 CHECKED: MC			
	Prepared For: Mattamy Homes			
	Revisions			
	DATE	DESCRIPTION	DRAWN	

EXHIBIT A

(Not A Survey)

DESCRIPTION CONTINUED:

thence along said Northerly boundary and the Westerly boundary thereof the following ten (10) courses: 1) southwesterly, 254.34 feet along the arc of a non-tangent curve to the right having a radius of 2135.00 feet and a central angle of 06°49'32" (chord bearing S.63°25'17"W., 254.19 feet); 2) S.66°50'03"W., a distance of 467.65 feet; 3) westerly, 510.02 feet along the arc of a tangent curve to the right having a radius of 2085.00 feet and a central angle of 14°00'55" (chord bearing S.73°50'31"W., 508.75 feet); 4) southwesterly, 1648.37 feet along the arc of a reverse curve to the left having a radius of 1215.00 feet and a central angle of 77°43'55" (chord bearing S.41°59'01"W., 1524.83 feet); 5) S.03°07'03"W., a distance of 574.98 feet; 6) southerly, 1135.41 feet along the arc of a tangent curve to the left having a radius of 2315.00 feet and a central angle of 28°06'04" (chord bearing S.10°55'59"E., 1124.06 feet); 7) southerly, 429.50 feet along the arc of a reverse curve to the right having a radius of 960.00 feet and a central angle of 25°38'03" (chord bearing S.12°09'59"E., 425.93 feet); 8) S.00°39'02"W., a distance of 21.74 feet; 9) southerly, 359.76 feet along the arc of a tangent curve to the left having a radius of 1090.00 feet and a central angle of 18°54'39" (chord bearing S.08°48'17"E., 358.13 feet); 10) S.18°15'37"E., a distance of 103.58 feet to a point on the South boundary of said Section 7; thence along said South boundary the following two (2) courses: 1) N.89°38'43"W., a distance of 2161.34 feet; 2) N.89°38'12"W., a distance of 2674.87 feet to the **POINT OF BEGINNING**.

Containing 878.304 acres, more or less.

SURVEYORS NOTES:

1) Bearings shown hereon are based on the West boundary of Section 6, Township 40 South, Range 20 East, Sarasota County, Florida, having a Grid bearing of N.00°08'44"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

2) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

3) See sheet 3 for overall.

4) See sheets 4-11 for sketch details.

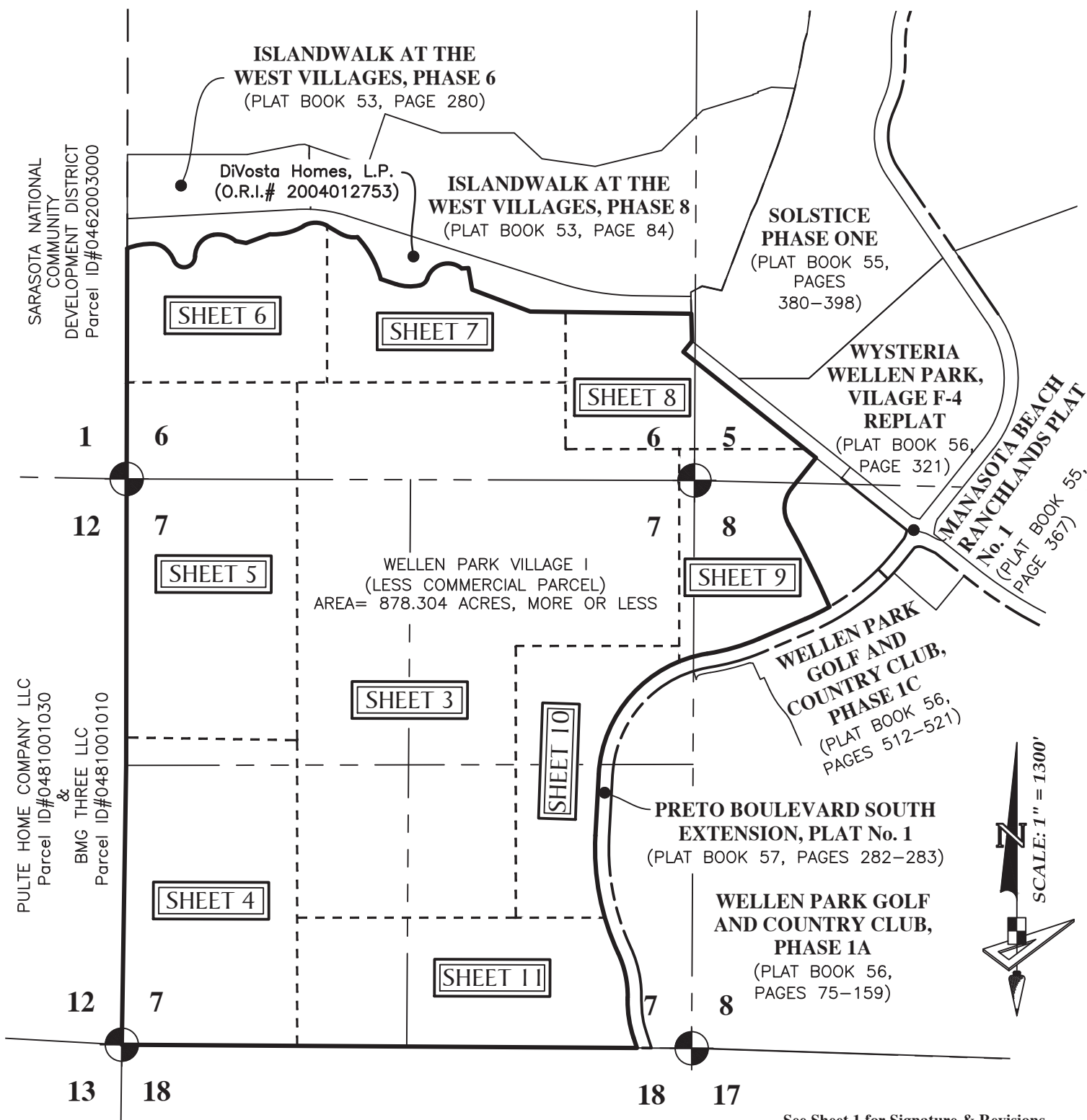
See Sheet 1 for Signature & Revisions

West Florida
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266
www.geopointsurvey.com
Licensed Business No.: LB7768



GeoPoint
Surveying, Inc.

EXHIBIT A (Not A Survey)



NOTES:

- 1) See sheet 1 for description.
- 2) See sheet 2 for continued description and surveyors' notes.
- 3) See sheets 4-11 for sketch detail.

LEGEND:

ID - - - - - Identification
O.R.I. - - - - - Official Records Instrument

See Sheet 1 for Signature & Revisions

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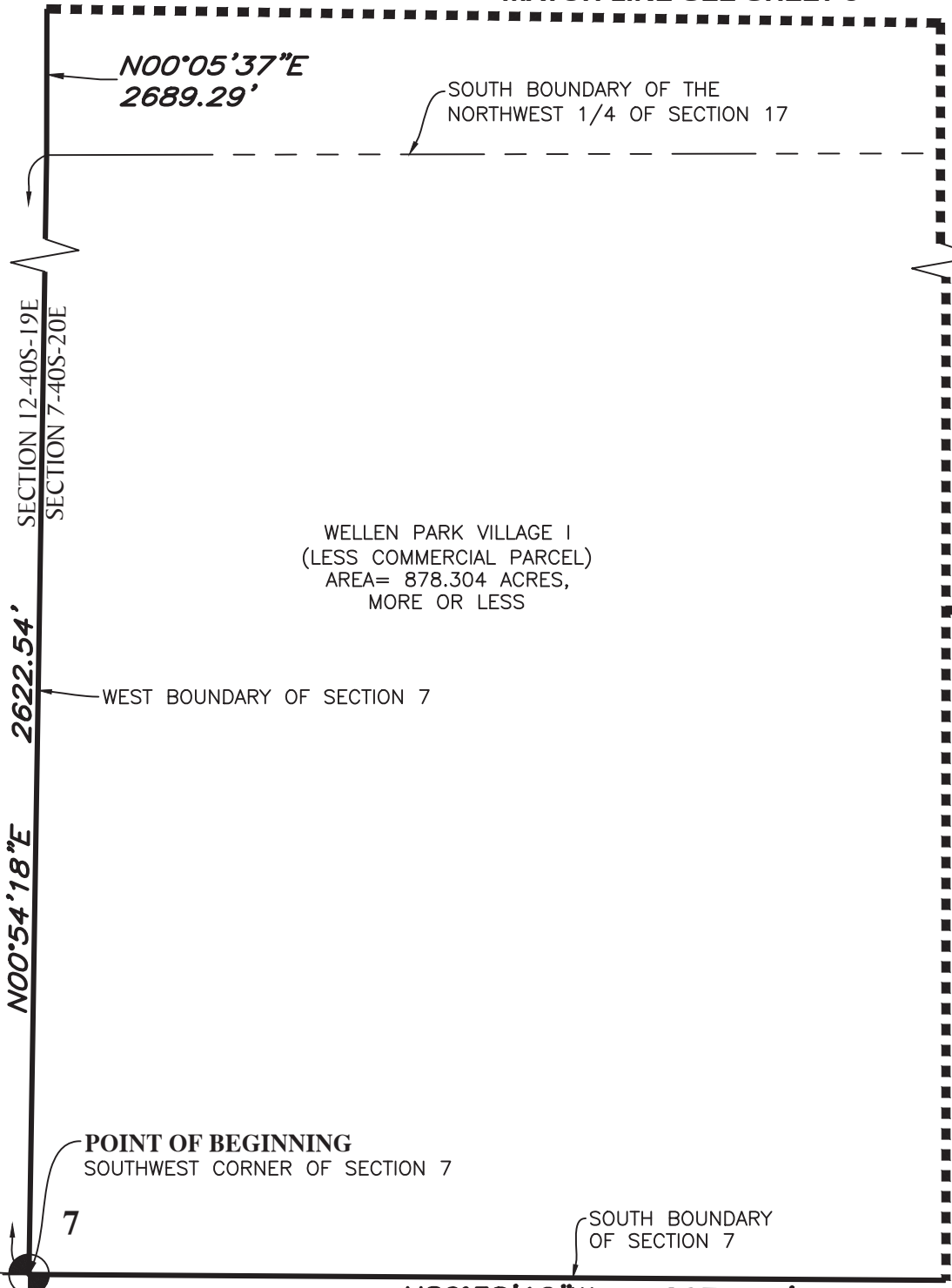
GeoPoint
Surveying, Inc.

EXHIBIT A (Not A Survey)

MATCH LINE SEE SHEET 5



PULTE HOME COMPANY LLC
Parcel ID#0481001030
&
BMG THREE LLC
Parcel ID#0481001010



MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 11

WELLEN PARK VILLAGE I
(LESS COMMERCIAL PARCEL)
AREA= 878.304 ACRES,
MORE OR LESS

WEST BOUNDARY OF SECTION 7

POINT OF BEGINNING
SOUTHWEST CORNER OF SECTION 7

SOUTH BOUNDARY
OF SECTION 7

N89°38'12"W 2674.87'

WINCHESTER FLORIDA RANCH LLLP
Parcel ID#0827001000
&
BOCA ROYALE PROPERTIES LLC
Parcel ID#0827002000

NOTES:

- 1) See sheet 1 for description.
- 2) See sheet 2 for continued description and surveyors' notes.
- 3) See sheet 3 for overall.
- 4) See sheets 4-11 for sketch detail.

LEGEND:

ID ----- Identification
O.R.I. ----- Official Records
Instrument

See Sheet 1 for Signature & Revisions

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EXHIBIT A (Not A Survey)

MATCH LINE SEE SHEET 6



SARASOTA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT
Parcel ID#0462003000

2164.18'
N00°08'44"E

WEST BOUNDARY OF SECTION 6

SOUTHWEST CORNER OF SECTION 6

1

6

12

7

NORTH BOUNDARY OF THE
NORTHWEST 1/4 OF SECTION 17

WELLEN PARK VILLAGE I
(LESS COMMERCIAL PARCEL)
AREA= 878.289 ACRES, MORE OR LESS

PULTE HOME COMPANY LLC
Parcel ID#0481001030
&
BMG THREE LLC
Parcel ID#0481001010

2689.29'
N00°05'37"E

WEST BOUNDARY OF SECTION 7

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 4

See Sheet 1 for Signature & Revisions

NOTES:

- 1) See sheet 1 for description.
- 2) See sheet 2 for continued description and surveyors' notes.
- 3) See sheet 3 for overall.
- 4) See sheets 4-11 for sketch detail.

LEGEND:

ID ----- Identification
O.R.I. ----- Official Records
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EXHIBIT A (Not A Survey)



SECTION 1-40S-19E
SECTION 6-40S-20E

ISLANDWALK AT THE WEST VILLAGES, PHASE 6 (PLAT BOOK 53, PAGE 280)

ISLANDWALK
AT THE WEST
VILLAGES,
PHASE 8
(PLAT BOOK 53,
PAGE 84)

DiVosta Homes, L.P.
(O.R.I.# 2004012753)

SOUTHWEST CORNER OF OFFICIAL
RECORDS INSTRUMENT NUMBER
2004012753

SARASOTA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT
Parcel ID#0462003000
N00°08'44"E 2164.18'

WELLEN PARK VILLAGE I
(LESS COMMERCIAL PARCEL)
AREA= 878.304 ACRES,
MORE OR LESS

WEST BOUNDARY
OF SECTION 6

SOUTHERLY BOUNDARY OF
OFFICIAL RECORDS INSTRUMENT
NUMBER 2004012753

CURVE DATA TABLE

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	633.03'	22°39'03"	250.26'	248.63'	N80°07'10"E
C2	174.77'	35°33'31"	108.46'	106.73'	S70°46'33"E
C3	280.04'	31°09'43"	152.31'	150.44'	S37°24'56"E
C4	103.32'	157°38'36"	284.27'	202.72'	N79°20'38"E
C5	206.41'	79°37'44"	286.87'	264.33'	N40°20'12"E
C6	255.42'	50°26'37"	224.87'	217.68'	S74°37'38"E
C7	565.61'	33°10'24"	327.48'	322.92'	N76°20'49"E
C8	224.35'	59°25'43"	232.70'	222.41'	N89°28'28"E

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S79°48'26"E	101.21'

MATCH LINE SEE SHEET 7

MATCH LINE SEE SHEET 5

NOTES:

- 1) See sheet 1 for description.
- 2) See sheet 2 for continued description and surveyors' notes.
- 3) See sheet 3 for overall.
- 4) See sheets 4-11 for sketch detail.

LEGEND:

ID - - - - - Identification
O.R.I. - - - - - Official Records
Instrument

See Sheet 1 for Signature & Revisions

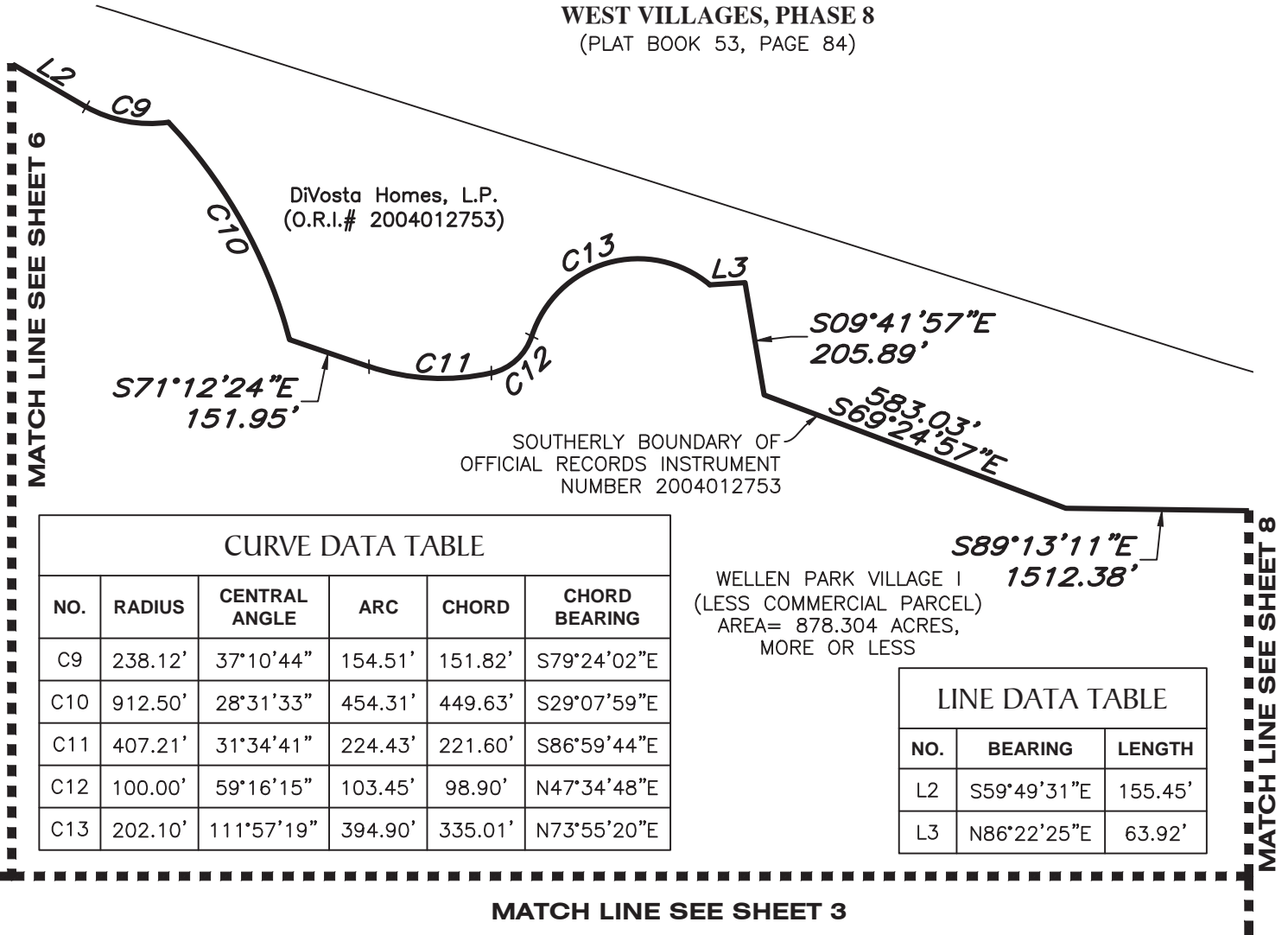
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GeoPoint
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EXHIBIT A (Not A Survey)



ISLANDWALK AT THE WEST VILLAGES, PHASE 8 (PLAT BOOK 53, PAGE 84)



CURVE DATA TABLE

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C9	238.12'	37°10'44"	154.51'	151.82'	S79°24'02"E
C10	912.50'	28°31'33"	454.31'	449.63'	S29°07'59"E
C11	407.21'	31°34'41"	224.43'	221.60'	S86°59'44"E
C12	100.00'	59°16'15"	103.45'	98.90'	N47°34'48"E
C13	202.10'	111°57'19"	394.90'	335.01'	N73°55'20"E

LINE DATA TABLE

NO.	BEARING	LENGTH
L2	S59°49'31"E	155.45'
L3	N86°22'25"E	63.92'

NOTES:

- 1) See sheet 1 for description.
- 2) See sheet 2 for continued description and surveyors' notes.
- 3) See sheet 3 for overall.
- 4) See sheets 4-11 for sketch detail.

LEGEND:

ID - - - - - Identification
O.R.I. - - - - - Official Records
Instrument

See Sheet 1 for Signature & Revisions

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GeoPoint
Surveying, Inc.

EXHIBIT A (Not A Survey)



**ISLANDWALK AT THE
WEST VILLAGES, PHASE 8**
(PLAT BOOK 53, PAGE 84)

SOUTHERLY BOUNDARY OF
OFFICIAL RECORDS INSTRUMENT
NUMBER 2004012753

DiVosta Homes, L.P.
(O.R.I.# 2004012753)

S89°13'11"E 1512.38'

*S01°26'06"E
257.85'*

SOUTHEAST CORNER OF
OFFICIAL RECORDS
INSTRUMENT NUMBER

WEST BOUNDARY OF
SOLSTICE PHASE ONE

SOUTHWEST CORNER OF
SOLSTICE PHASE ONE

SOLSTICE PHASE ONE
(PLAT BOOK 55, PAGES
380-398)

WELLEN PARK VILLAGE I
(LESS COMMERCIAL PARCEL)
AREA= 878.304 ACRES,
MORE OR LESS

MANASOTA BEACH RANCHLANDS LLLP
Parcel ID#0801001100
S51°25'13"E 1592.03'

**WYSTERIA
WELLEN PARK,
VILAGE F-4
REPLAT**
(PLAT BOOK 56,
PAGE 321)

MATCH LINE SEE SHEET 7

SECTION 6-40S-20E
SECTION 5-40S-20E

LINE DATA TABLE

NO.	BEARING	LENGTH
L4	S38°34'47"W	130.00'

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 9

NOTES:

- 1) See sheet 1 for description.
- 2) See sheet 2 for continued description and surveyors' notes.
- 3) See sheet 3 for overall.
- 4) See sheets 4-11 for sketch detail.

LEGEND:

ID ----- Identification
O.R.I. ----- Official Records
Instrument

See Sheet 1 for Signature & Revisions

West Florida
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266
www.geopointsurveying.com
Licensed Business No.: LB7768

GeoPoint
Surveying, Inc.

EXHIBIT A

(Not A Survey)

MATCH LINE SEE SHEET 8

MANASOTA BEACH
RANCHLANDS LLLP
Parcel ID#0801001100

WYSTERIA WELLEN PARK,
VILAGE F-4 REPLAT
(PLAT BOOK 56, PAGE 321)

S51°25'13"E
1592.03'

SECTION 5-40S-20E
SECTION 8-40S-20E

MANASOTA BEACH RANCHLANDS
PLAT No. 1 (PLAT BOOK 55, PAGE 367)

MANASOTA BEACH
RANCHLANDS LLLP
Parcel ID#0807001000

WELLEN PARK VILLAGE I
(LESS COMMERCIAL PARCEL)
AREA= 878.304 ACRES,
MORE OR LESS

PRETO BOULEVARD SOUTH
EXTENSION, PLAT No. 1
(PLAT BOOK 57, PAGES 282-283)

NORTHERLY BOUNDARY OF
PRETO BOULEVARD SOUTH
EXTENSION, PLAT No.1

S66°50'03"W
467.65'

WELLEN PARK
GOLF AND
COUNTRY CLUB,
PHASE 1C
(PLAT BOOK 56,
PAGES 512-521)

WELLEN PARK GOLF AND
COUNTRY CLUB, PHASE 1A
(PLAT BOOK 56,
PAGES 75-159)



LINE DATA TABLE

NO.	BEARING	LENGTH
L5	S38°34'47"W	370.81'

CURVE DATA TABLE

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C14	300.00'	68°05'06"	356.49'	335.88'	S04°32'15"W
C15	8635.45'	5°44'46"	866.02'	865.66'	S26°20'26"E
C16	2135.00'	6°49'32"	254.34'	254.19'	S63°25'17"W
C17	2085.00'	14°00'55"	510.02'	508.75'	S73°50'31"W
C18	1215.00'	77°43'55"	1648.37'	1524.83'	S41°59'01"W

See Sheet 1 for Signature & Revisions

NOTES:

- 1) See sheet 1 for description.
- 2) See sheet 2 for continued description and surveyors' notes.
- 3) See sheet 3 for overall.
- 4) See sheets 4-11 for sketch detail.

LEGEND:

ID - - - - - Identification
O.R.I. - - - - - Official Records Instrument

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Surveying, Inc.

EXHIBIT A (Not A Survey)

MATCH LINE SEE SHEET 3

MATCH LINE
SEE SHEET 9



WELLEN PARK VILLAGE I
(LESS COMMERCIAL PARCEL)
AREA= 878.304 ACRES,
MORE OR LESS

WESTERLY BOUNDARY OF
PRETO BOULEVARD SOUTH
EXTENSION, PLAT No.1

C18

MATCH LINE SEE SHEET 3

PRETO BOULEVARD
SOUTH EXTENSION,
PLAT No. 1
(PLAT BOOK 57,
PAGES 282-283)

S03°07'03"W
574.98'

WELLEN PARK GOLF AND
COUNTRY CLUB, PHASE 1A
(PLAT BOOK 56,
PAGES 75-159)

SECTION 7-40S-20E
SECTION 8-40S-20E

C19

CURVE DATA TABLE

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C18	1215.00'	77°43'55"	1648.37'	1524.83'	S41°59'01"W
C19	2315.00'	28°06'04"	1135.41'	1124.06'	S10°55'59"E

See Sheet 1 for Signature & Revisions

MATCH LINE SEE SHEET 11

LEGEND:

ID ----- Identification
O.R.I. ----- Official Records
Instrument

NOTES:

- 1) See sheet 1 for description.
- 2) See sheet 2 for continued description and surveyors' notes.
- 3) See sheet 3 for overall.
- 4) See sheets 4-11 for sketch detail.

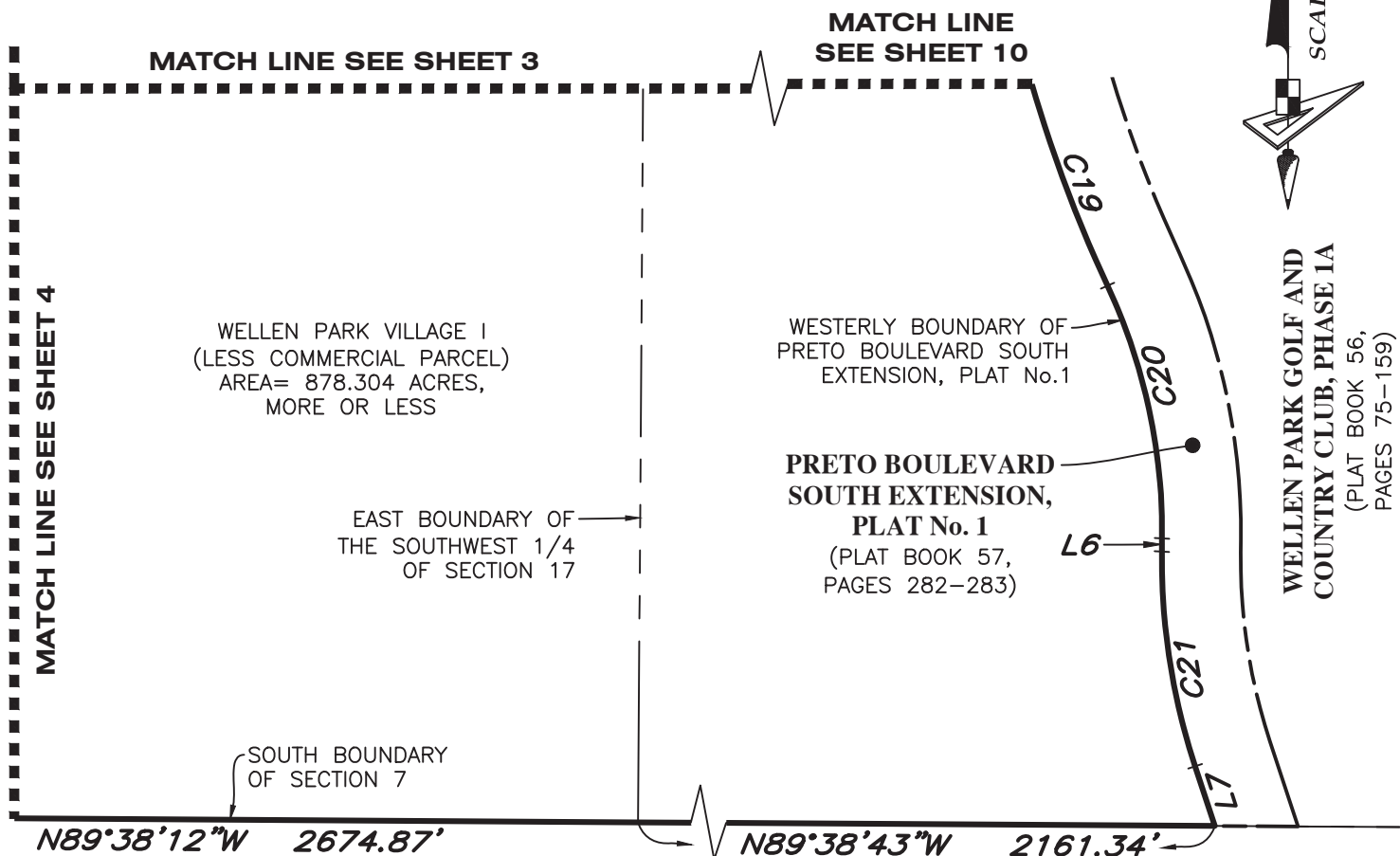
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EXHIBIT A (Not A Survey)



WELLEN PARK GOLF AND
COUNTRY CLUB, PHASE 1A
(PLAT BOOK 56,
PAGES 75-159)



WINCHESTER FLORIDA RANCH LLLP
Parcel ID#0827001000
&
BOCA ROYALE PROPERTIES LLC
Parcel ID#0827002000

WINCHESTER FLORIDA RANCH LLLP
Parcel ID#0827001000

CURVE DATA TABLE

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C19	2315.00'	28°06'04"	1135.41'	1124.06'	S10°55'59"E
C20	960.00'	25°38'03"	429.50'	425.93'	S12°09'59"E
C21	1090.00'	18°54'39"	359.76'	358.13'	S08°48'17"E

LINE DATA TABLE

NO.	BEARING	LENGTH
L6	S00°39'02"W	21.74'
L7	S18°15'37"E	103.58'

NOTES:

- 1) See sheet 1 for description.
- 2) See sheet 2 for continued description and surveyors' notes.
- 3) See sheet 3 for overall.
- 4) See sheets 4-11 for sketch detail.

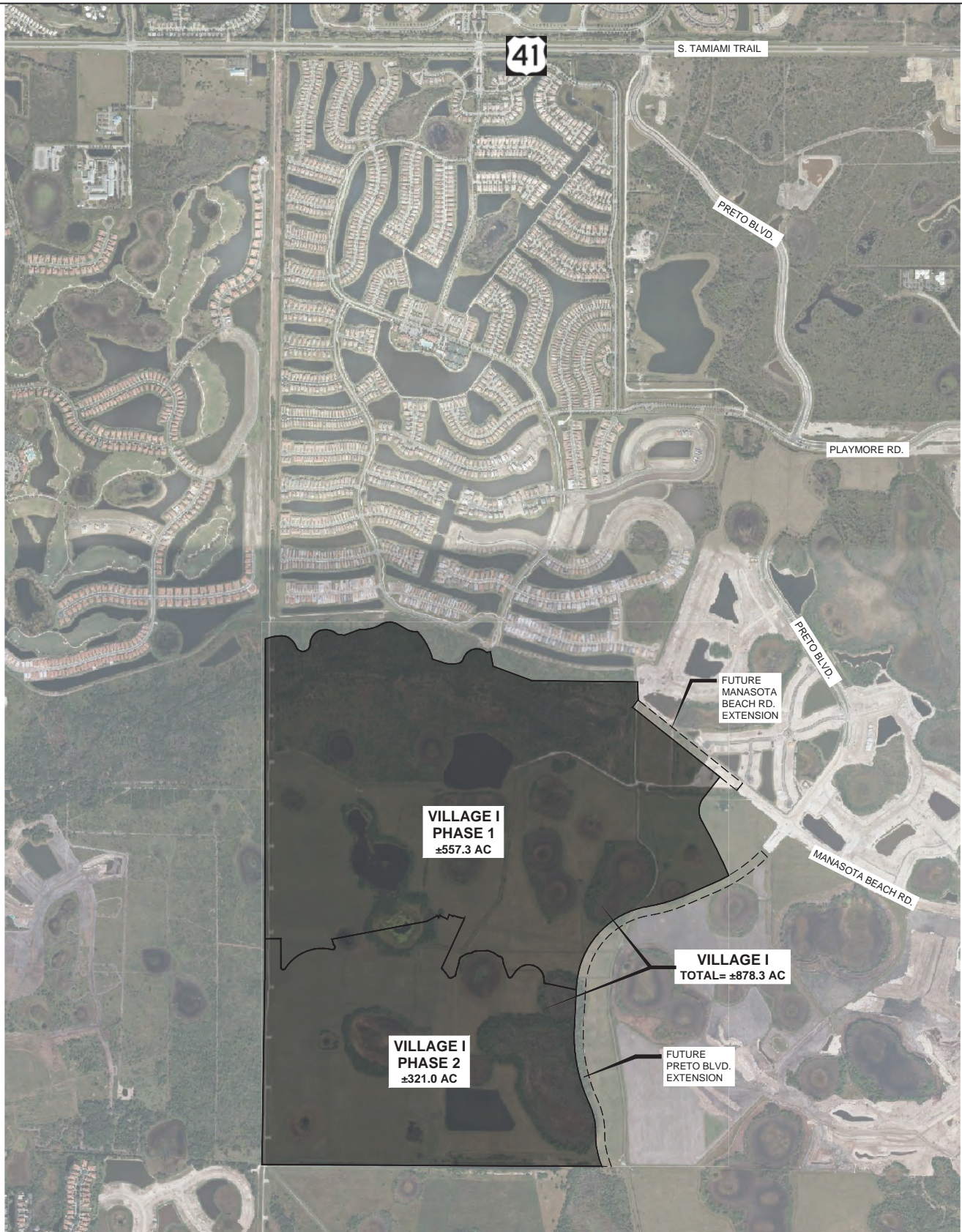
LEGEND:

ID - - - - - Identification
O.R.I. - - - - - Official Records Instrument

See Sheet 1 for Signature & Revisions

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WEST VILLAGES - UNIT 10 VILLAGE I



Master Special Assessment Methodology Report

WEST VILLAGES IMPROVEMENT DISTRICT
Unit of Development No. 10

January 11, 2024

SPECIAL DISTRICT SERVICES, INC

2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922

1.0 INTRODUCTION

The West Villages Improvement District (the “District”) is a local unit of special-purpose government with portions located in the City of North Port, Florida (the “City”) within Sarasota County, Florida (the “County”). The District was created in June 2004 by Chapter 2004-456, Laws of Florida, a special act of the Florida Legislature (the “Act”). The Act provides legal authority for the District to finance the acquisition, construction, operation, and maintenance of the public infrastructure improvements authorized by the Act. In order to address its authorized purpose, the District has and continues to create separate Units of Development. This Master Special Assessment Methodology Report (the “Master Report”) applies exclusively to Unit of Development No. 10 (“Unit No. 10”) of the District and the plan of development which currently contemplates a total of 1,149 residential dwelling units of varying product types.

Unit No. 10 includes approximately 878.3+/- acres and was created by the District to acquire and construct public infrastructure improvements designed to provide special benefit to the lands within Unit No. 10 (the “Unit No. 10 Improvements”). The West Villages Improvement District Unit of Development No. 10 Master Engineer’s Report dated January 11, 2024 was prepared by Dewberry Engineers Inc., 2201 Cantu Court, Suite 107, Sarasota, Florida (the “District Engineer”), and sets forth the Unit No. 10 Improvements including public roadways, including thoroughfares, arterial, collector, or local streets; stormwater improvements; water and sewer facilities; irrigation facilities; public roadway, landscape, lighting, signage, and furnishings; entry features; and consulting and contingencies (collectively the “Project”). The total estimated costs of the construction of the Project are \$98,600,000.

The District could issue up to approximately \$120,000,000 of Capital Improvement Bonds (the “Bonds”) if the District were to finance the entire Project, as described in the Engineer’s Report. It is expected that the District will finance only a portion of the Project with the issuance of Bonds in one or more series.

This Master Report will equitably allocate the costs being incurred by the District to provide the Unit No. 10 Improvements to the assessable lands within Unit No. 10 in the District. The implementation of the Project will convey special and peculiar benefits to the assessable properties within Unit No. 10 in the District. The Bonds issued to finance the Project will be repaid through the levy of non-ad valorem special assessments on all assessable property within Unit No. 10.

2.0 PROJECTS TO BE FUNDED BY THE DISTRICT

The Project as designed is an integrated system of facilities that provides specific benefits to all of the assessable lands within Unit No. 10. The total cost of the Project is currently estimated to be \$98,600,000. A detail of the estimated Project costs for the development is included herein on **Table A**.

Since it is contemplated that the Project will be developed in phases, the Project has been designed to be functional and confer special benefits to all landowners within Unit No. 10, prior to all phases being completed. Under such a phasing plan, each phase or portion of the Project can be financed independently of the other phases. As the finance program is implemented, supplemental methodology reports will be issued detailing the particulars of a specific bond issue. The supplemental report(s) will apply the principles set forth herein to determine the specific assessments required to repay the bonds issued to fund the then current development program.

The Project area consists of approximately 878.3 gross acres of land and is anticipated to include approximately 1,149 residential units of various unit types as outlined on **Table C**.

The Bonds, when issued will be repaid through the levy of non-ad valorem special assessments on all assessable property within Unit No. 10. Any portion of the Project not financed through the issuance of the Bonds will be paid for by Manasota Beach Ranchlands, LLLP or its successors or assigns (collectively the “Developer”).

The construction costs for the Project identified in this Master Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction or acquisition, of all or a portion of the Project, the District will impose non-ad valorem special assessments on benefited real property within Unit No. 10. These assessments are based on the special and peculiar benefits accruing to such property from the improvements comprising the Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible.

In summary, special assessments may be levied: (1) for facilities which provide special benefits to property as distinct from general benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by the properties; and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments placed upon various benefited properties in Unit No. 10 must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Project. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

In developing the methodology used for special assessments in the District, two interrelated factors were used:

- A.** Allocation of Benefit: Each parcel of land, lot and/or unit within Unit No. 10 in the District benefits from the construction and financing of the proposed improvements.
- B.** Allocation of Cost/Debt: The special assessments imposed on each parcel of land, lot and/or unit within Unit No. 10 cannot exceed the value of the benefits provided to such parcel of land, lot and/or unit.

Upon the sale of the proposed Bonds, the District’s debt will be allocated to the gross acreage within Unit No. 10 which totals approximately 878.3+/- acres and upon platting, to each platted parcel and/or residential dwelling unit/lot in Unit No. 10 on an Equivalent Residential Unit (“*ERU*”) basis and on the remaining unplatted land on an equal acreage basis. As platting occurs the debt assessments will be assigned on a first platted first assessed basis to platted parcels and residential dwelling units/lots receiving property folio numbers; and allocated on an *ERU* basis as shown herein on **Table C** and **Table F**. For the purpose of this Master Report each 50’ single family residential dwelling unit will

be the base unit upon which other product types will be compared to and has been assigned one (1) *ERU*. Any Front Footage (“FF”) product type not specifically stated in this Master Report will be assigned an *ERU* Factor based on the FF of such new product using 50’ as the baseline. The formula for such *ERU* Factor will be $X/50$. (Refer to **Table C** attached hereto for proposed *ERU* Factors).

Given the District’s approved land use plan and the type of infrastructure to be funded by the proposed special assessments, this method results in a fair allocation of benefits and an equitable allocation of costs for the Project. The special benefit received and applied to each parcel and/or residential dwelling unit/lot as a result of the construction of public infrastructure improvements will exceed the cost of such units allocated to each parcel and/or unit/lot. However, if the future platting results in changes in land use or proportion of benefit per acre and/or unit type, this allocation methodology may not be applicable and it may be necessary for the District to revise the allocation methodology.

To the extent land is sold in bulk to a third party, prior to platting, then, the District will assign debt based upon the development rights conveyed based upon the *ERU* factors as shown herein on **Table C**.

5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments for the District are planned to be collected through the Uniform Method of Collection described in Section 197.3632, *Florida Statutes* (“*F.S.*”) for platted lots, or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Section 197.3632, *F.S.*, or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and maintenance assessment amounts by a factor of 0.94. In the event the special assessments are direct billed, then, the collection costs and discounts may not apply.

6.0 FINANCING STRUCTURE

The estimated cost of construction for the Project is \$98,600,000.00. The construction program and the costs associated with Unit No. 10 are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Project are assumed to be financed by the Bonds which, when issued, will be payable from and secured by special assessments levied annually against all assessable properties within Unit No. 10 in the District which totals approximately 878.3+/- acres. Based on current market conditions the total aggregate principal amount of the Bonds (approximately \$120,000,000) for Unit No. 10 is shown herein on **Table B**. The proceeds of the Bonds will provide a maximum of approximately \$98,600,000 for construction related costs. The sizing of the Bonds is assumed to include capitalized interest, if so required, a debt service reserve fund equal to the maximum annual net debt service and issuance costs as shown herein on **Table B**. (Note: The District may not issue the total Par Debt of \$120,000,000 referenced in this Master Report.)

7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISIM

Allocation of costs and debt, shown herein on **Table C** and **Table D**, for the infrastructure improvements financed by the District for the Project (estimated at \$98,600,000) is initially based on the estimated number of product types and residential dwelling units (1,149) projected to be

constructed within Unit No. 10 in the District and benefited by the infrastructure improvements comprising the Project. Based on a Bond size of approximately \$120,000,000 at an assumed interest rate of 7.50% the estimated annual debt service on the Unit No. 10 Bonds will be approximately \$10,160,548 which has not been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that each platted parcel or unit is assessed no more than their pro-rata amount of the annual debt service shown in **Table E** and **Table F**, the District will be required to perform a “true-up” analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining assessable units. The District shall, at the time a plat or re-plat is submitted to the City and/or County:

A. Assume that the total number of *ERUs* relative to the Project is at least 1,176.80.

B. Ascertain the number of assessable residential parcels/lots in the plat (unrecorded at this time) or re-plat and any prior plats (“Planned Assessable Units/Lots”) and total amount of *ERUs* associated with such Planned Assessable Units/Lots.

C. Ascertain the current amount of potential remaining assessable parcels/lots (“Remaining Assessable Units/Lots,” and together with the Planned Assessable Units/Lots, the “Total Assessable Units/Lots”) and total number of *ERUs* associated with the Remaining Assessable Units/Lots.

If the *ERUs* associated with the Total Assessable Units/Lots are equal to 1,176.80, then no action would be required at that time. However, if the sum of the *ERUs* associated with the Total Assessable Units/Lots is less than 1,176.80, then the Developer will be obligated to remit to the District an amount of money sufficient to enable the District to retire an amount of proposed Bonds such that the amount of debt service allocated to each *ERU* associated with the Total Assessable Units/Lots does not exceed the amounts set forth in **Table D**. Conversely, if the sum of the *ERUs* associated with the Total Assessable Units/Lots is more than 1,176.80 after the filing of the final plat for the Project, then the District shall equitably reallocate the assessments resulting in a reduction in the par debt allocations per unit type set forth in **Table D**.

All assessments levied run with the land. A determination of a true-up payment shall be at the sole discretion of the District. It is the responsibility of the landowner of record to make any required true-up payments that are due including any accrued interest. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied. It is recommended that the true-up mechanism be formalized in an agreement between the District and the Developer.

In the event that additional land is annexed into Unit No. 10 which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

As previously described in this Master Report, the debt associated with the District’s improvement plan will be initially distributed on an equal acreage basis on all of the benefiting acreage within Unit

No. 10 in the District as outlined herein on **Table F** and **Exhibit “A”** attached hereto. As plats are approved parcels and/or lot/units within Unit No. 10 will be assessed in the manner described herein.

The lands within Unit No. 10 consist of approximately 878.3+/- acres as described in **Exhibit “A”** attached hereto. As of the date of this Master Report Unit No. 10 is unplatted Construction of Phase 1 improvements is in process, and mass grading of Phase 2 has also commenced. The anticipated par amount of Bonds to be issued by the District to pay for the Project is approximately \$120,000,000. Prior to final plat approval the assessments levied against the lands within Unit No. 10 in the District will be apportioned on a gross acre basis. Therefore, each gross acre of land in Unit No. 10 in the District will be assessed a maximum of approximately \$12,306.84 annually as outlined herein on **Table F**. When fully developed, Unit No. 10 is expected to contain approximately 1,149 residential dwelling units of varying product types.

9.0 ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Master Report.

Special District Services, Inc. does not represent the District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the District with financial advisory services or offer investment advice in any form.

TABLE A

PROJECT COST ESTIMATES

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 10**

	Total
COLLECTOR AND ARTERIAL ROADS	\$ 21,100,000
WASTEWATER TREATMENT PLANT	\$ 6,700,000
WATER TREATMENT PLANT	\$ 4,800,000
MASTER WATER MANAGEMENT	\$ 200,000
PARKS/GOVERNMENT	\$ 200,000
EARTHWORK	\$ 20,500,000
DRAINAGE AND WATER MANAGEMENT	\$ 15,200,000
POTABLE WATER	\$ 5,400,000
WASTEWATER	\$ 8,600,000
MASTER IRRIGATION	\$ 3,000,000
PROFESSIONAL SERVICES	\$ 12,900,000
Total	\$ 98,600,000

TABLE B

BOND SIZING

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 10**

	BOND SIZING
Par Amount*	\$ 120,000,000 *
Debt Service Reserve Fund (DSRF)	\$ (10,160,548)
Capitalized Interest (12 months)	\$ (9,000,000)
Issuance Costs	\$ (2,239,452)
Construction Funds	\$ 98,600,000
Bond Interest Rate	7.50%
Principal Amortization Period (Years)	30

*Subject to change at final bond pricing

TABLE C**ALLOCATION OF PROJECT COSTS****WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 10**

Product	Number of Units by Type	ERU Factor*	Total ERUs	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
Coach	132	0.50	66.00	\$ 5,529,912	\$ 41,893
Townhouse	37	0.60	22.20	\$ 1,860,061	\$ 50,272
50'	648	1.00	648.00	\$ 54,293,678	\$ 83,787
65'	287	1.30	373.10	\$ 31,260,758	\$ 108,923
75'	45	1.50	67.50	\$ 5,655,591	\$ 125,680
Total	1,149	N/A	1,176.80	\$ 98,600,000	N/A

*Rounded

TABLE D

ALLOCATION OF BOND DEBT

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 10**

Product	Number of Units by Type	ERU Factor*	Total ERUs	Bond Debt Allocation Per Unit Type*	Bond Debt Allocation Per Unit*
Coach	132	0.50	66.00	\$ 6,730,116	\$ 50,986
Townhouse	37	0.60	22.20	\$ 2,263,766	\$ 61,183
50'	648	1.00	648.00	\$ 66,077,498	\$ 101,971
65'	287	1.30	373.10	\$ 38,045,547	\$ 132,563
75'	45	1.50	67.50	\$ 6,883,073	\$ 152,957
Total	1,149	N/A	1,176.80	\$ 120,000,000	N/A

*Rounded

TABLE E

CALCULATION OF ANNUAL DEBT SERVICE

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 10**

		2024 Series Bond Debt
1	Maximum Annual Debt Service	\$ 10,160,548.29
2	Maximum Annual Debt Service Assessment to be Collected	\$ 10,809,093.93 *
3	Total Number of Gross Acres	878.300
4	Maximum Annual Debt Service per Gross Acre	\$12,306.84
5	Total Number of Residential Units Planned	1,149
6	Maximum Annual Debt Service per Unit Type	See Table F

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

TABLE F
ALLOCATION OF DEBT SERVICE ASSESSMENTS
WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 10

Product	Number of Units by Type	ERU Factor*	Total ERUs	**Maximum Annual Debt Assessment Per Unit Type*	**Maximum Annual Debt Assessment Per Unit*
Coach	132	0.50	66.00	\$ 606,220	\$ 4,593
Townhouse	37	0.60	22.20	\$ 203,911	\$ 5,511
50'	648	1.00	648.00	\$ 5,951,982	\$ 9,185
65'	287	1.30	373.10	\$ 3,426,982	\$ 11,941
75'	45	1.50	67.50	\$ 619,998	\$ 13,778
TOTAL	1,149	N/A	1,176.80	\$ 10,809,094	N/A

*Rounded

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

Folio ID#'s and/or Parcel Plat Description	Developable Acreage by Parcel	**Maximum Annual Debt Assessment Per Acre*	Par Debt Per Acre	Total Par Debt
Gross Acreage	878.3	\$ 12,306.84	\$ 136,627.58	\$ 120,000,000.00
TOTALS		N/A	N/A	\$ 120,000,000.00

*Rounded

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

EXHIBIT A

(Not A Survey)

DESCRIPTION:

A parcel of land lying in Sections 5, 6, 7, and 8, Township 40 South, Range 20 East, Sarasota County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of said Section 7; run thence along the West boundary thereof the following two (2) courses: 1) N.00°54'18"E., a distance of 2622.54 feet; 2) N.00°05'37"E., a distance of 2689.29 feet to the Southwest corner of said Section 6; thence along the West boundary thereof, N.00°08'44"E., a distance of 2164.18 feet to the Southwest corner of lands described in Official Records Instrument Number 2004012753, of the Public Records of Sarasota County, Florida; thence along the Southerly boundary of said lands described in Official Records Instrument Number 2004012753, the following twenty-one (21) courses: 1) Easterly, 250.26 feet along the arc of a non-tangent curve to the right having a radius of 633.03 feet and a central angle of 22°39'03" (chord bearing N.80°07'10"E., 248.63 feet) to a point of compound curvature; 2) Easterly, 108.46 feet along the arc of a compound curve to the right having a radius of 174.77 feet and a central angle of 35°33'31" (chord bearing S.70°46'33"E., 106.73 feet) to a point of compound curvature; 3) Southeasterly, 152.31 feet along the arc of a compound curve to the right having a radius of 280.04 feet and a central angle of 31°09'43" (chord bearing S.37°24'56"E., 150.44 feet) to a point of reverse curvature; 4) Easterly, 284.27 feet along the arc of a reverse curve to the left having a radius of 103.32 feet and a central angle of 157°38'36" (chord bearing N.79°20'38"E., 202.72 feet) to a point of reverse curvature; 5) Northeasterly, 286.87 feet along the arc of a reverse curve to the right having a radius of 206.41 feet and a central angle of 79°37'44" (chord bearing N.40°20'12"E., 264.33 feet) to a point of compound curvature; 6) Easterly, 224.87 feet along the arc of a compound curve to the right having a radius of 255.42 feet and a central angle of 50°26'37" (chord bearing S.74°37'38"E., 217.68 feet); 7) S.79°48'26"E., a distance of 101.21 feet; 8) N.69°47'28"E., a distance of 238.17 feet to a point of non-tangent curvature; 9) Easterly, 327.48 feet along the arc of a non-tangent curve to the left having a radius of 565.61 feet and a central angle of 33°10'24" (chord bearing N.76°20'49"E., 322.92 feet) to a point of reverse curvature; 10) Easterly, 232.70 feet along the arc of a reverse curve to the right having a radius of 224.35 feet and a central angle of 59°25'43" (chord bearing N.89°28'28"E., 222.41 feet); 11) S.59°49'31"E., a distance of 155.45 feet to a point of non-tangent curvature; 12) Easterly, 154.51 feet along the arc of a non-tangent curve to the left having a radius of 238.12 feet and a central angle of 37°10'44" (chord bearing S.79°24'02"E., 151.82 feet) to a point of non-tangent curvature; 13) Southeasterly, 454.31 feet along the arc of a non-tangent curve to the right having a radius of 912.50 feet and a central angle of 28°31'33" (chord bearing S.29°07'59"E., 449.63 feet); 14) S.71°12'24"E., a distance of 151.95 feet to a point of curvature; 15) Easterly, 224.43 feet along the arc of a tangent curve to the left having a radius of 407.21 feet and a central angle of 31°34'41" (chord bearing S.86°59'44"E., 221.60 feet) to a point of compound curvature; 16) Northeasterly, 103.45 feet along the arc of a compound curve to the left having a radius of 100.00 feet and a central angle of 59°16'15" (chord bearing N.47°34'48"E., 98.90 feet) to a point of reverse curvature; 17) Easterly, 394.90 feet along the arc of a reverse curve to the right having a radius of 202.10 feet and a central angle of 111°57'19" (chord bearing N.73°55'20"E., 335.01 feet); 18) N.86°22'25"E., a distance of 63.92 feet; 19) S.09°41'57"E., a distance of 205.89 feet; 20) S.69°24'57"E., a distance of 583.03 feet; 21) S.89°13'11"E., a distance of 1512.38 feet to the Southeast corner of aforesaid lands described in Official Records Instrument Number 2004012753, also being a point on the West boundary of SOLSTICE PHASE ONE, according to the plat thereof, recorded in Plat Book 55, Page 380, of the Public Records of Sarasota County, Florida; thence along said West boundary of SOLSTICE PHASE ONE, S.01°26'06"E., a distance of 257.85 feet to the Southwest corner thereof; thence S.38°34'47"W., a distance of 130.00 feet; thence S.51°25'13"E., a distance of 1592.03 feet; thence S.38°34'47"W., a distance of 370.81 feet; thence southerly, 356.49 feet along the arc of a tangent curve to the left having a radius of 300.00 feet and a central angle of 68°05'06" (chord bearing S.04°32'15"W., 335.88 feet); thence southeasterly, 866.02 feet along the arc of a reverse curve to the right having a radius of 8635.45 feet and a central angle of 05°44'46" (chord bearing S.26°20'26"E., 865.66 feet) to a point on the Northerly boundary of PRETO BOULEVARD SOUTH EXTENSION, PLAT No.1, according to the plat thereof, recorded in Plat Book 57, Page 282, of the Public Records of Sarasota County, Florida;

NOTES:

- 1) See sheet 2 for continued description and surveyors' notes.
- 2) See sheet 3 for overall.
- 3) See sheets 4-11 for sketch detail.

JOB : Wellen Park Village I

DRAWN: NMV DATE: 09/07/23 CHECKED: MC

Prepared For: Mattamy Homes

Revisions

DATE	DESCRIPTION	DRAWN

David A. Williams LS6423

West Florida
213 Hobbs Street
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GeoPoint
Surveying, Inc.

EXHIBIT A

(Not A Survey)

DESCRIPTION CONTINUED:

thence along said Northerly boundary and the Westerly boundary thereof the following ten (10) courses: 1) southwesterly, 254.34 feet along the arc of a non-tangent curve to the right having a radius of 2135.00 feet and a central angle of 06°49'32" (chord bearing S.63°25'17"W., 254.19 feet); 2) S.66°50'03"W., a distance of 467.65 feet; 3) westerly, 510.02 feet along the arc of a tangent curve to the right having a radius of 2085.00 feet and a central angle of 14°00'55" (chord bearing S.73°50'31"W., 508.75 feet); 4) southwesterly, 1648.37 feet along the arc of a reverse curve to the left having a radius of 1215.00 feet and a central angle of 77°43'55" (chord bearing S.41°59'01"W., 1524.83 feet); 5) S.03°07'03"W., a distance of 574.98 feet; 6) southerly, 1135.41 feet along the arc of a tangent curve to the left having a radius of 2315.00 feet and a central angle of 28°06'04" (chord bearing S.10°55'59"E., 1124.06 feet); 7) southerly, 429.50 feet along the arc of a reverse curve to the right having a radius of 960.00 feet and a central angle of 25°38'03" (chord bearing S.12°09'59"E., 425.93 feet); 8) S.00°39'02"W., a distance of 21.74 feet; 9) southerly, 359.76 feet along the arc of a tangent curve to the left having a radius of 1090.00 feet and a central angle of 18°54'39" (chord bearing S.08°48'17"E., 358.13 feet); 10) S.18°15'37"E., a distance of 103.58 feet to a point on the South boundary of said Section 7; thence along said South boundary the following two (2) courses: 1) N.89°38'43"W., a distance of 2161.34 feet; 2) N.89°38'12"W., a distance of 2674.87 feet to the **POINT OF BEGINNING**.

Containing 878.304 acres, more or less.

SURVEYORS NOTES:

1) Bearings shown hereon are based on the West boundary of Section 6, Township 40 South, Range 20 East, Sarasota County, Florida, having a Grid bearing of N.00°08'44"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

2) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

3) See sheet 3 for overall.

4) See sheets 4-11 for sketch details.

See Sheet 1 for Signature & Revisions

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WEST VILLAGES - UNIT 10 VILLAGE I

RESOLUTION 2024-06

A RESOLUTION AUTHORIZING THE DISTRICT'S SERIES 2024 PROJECT FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY WITHIN UNIT OF DEVELOPMENT NO. 10 OF THE DISTRICT SPECIALLY BENEFITED BY SUCH SERIES 2024 PROJECT TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170 AND 197, FLORIDA STATUTES, AND CHAPTER 2004-456, LAWS OF FLORIDA, AS AMENDED; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE CAPITAL IMPROVEMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES AND OTHER EXEMPT ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the West Villages Improvement District ("District") previously indicated its intention to construct certain types of infrastructure improvements within Unit of Development No. 10 ("Unit No. 10") within the District, and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors ("Board") noticed and conducted a public hearing pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended, relating to the imposition, levy, collection and enforcement of such assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 2004-456, *Laws of Florida*, as amended.

(b) The District is authorized by Chapter 2004-456, *Laws of Florida*, as amended, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sidewalk and streetlighting improvements, stormwater management improvements, water distribution improvements (including a water treatment plant), sewer distribution improvements (including a wastewater treatment plant), parks, irrigation facilities, landscaping, hardscaping, entry features, and other infrastructure improvements and services necessitated by the development of, and serving lands within, Unit No. 10 within the District.

(c) The District is authorized by Chapter 2004-456, *Laws of Florida*, as amended, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue Capital Improvement Revenue bonds payable from such special assessments as provided in Chapters 170 and 197, *Florida Statutes* and Chapter 2004-456, *Laws of Florida*, as amended.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the “Series 2024 Project,” the nature and location of which was initially described in Resolution 2024-03 and is shown in the District’s *Unit of Development No. 10 Master Engineer’s Report*, dated January 11, 2024, and which Series 2024 Project’s plans and specifications are on file in the offices of the District Manager located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410 and at the District’s local records office located at 12260 Everglow Drive #A3 North Port, Florida 24393; (ii) the cost of such Series 2024 Project be assessed against the lands within Unit No. 10 specially benefited by such Series 2024 Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Series 2024 Project, the levying of such Special Assessments (as herein defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay a portion of the costs of the Series 2024 Project which are to be assessed against the benefitted properties within Unit No. 10, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its Capital Improvement Revenue Bonds, in one or more series, including but not limited to its Series 2024 Capital Improvement Revenue Bonds (the “Series 2024 Bonds”).

(g) By Resolution 2024-03, the Board determined to provide the Series 2024 Project and to defray the costs thereof by making special assessments on benefitted property within Unit No. 10 and expressed an intention to issue the Series 2024 Bonds to provide a portion of the funds needed for the Series 2024 Project prior to the collection of such Special Assessments. Resolution 2024-03 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2024-03, said Resolution 2024-03 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2024-03, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2024-04 fixing the time and place of a public hearing at which owners of the property within Unit No. 10 that are to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of making the infrastructure improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel within Unit No. 10 and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On February 16, 2024, at the public hearing, at the time and place specified in the resolution and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Series 2024 Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the estimated costs of the Series 2024 Project are as specified in that certain *Unit of Development No. 10 Master Engineer's Report*, dated January 11, 2024, attached hereto as **Exhibit A** and incorporated herein by this reference (the "Engineer's Report"), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Series 2024 Project against the properties specially benefited thereby within Unit No. 10 using the method determined by the Board set forth in that certain final *Unit of Development No. 10 Master Special Assessment Methodology Report*, dated January 11, 2024, attached hereto as **Exhibit B** and incorporated herein by this reference (the "Master Assessment Methodology Report"), which results in the Special

Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Series 2024 Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT SERIES 2024 PROJECT. That certain Series 2024 Project for construction of infrastructure improvements initially described in Resolution 2024-03, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of a series of bonds, including the Series 2024 Bonds, referred to herein.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Series 2024 Project and the costs to be paid by Special Assessments on all specially benefited property within Unit No. 10 are set forth in **Exhibits A and B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments on the parcels within Unit No. 10 specially benefited by the Series 2024 Project, all as specified in the final assessment roll set forth in **Exhibit B**, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments, as reflected in **Exhibit B**, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Series 2024 Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a Series 2024 Project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Series 2024 Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Series 2024 Project has been determined, the term “Special Assessment” shall, with respect to each parcel, mean the sum of the costs of the Series 2024 Project.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Series 2024 Project and the adoption by the Board of a resolution accepting the Series 2024 Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time, subsequent to thirty (30) days after the Series 2024 Project has been completed and a resolution accepting the Series 2024 Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments at any time, or a portion of the remaining balance of the Special Assessment one time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be

in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Sarasota County who may notify each owner of a lot or parcel within Unit No. 10 of the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Master Assessment Methodology Report, attached hereto as **Exhibit B**, there may be required from time to time certain true-up payments. As parcels of land or lots are platted within Unit No. 10, the Special Assessments securing the Series 2024 Bonds shall be allocated as set forth in the Master Assessment Methodology Report. In furtherance thereof, at such time as parcels or land or lots are platted within Unit No. 10, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within Unit No. 10 of the District, as the boundaries of such unit may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Special Assessments to be reallocated to the units within Unit No. 10 being platted and the remaining property in accordance with **Exhibit B**, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable acres within Unit No. 10.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the landowner, that it intends to develop the ERUs within Unit No. 10 shown in **Exhibit B**, on the net developable acres within such unit, and is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if fewer ERUs are developed within Unit No. 10. However, no action by the District prohibits more than the maximum ERU's shown in **Exhibit B** from being developed within Unit No. 10. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Series 2024 Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in Unit No. 10 of the District. If the strict application of the True-Up Methodology to any assessment

reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Series 2024 Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres within Unit No. 10, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT; PROPERTY EXCLUDED BY LAW. Real property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or a home owners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments relative to Unit No. 10 in the Official Records of Sarasota County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of such unit.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 16th day of February 2024.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: *Unit of Development No. 10 Master Engineer's Report*, dated January 11, 2024

Exhibit B: *Unit of Development No. 10 Master Special Assessment Methodology Report*, dated
January 11, 2024

Exhibit A

Unit of Development No. 10 Master Engineer's Report, dated January 11, 2024

Exhibit B

Unit of Development No. 10 Master Special Assessment Methodology Report,
dated January 11, 2024

Tricia Lascasas

From: Kutak Rock Communications <Communications@KutakRock.com>
Sent: Friday, January 5, 2024 4:50 PM
To: Willson, Alyssa C.
Subject: Ethics Training 2024

KUTAKROCK

Development and Improvement Districts Practice Group



ABOUT US

SERVICES

NEWS & PUBLICATIONS

District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the [Florida Commission on Ethics' \("COE"\) website](#).

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides

additional links to resources that Supervisors can access to complete the training requirements.

Florida Commission on Ethics Training Resources

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

Office of the Attorney General Training Resources

Compliance

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

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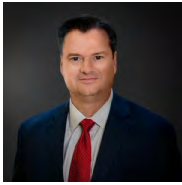
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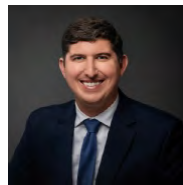
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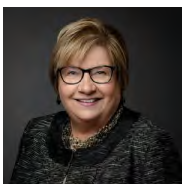
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