

**WEST VILLAGES IMPROVEMENT DISTRICT
PUBLIC HEARING, REGULAR BOARD MEETING & ATTORNEY-CLIENT SESSION
APRIL 11, 2024**

A. CALL TO ORDER

The April 11, 2024, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 10:03 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 April 2, 2024.

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:

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| 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 |

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| 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 |

Also present were Michelle Krizen and Andrew Karmeris, of Special District Services, Inc.; Cynthia Wilhelm of Nabors Giblin & Nickerson, P.A., and Bryan Mantz of GovRates, Inc.

D. DISCUSSION REGARDING PUBLIC DECORUM AT BOARD MEETINGS

Chairman Luczynski read the public decorum policy previously approved by the Board.

E. COMMENTS FROM THE PUBLIC FOR ALL AGENDA ITEMS

Victor Dobrin stated that he appreciated the service the Supervisors provide to the District. He stated that he felt the District should not issue more bonds and that new communities should contribute to connections to the irrigation system that will serve the entire District.

Pam Kantola commented that in her opinion the irrigation rate study was inaccurate and flawed and that there was no public opportunity afforded to residents to provide input to the irrigation study. She also stated that the rate study contract was to allow residents up to five opportunities to provide input, but residents were provided no opportunities to provide input for a 45% increase or \$150,000 annually to Gran Paradiso,

and that she felt that there were glaring accounting errors in Unit 6, which inflated developer deficit funding which, in turn, were used to justify increasing irrigation rates to residents.

Len Kantola thanked John Meisel for his service to the District and stated that he was looking forward to a resident elected Board.

F. APPROVAL OF MINUTES

1. March 11, 2024, Contractor Prequalification for Construction and Maintenance Services Committee Meeting

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley approving the minutes of the March 11, 2024, Contractor Prequalification for Construction and Maintenance Services Committee Meeting, amended to reflect the AMC Contracting bond limit to \$700,000. That **MOTION** carried unanimously.

2. March 14, 2024, Regular Board Meeting

A **MOTION** was made by Mr. Lewis, seconded by Chairman Luczynski and passed unanimously approving the minutes of the March 14, 2024, Regular Board Meeting, as presented.

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. 2024-09 – Adopting Defense and Indemnification – Supervisor Luczynski

Ms. Whelan explained, pursuant to Resolution 2016-08, the District can indemnify the Supervisors and staff for legal or administrative actions that have been initiated against them relative to their service as a Board Supervisor or staff member. The four Supervisors listed in the agenda package have been notified of an administrative action filed against them and have notified the District of a request for indemnification in accordance with Resolution 2016-08. Copies of the correspondence have been forwarded to the District's insurance carrier to process and review.

Mr. Meisel asked why the District waited for a response from the insurance company prior to considering his indemnification resolution when he previously requested indemnification for a complaint filed against him.

Mr. Lewis stated that the District waited for a response from the insurance company prior to considering Mr. Meisel's indemnification request because his actions appeared to not relate to his role as a Supervisor.

Ms. Whelan also responded that the same process was followed for Mr. Meisel that is being followed here but upon the initial consideration of his indemnification resolution, and at the request of the Board, the District sought advice from the insurance company to see if it would be a covered claim in advance of the Board making a decision on the indemnification request. She recalled that the Supervisors and residents took issue with John Meisel's indemnification resolution regarding whether or not his actions were taken within his role as a Board Supervisor versus private actions taken as an individual. Based on that inquiry, it was realized that the insurance company's procedure is to wait until the conclusion of whatever the action

was, and to decide at that time whether the person was acting in a public versus private capacity, assuming there was no finding of a violation of law.

Resolution No. 2024-09 was presented, entitled:

RESOLUTION 2024-09

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.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney adopting Resolution No. 2024-09, as presented, and passed on a vote of 3 to 1 with Chairman Luczynski abstaining and Mr. Meisel dissenting.

2. Consider Resolution No. 2024-10 – Adopting Defense and Indemnification – Supervisor Lewis

Resolution No. 2024-10 was presented, entitled:

RESOLUTION 2024-10

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

A **MOTION** was made by Chairman Luczynski, seconded by Ms. Masney adopting Resolution No. 2024-10, as presented, and passed on a vote of 3 to 1 with Mr. Lewis abstaining and Mr. Meisel dissenting.

3. Consider Resolution No. 2024-11 – Adopting Defense and Indemnification – Supervisor Masney

Resolution No. 2024-11 was presented, entitled:

RESOLUTION 2024-11

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.

A **MOTION** was made by Mr. Buckley, seconded by Mr. Lewis adopting Resolution No. 2024-11, as presented, and passed on a vote of 3 to 1 with Ms. Masney abstaining and Mr. Meisel dissenting.

4. Consider Resolution No. 2024-12 – Adopting Defense and Indemnification – Supervisor Buckley

Resolution No. 2024-12 was presented, entitled:

RESOLUTION 2024-12

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.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney adopting Resolution No. 2024-12, as presented, and upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Buckley abstaining and Mr. Meisel dissenting.

Ms. Whelan advised that all of the named Supervisors elected to retain the services of Andrew Salzman at Unice Salzman Jensen P.A., for which there was already a fee agreement with the District and each Supervisor in place. The agreements are broad and allow for continuing services. As a result, the existing agreements with Unice Salzman Jensen P.A. will be relied upon for these actions as well.

5. Receive Correspondence from Englewood Water District (EWD)

Ms. Whelan stated that, as has been discussed many times over the past few years, Englewood Water District (EWD) sent notice to WVID on March 27, 2019, regarding its intent to terminate the interlocal agreement for reclaimed water between WVID and EWD (EWD Agreement), which termination became effective March 27, 2024. Based on discussions that have occurred and comments made during public outreach meetings on the irrigation rates, particularly false statements, inaccuracies, and confusion regarding the genesis of that notice, EWD sent WVID the letter enclosed in your agenda package that she believes is an attempt to clarify their position of what actually happened, historically, regarding the termination of the EWD Agreement and EWD's willingness to enter into a new agreement with WVID in the future regarding the provision of reclaimed water.

Mr. Meisel asked Ms. Whelan if she was current counsel at the time the letter of termination was received by EWD. Ms. Whelan confirmed that either she or one of her colleagues served as District Counsel in 2019.

Mr. Meisel asked if she or one of her colleagues looked at the letter of termination to determine the legality of it. Ms. Whelan asked in what respect Mr. Meisel was referring to, as EWD sent a termination letter pursuant to the requirements of the agreement.

Mr. Meisel asked who signed the termination letter. Ms. Whelan responded that she did not know off the top of her head.

Mr. Meisel stated that it was the administrator, Steve Burroughs, who is no longer with EWD and in his opinion Mr. Burroughs was neither authorized to send the termination letter based upon the policies and procedures of EWD, nor did EWD publish a public agenda item for the termination of the agreement, nor did the EWD Board ever vote to terminate the agreement, so in his opinion the termination letter could be ruled "void ab initio" by a court because it violated the Sunshine Law. Ms. Whelan stated that WVID operates based on facts which are that it received a termination letter related to the EWD Agreement from EWD which was in compliance with the termination provisions of that agreement. She further stated that EWD's counsel was copied on, and probably prepared the termination letter, and so EWD's attorneys had oversight relative to EWD's internal termination approval process. As a result, WVID doesn't have a reason

to believe that a termination letter since in accordance with the requirements of the EWD Agreement that EWD counsel had oversight on violated any legal requirements.

Mr. Meisel stated that District Counsel is responsible for reviewing everything that comes in for legitimacy. He stated that in his opinion it was not by pure happenstance that the letter was received from EWD on April 3, 2024, because he attended a meeting on April 2, 2024, as a resident of Gran Paradiso and a recipient of reclaimed water. Mr. Meisel further stated that at that meeting he informed EWD of the possible Sunshine Law violation. He stated that he feels that WVID has the opportunity to go back and amend the existing EWD Agreement to remove any committed capacity of water instead of entering into a new agreement with EWD.

Mr. Lewis stated that the only person who has said that this is a possibility is John Meisel, and there is nothing in the letter from EWD proposing an amendment to the existing EWD Agreement which just terminated, and in the most recent letter from EWD the agency has again restated their position to terminate the existing EWD Agreement.

Mr. Meisel stated that no one here had challenged the termination, nor was it challenged when the original letter was received. Mr. Lewis stated that was Mr. Meisel's opinion that the termination was done improperly, but that this was not fact.

Mr. Meisel asked if the WVID Board would support amending the existing EWD Agreement. Ms. Whelan stated that, for the avoidance of doubt, the April 3, 2024 letter from EWD in your agenda package very clearly states that EWD does not intend to amend the existing EWD Agreement, which is EWD's legal right. So from WVID's perspective, WVID has received both a 2019 letter of termination of the existing EWD Agreement as well as a 2024 confirmation of EWD's intent to terminate the existing EWD Agreement and she is not aware of any correspondence to WVID to the contrary.

Mr. Meisel asked whether it is incumbent on WVID, now that he has raised his concerns, to determine if there is any accuracy in his claims that the EWD Agreement was terminated improperly by EWD in an attempt to force EWD to perform pursuant to the existing EWD Agreement that just terminated. Chairman Luczynski stated that EWD had the right to terminate the existing EWD Agreement and it has previously stated and has stated in this recent letter that it would enter into a new supply agreement. However, EWD will not guarantee any reclaimed water and it will be sent to WVID when EWD has it available if WVID has the capacity to receive it. So, if Mr. Meisel thinks EWD will rescind its termination of the existing EWD Agreement, which has already gone into effect, and EWD would continue to give WVID water under that agreement he is fooling himself. EWD has already told WVID they do not desire to proceed in that manner.

Chairman Luczynski asked Mr. Johanneman how much water EWD has provided WVID since the beginning of March 2024. Mr. Johanneman responded that zero flow had been received since the beginning of April. The last days of March resulted in only approximately 2,000 gallons for that period.

Mr. Meisel stated that he had pictures of water flowing from what he thought was the EWD reclaimed water pipe for seven straight days in April. Mr. Johanneman stated that he had not seen the pictures that Mr. Meisel is referring to, but the meter reading coming from the EWD pipe has not registered any water flow since late March so perhaps Mr. Meisel was looking at the Sarasota County reclaimed water pipe.

Chairman Luczynski asked Ms. Whelan if it would be appropriate to send the EWD attorney a letter asking him to confirm that the March 27, 2019, letter of termination of the EWD Agreement was done legally. Ms. Whelan stated she would be happy to do that at the direction of the Board.

Ms. Masney asked if WVID strategically would want to challenge EWD on whether it did something legally, which appears to have been the case, and then turn around and ask them to enter into a new supply agreement to provide WVID with reclaimed water. She stated that she does not want to have a letter written aggressively accusing EWD of illegal activity.

Mr. Lewis stated that his understanding of the question was whether the person who signed the letter from EWD had the authorization to do so.

Mr. Meisel stated he sent Ms. Whelan an e-mail on April 11th, not copying other Board Members because that would have been a violation of Sunshine Law, requesting counsel's opinion if it is a potential conflict of interest if the landowner-elected Board members that are affiliated with Mattamy vote and approve upon anything associated with the master developer on the agenda presented today.

Ms. Whelan explained, as discussed in Board meetings many times, special districts are established for the sole purpose of facilitating infrastructure development within the boundaries of the district and so these special districts are legislatively structured where there are landowner elections at the beginning of the district's life cycle and that, commensurate with build-out of the development, the landowner elections transition to resident elections. Currently, WVID is in the early stages of development where the landowners are still primarily electing Supervisors to the Board, and the framework for the statutes contemplate this. She stated that this is how every residential special district in the state works- this is not just WVID. In contemplation of that legislatively authorized structure, there are provisions in the ethics laws that allow for Supervisors that sit in one-acre one-vote landowner-elected seats, which includes each of the Supervisors you have referenced that are employed by the master developer, to vote on matters that may have impacts on their employer, which is a landowner within the District, absent them receiving some personal benefit or bonus for voting on a particular item. Recall that this is because the entire purpose of this District is to fund infrastructure development for the benefit of the landowners which includes not only residents but also owners of undeveloped land within the District.

Ms. Whelan stated that on this same topic, Mr. Meisel had previously filed ethics complaints against each of the Supervisors for voting on the irrigation ratemaking resolution that occurred in early 2023, alleging that those Supervisors were not permitted by the ethics laws to have voted on that resolution. The Florida Commission on Ethics investigated this allegation and, since our last Board meeting, found that each of those Supervisors had committed no violation of law.

Mr. Meisel stated that at the January meeting he specifically asked Ms. Whelan who would draft the special act amendment legislation and her response was the lobbying consultant. Ms. Whelan responded correct, but note that her firm, as the special district subject matter expert, has to tell the lobbyists the parameters of what the legislation should say so generally we will prepare initial language and background information on the need for the changes, and will provide that to the lobbyists who actually tweak and wordsmith the language and put it in the form necessary to submit it to the legislators and the Legislature for consideration. If District staff doesn't provide initial guidance, the lobbyists are essentially walking blind in drafting proposed legislation for the District which is not beneficial to the District in accomplishing its objectives.

Mr. Meisel stated that in January he asked who would be drafting the legislation and Ms. Whelan responded that the lobbyists were. However, on December 20, 2023, Ms. Whelan sent a draft of the proposed legislative change to the lobbying consultant. Ms. Whelan stated, as she had just explained, the lobbyists rely on District staff to provide the context of the subject matter with which they are going to prepare and provide an ultimate bill that is utilized to lobby the Legislature, but they need to rely on her office to assist and tell them what the language in the bill should say. They have no independent insight into our election, eminent domain, or real property conveyance processes that the Board has authorized revising.

Mr. Meisel stated that Ms. Whelan's response was that they had attorneys on staff that were versed in writing legislation. Ms. Whelan responded that as she has repeatedly stated, her office has to tell the lobbyists what the subject matter of the bill should state, but they are the ones that will ultimately finalize what we send, which is just a rough draft, and build it into the accepted bill drafting format that gets distributed to members of the Legislature, utilized in required reports, and ultimately filed with the Legislature.

Mr. Meisel asked if her proposed legislative draft has recommended language for the statute. Ms. Whelan responded that as she has repeatedly explained to Mr. Meisel, her office's role is to provide the recommended revised language to the lobbyists- who are not special district attorneys. Their expertise is lobbying and shepherding legislation based on the subject matter textual changes that WVID staff advises them of.

Mr. Meisel asked why there was not a line item on any invoices from Kutak Rock for Ms. Whelan's effort associated with drafting that legislation, and whether the time entry was redacted.

Ms. Whelan responded that her invoices are summary in nature and there may be work conducted for the District for which an invoice has not yet been sent, and stated that redaction may occur for work that is done on behalf of the District if it just falls into a public records exemption category. For example, recently all documents distributed outside of staff have to be reviewed to see if there is any sensitive information relative to the three ongoing lawsuits that have been filed against the District. This is a time intensive and expensive process and the District is not only entitled by Florida Statutes to redact exempt or confidential information, but it actually has a duty and obligation to redact exempt or confidential information.

Mr. Meisel asked if phone calls relative to the litigation are considered redactable. Ms. Whelan responded that it could be, depending on the specific circumstances.

Mr. Meisel responded, if Ms. Whelan feels, in her opinion, that there is no conflict then the Board can proceed, however he personally believes there is a conflict not only because individual Supervisors are named in a motion filed by the Gran Paradiso Property Owners Association (GPPOA) to be added as defendants to the irrigation lawsuit, but also because now their employer is named. Mr. Meisel further inquired why Ms. Whelan did not send the ethics advisory opinion request even though the Board authorized her to do so at the March Board meeting.

Ms. Whelan responded that she does not represent individual supervisors and so can't advise them personally, but the fact remains that there is a provision in Florida law that allows landowner-elected supervisors to vote on things that may affect their employer or other landowners to which they are affiliated, and that the Florida Commission on Ethics has just recently investigated and found that the four Supervisors employed by the master developer did not violate the law when they voted to approve the irrigation ratemaking resolution back in April 2023, which ostensibly provides a benefit to their employer by readopting the well availability fee which is currently being collected and held in escrow.

Ms. Whelan went on to state that in regard to the Board's direction in March requesting that her office coordinate an advisory opinion as to whether there is a conflict of interest that exists relative to the landowner-elected Board members resulting from Thomas Ranch Intangibles' and The Ranch Land Operations' attempt to intervene in the GPPOA irrigation litigation, those entities have withdrawn their motion subsequent to the March Board meeting. In consultation with the Chairman, it was decided that this issue was now moot because Mr. Meisel's allegation was that these two parties are adverse to the District by attempting to intervene in the litigation. Recall that as we discussed at the last meeting, their interests

are in reality aligned with the District's in their desire to prohibit the relief that the GPPOA is requesting, but in any event those entities are no longer active participants in the current litigation.

Mr. Meisel asked when the Board approves something, does the Chairman has the authority to overrule that direction. Ms. Whelan responded that the decision was made not to spend the time to prepare an advisory opinion request based on changed circumstances such as this that essentially made the request moot, and that it was planned for the matter to be discussed with the Board at this current meeting to receive further direction on whether the Board desired for her office to prepare and file an advisory opinion after the issue became moot.

Mr. Meisel stated that now that Thomas Ranch Intangibles and The Ranch Land Operations have been named back in the lawsuit along with the other four Supervisors, including Ms. Whelan, he believes it is important that the District get that ethics advisory opinion addressed. Chairman Luczynski stated that in reference to Mr. Meisel's statement, all that has been filed by the GPPOA is a motion requesting that the Court allow the GPPOA complaint to be amended to add additional parties. From his perspective he is trying to be a good steward of District resources and did not want the District to just keep running up their legal fees to seek guidance on a matter that was no longer relevant.

Mr. Meisel stated that he respected the Chairman's opinion on that, but that he desired to still seek an advisory opinion.

Mr. Lewis asked if someone could remind him what the advisory opinion request exactly was.

Ms. Whelan stated that at the March meeting Mr. Meisel suggested that the District seek advice from the Commission on Ethics as to whether the fact that Thomas Ranch Intangibles and The Ranch Land Operations were seeking to intervene in the GPPOA lawsuit- not suing the District as a defendant but technically aligned with the District in its attempt to have the Court not grant the GPPOA the relief it has requested in its litigation complaint- is a conflict of interest based on Mr. Meisel's own prior 2023 Commission on Ethics advisory opinion ruling that his actions serving on the GPPOA Board and District Board were a conflict of interest because of litigation between those two entities.

Mr. Lewis inquired whether the conflict of interest related to voting on matters or a situational conflict of interest. Ms. Whelan responded situationally, whether there was any conflict of interest based on the existence of the master developer attempting to intervene in the GPPOA lawsuit. Mr. Meisel's contention was that it was the same situation that the Commission on Ethics had previously ruled on in 2023 finding him in violation of the ethics laws, where he was serving as both a board member of the GPPOA and acting in an adverse capacity serving as an adverse witness against the District in a lawsuit filed by the GPPOA against the WVID that he was also serving on as a Supervisor. He was making the assertion that the master developer's desire to intervene in the GPPOA lawsuit was a similar situation as his situation.

Mr. Lewis stated he was perfectly fine with seeking an ethics advisory opinion so long as the circumstance actually exists. If we're asking them to evaluate a conflict based on an intervention in a lawsuit and there is no intervention in the lawsuit, that is nonsensical. Mr. Lewis further stated that he thought that the 2023 ethics complaint that Mr. Meisel filed against him, which he felt that Mr. Meisel totally mischaracterized in the newspaper, suggested that the Board determined that the irrigation agreements had no benefit to the master developer, but he believed nothing could have been further from the truth. He stated that the Commission on Ethics investigator specifically asked him whether the agreements had some benefit to the master developer and he had responded to the investigator in the affirmative. He felt the four Supervisors were allowed to vote based on the exemption and the law for one-acre one-vote Board seats. That was the issue, not whether it benefited the developer, but whether it was proper to vote and the Commission on

Ethics determined that it was proper to vote on the 2023 irrigation ratemaking resolution because that is what the law allows. Nothing being discussed at the meeting today, from his perspective, was any different than that 2023 vote. The complaints were filed with the Commission on Ethics, an investigation occurred, and a ruling was issued by the Commission that it was okay for them to have voted on that resolution. Having said all of that, he never minds asking somebody to give confirmation that the Supervisors are doing the right thing and was not generally opposed to that so long as it was situationally appropriate.

Chairman Luczynski commented that in his opinion the District should seek an ethics advisory opinion only if the Court accepts the new filing because the last time Mr. Meisel tried to get the Court to amend the GPPOA complaint, the Court threw it out.

Mr. Meisel stated that in the absence of waiting on the Court to rule on the GPPOA motion to amend its complaint, he would file another ethics complaint against the landowner-elected Supervisors because he felt that there was a conflict of interest that existed. He stated that he did not want to have to file that ethics complaint because he thought it might be easier if the Board received an advisory opinion now on the topic.

Ms. Whelan stated, just to clarify again, for the record to avoid misstatements of fact, the master developer has not filed suit against the District. The only lawsuits that the District has been a party to in recent history were filed by 1) the GPPOA relative to the District's irrigation program, 2) Mr. O'Sullivan and related resident parties' relative to the District's assessments, and 3) Mr. Fernstrum relative to the District's urbanization calculation. The master developer has not filed a lawsuit or sought to recover any relief against the District in court. The master developer's desired intervention in the litigation does not mean that they filed suit against the District, it is instead their attempt to participate in the litigation to achieve essentially the same objective against the GPPOA as the District is seeking. If Thomas Ranch Intangibles and The Ranch Land Operations are brought in to the GPPOA lawsuit, whether by their own request to intervene or by the GPPOA being allowed to expand the scope of their current litigation to name those entities as defendants, they would be adverse to the GPPOA not the District. The District and these entities would essentially be co-defendants, both on the same side of the litigation. Both the master developer's and the District's litigation interests are aligned and if you look at the pleadings from the intervention motions, the arguments that these entities were making were essentially the same arguments that the District was making.

I. UNIT OF DEVELOPMENT NO. 1

1. Consider Change Order No. 7 between the District and DeMoya, Inc. for Wellen Park Boulevard Roundabout and US 41/State Road 45 Improvement Project

Mr. Licari presented Change Order No. 7, which increases the contract in the amount of \$113,000. This change order is due to stormwater drainage structure considerations that were missing in the original bid documents for this project. This roundabout project is located in front of Wellen Park Boulevard.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving Change Order No. 7 between the District and DeMoya, Inc. for the Wellen Park Boulevard Roundabout and US 41/State Road 45 Improvement Project in the amount of \$113,000, as presented.

2. Consider Change Order No. 8 between the District and DeMoya, Inc. for Wellen Park Boulevard Roundabout and US 41/State Road 45 Improvement Project

Mr. Licari presented Change Order No. 8, which increases the contract in the amount of \$156,406.82. This change order relates to labor increases from Change Order No.7 and additional project labor costs.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving Change Order No. 8 between the District and DeMoya, Inc. for the Wellen Park Boulevard Roundabout and US 41/State Road 45 Improvement Project in the amount of \$156,406.82, as presented.

3. Consider Fifth Amendment to Agreement between the District and BrightView Landscape Services, Inc. Regarding the Provision of Landscape and Irrigation Maintenance Services

Mr. Johanneman presented the Fifth Amendment to the BrightView Landscape Maintenance contract related to the inclusion of the Mezzo and Merlot roadways. The contract amendment adds the maintenance of these roadways to the existing annual contract in the amount of \$156,060.00 per year. The District will issue a new request for proposals in 2026 unless the District decides to go out for RFP sooner. The current prequalified contractors for landscape maintenance are Brightview and Juniper.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously approving the Fifth Amendment to the Agreement between the District and BrightView Landscape Services, Inc. regarding the provision of landscape and irrigation maintenance services for the Mezzo and Merlot roadways in the amount of \$156,060, annually, as presented.

J. UNIT OF DEVELOPMENT NO. 3

Mr. Meisel inquired why the rate study public hearing was referenced under Unit 3. Ms. Whelan stated that, as has been discussed at prior Board meetings, this matter is considered under Unit 3 as it was necessitated by the irrigation litigation filed by the GPPOA.

Ms. Whelan stated that by way of background for members of the public in attendance, the District is involved with active litigation with the GPPOA relative to the District's irrigation program, including components of its rates, and as a result of that litigation the District issued an RFP about this time last year for an independent utility rate consultant to prepare a new rate study for the District to provide a review and recommendation relating to its current irrigation rates. The Board unanimously selected GovRates, Inc. to prepare that rate study for the District, tasking it to look at both the existing rates as well as the structure to determine what recommendations should be made for changes, if any.

At the October 2023 Board meeting, GovRates presented its preliminary methodology and solicited some feedback from the Board on several key components regarding imposition of irrigation fees relative to District common areas, for example, that would affect the final methodology. As announced at the February 2024 Board meeting, District staff has also since held a number of public presentations to educate the community on the District's irrigation program and proposed 2024 irrigation rates. District staff first held a general overview meeting on the District's master irrigation program on March 5, 2024, and then held a 2024 rate study presentation meeting on March 21, 2024, both of which allowed for community Q&A after the presentations which were afterwards posted on the District's website.

District staff has also held a number of private Zoom meetings with leadership of community property owner and homeowners' associations (HOAs), which are the District's customers, to review the 2024 rate study and its findings and to discuss any potential impacts on HOA budgets that may occur if the proposed 2024 irrigation rates were approved by the Board.

Finally, at its March 2024 meeting, the Board directed staff to set a public hearing for today's date to allow GovRates to present its final rate study findings and to take public comment after which the Board can consider whether it wants to adopt those recommended revised irrigation rates.

With respect to the process we're about to undertake, first GovRates will provide their presentation and we'd ask that all Supervisors hold their questions to the end of the presentation. After that time, we'll take public comments on irrigation matters and open the floor back up to Supervisor discussion before addressing Resolution 2024-13, which in part implements the recommended 2024 irrigation rates based on the GovRates rate study report and recommendation.

1. Presentation by GovRates Regarding Irrigation Water Rate Study

Mr. Bryan Mantz of GovRates, Inc., irrigation rate consultant to the District, explained that as a result of the public outreach meetings, GovRates, Inc. worked to improve the presentation in response to some of the resident feedback that was received at those meetings. He then provided a detailed PowerPoint explaining how the proposed irrigation rates were determined and components of the proposed revised rate structure. He discussed the two different pricing strategies of irrigation utilities 1) pricing irrigation water lower than potable water to encourage use of non-potable water sources, and 2) pricing reclaimed water at the same price as potable water.

He stated that the current irrigation program is on a path to bankruptcy if rates are not right-sized, as well as the recent 31% inflationary consumer price index (CPI) increases that have occurred since the original 2018 rate study was prepared. Mr. Mantz stressed the importance of eventually eliminating master developer deficit funding for capital and operational costs in order to ensure that the governmental utility becomes self-sustainable in the future.

Mr. Mantz additionally noted that the scope of his services did not include recommendations relative to the well availability fee as that rate is contractually agreed upon based on an agreement with the master developer and the District, but that factually the effective rate of the well availability fee results in a cost to the District of \$1.39/gallon at a usage of 3,000 gpd and \$0.42/gallon at a usage of 10,000 gpd which compares to the City of North Port potable water rate of 10.13/gallon per 10,000 gpd. He also noted that the City of Altamonte Springs charges a standby or availability reclaimed water charge of \$5.53 that is \$1.36 higher than the \$4.17/ERU well availability fee currently being charged by WVID.

Mr. Mantz further recommended automatic rate indexing for certain rate structure components which is a recognized industry best practice, based on increases in the local Tampa-St. Petersburg-Clearwater CPI. He recommended that the rate study be revisited on an annual basis in order to account for actual operations and development growth since the District is in a period of rapid development activities.

Mr. Meisel asked during the PowerPoint presentation why GovRates used a 15,000 gpd usage amount per home. Mr. Mantz explained there were some communities that were currently using 15,000 gpd or have historically used 15,000 gpd according to the historical billing statistics. Mr. Mantz continued his presentation.

Mr. Meisel noted during the PowerPoint presentation that he did not feel that looking at the cost of reclaimed water versus the cost of potable water is a good comparison and that Mr. Mantz was wasting everyone's time. Mr. Mantz responded that when determining irrigation water rates, it was appropriate to compare those rates to other available water source costs to, in part, determine reasonableness of the rate. In the District's case, when it runs out of reclaimed water, stormwater, and groundwater provided by the master developer, its only other available source is potable water. He further noted that groundwater is the last source of water that should be utilized, and so if groundwater is not available the next available alternative is potable water.

Mr. Meisel made a comment during the PowerPoint presentation that Mr. Mantz should skip certain slides and stated that this presentation was a waste of his time.

Chairman Luczynski asked for everyone to please allow the presentation to continue uninterrupted.

Mr. Mantz continued and concluded his presentation. The 2024 irrigation rate study presentation PowerPoint is available on the District's website for review.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney opening the Public Hearing. That **MOTION** carried on a vote of 4 to 1 with Mr. Meisel dissenting.

2. Public Hearing

a. Proof of Publication

Proof of publication was presented which showed the notice of the Public Hearing had been published in the *Sarasota Herald-Tribune* on March 29, 2024.

b. Receive Public Comment

Lisa Mustapich commented that she did not understand in the presentation why JEA irrigation water rates were used as an example because JEA does not provide water to the District. She stated residents that purchased homes from M/I Homes were not informed of the District's deficit spending when purchasing their homes and that in her opinion, if Mattamy is running a deficit they should seize development until a profit is able to be generated. She stated that it felt like the irrigation rate increase is retaliation for the GPPOA litigation and that the consultant was hired by the Board who is elected by the master developer so she isn't surprised that there is a proposed increase. She finally stated that the cost of irrigation infrastructure should come out of Mattamy's pocket, not from the individual residents.

Steve Mango commented that he was concerned about tax increases over the last few years and that he cannot justify a 45% increase. He stated that everyone needs to pay their fair share, but he does not feel that 45% is justifiable.

An unidentified resident noted that the 100-year agreement has no benefit to WVID and should not have been signed because WVID is on the 50-year water use permit and has rights to the groundwater, and the master developer was compensated with its ability to develop land. He stated that well permits cost \$4,500, not counting operating costs. He noted that the well availability fee is collected by the District and then passed through to the master developer and that these irrigation fees are not known by residents when they buy a home. He stated that he desires for WVID to cancel the well availability supply agreement with the master developer.

Jay Alvord stated that comparisons in the rate study are not "apples to apples" and explained the process of turnover of the GPPOA board and his understanding of the history of the District's irrigation agreements. He further stated that in his opinion the master developer funded the campaign of current North Port City Commissioners and noted that the District tried to have the GPPOA execute a deed for the real property that the Gran Paradiso wells are located on that the District operates.

Pam Kantola stated the deficit spending is a listing of infrastructure for other developments in the District and if you remove those line items there is no deficit. She stated that Gran Paradiso pays the bulk of infrastructure for other communities in the District and that since Gran Paradiso residents paid \$1.4 million for irrigation infrastructure through their Unit 3 bonds they should not have to contribute to the development

of irrigation infrastructure in other communities. She went on to state that Gran Paradiso fees went up 2%, Gran Paradiso insurance has gone down 1%, and the WVID Board is trying to stick a 45% increase down resident throats for irrigation water. In addition, she stated that the rate study also compares irrigation water costs to potable water costs, which means we are going to take our drinking water and water our lawns which she feels is not realistic so it is not an “apples to apples” comparison. She stated that she also felt that the rate study incorporates the well availability fee into the irrigation rate addressed in the study and that Judge Carroll called this rate palpably obscene. She stated that the four Board members in landowner-elected seats should recuse themselves from voting on this rate increase because it will directly benefit their employer, Mattamy Homes, and not the residents they are supposed to represent.

Victor Dobrin asked the Board to recuse themselves from voting on the rate study and stated that the former rate study did not include any new bonds or any new charges for the homeowner. In his opinion, because the master developer develops the land and is expanding the system, it should bear the cost of that. He stated that he does not approve of the well availability and that in his opinion GovRates did exactly what Judge Carroll said not to do- increase costs by 5.5% or inflation or whichever is greater. He noted that Social Security does not increase 5.5% or inflation, whatever is greater. He desires for the District to negotiate for purchased water and cap increases at 3%. He further stated that Gran Paradiso purchased an irrigation pipe for \$1 Million and later sold it back to EWD for \$170,000.

Rich Bando thanked Supervisor Meisel and the President of the GPPOA for their efforts on the recent rejection of the 150-foot monopole cell tower next to Gran Paradiso. He stated that he was on record since 2016 about water conservation, which needs to be looked at. In his opinion, better due diligence is needed on this study, and better planning. He stated that if water conservation is implemented WVID will reduce its water usage and the irrigation prices. He urged the Board to not vote for this increase and to do something in the area of conservation instead of just talking about it.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously closing the Public Hearing.

c. Consider Resolution No. 2024-13 – Adopting 2024 Irrigation Rate Study, 2024 Irrigation Rates and Related Matters

Resolution No. 2024-13 was presented, entitled:

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT MAKING CERTAIN FINDINGS; APPROVING, RATIFYING, AND CONFIRMING EXISTING IRRIGATION RATES ADOPTED IN PRIOR IRRIGATION RATE ADOPTION RESOLUTIONS AND THE PRIOR IMPOSITION AND COLLECTION THEREOF; ADOPTING AN IRRIGATION QUALITY WATER RATEMAKING STUDY; APPROVING NEW IRRIGATION QUALITY WATER RATES, FEES, AND CHARGES PURSUANT TO SUCH STUDY; AUTHORIZING AND DIRECTING DISTRICT STAFF TO CONTINUE ESCROWING A PORTION OF THE NEW IRRIGATION QUALITY WATER RATES, FEES, AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Whelan explained that the resolution in the Board agenda package does the following:

- Ratifies the prior imposition and collection of the current irrigation rates by the District;
- Adopts the 2024 irrigation rate study;
- Approves the 2024 irrigation rates in conformance with the 2024 irrigation rate study;
- Approves the imposition of the 2024 irrigation rates commencing July 1, 2024; and
- Requires District staff to continue to escrow the portion of the 2024 irrigation rates relating to the well availability fee until there is further direction from the Board to continue the remittance of such payments.

Mr. Meisel stated that he agreed with some of the public speakers. He indicated that the majority of this presentation was nothing, in his opinion, but the narrative of staff and the master developer. He inquired why the supporting documents around the finances were not made available until the rate study was included in the agenda package posted on the District's website. Mr. Mantz explained that the report was not written until after the public outreach meetings occurred and that those figures were still under development in the rate structure until after those meetings occurred in March. Mr. Meisel stated that in his opinion the public outreach meetings did not satisfy the community outreach component of his contract.

Mr. Meisel inquired as to where GovRates received the data regarding \$750,000 of FY 22/23 and FY 23/24 legal expenses that is referenced in the rate study. Mr. Mantz responded that the data came from the District's adopted FY 24 budget and that the legal fees in the rate study were classified as assessment revenue, but were also an offset in this study.

There was heated debate between the Supervisors. Several members of the audience violated the public decorum policy at this time. Chairman Luczynski called for a five-minute recess of the meeting and the Board concurred.

The meeting was recessed for 5 minutes at 12:00 p.m.

The meeting was reconvened at 12:06 p.m.

Mr. Meisel commented that the District, by statute, is not required to provide irrigation water and if the master developer wants to have irrigation provided he was not sure why residents were paying for that in future developments. He further inquired as to why the water usage by the District itself, for its own properties, was listed in the rate study as being estimated at 114,000,000 gallons annually. Mr. Licari responded that the District's common area usage was not metered since previously the District did not pay for its own use of irrigation water as that would be a pass-through to residents.

Chairman Luczynski clarified that the system had everything metered in totality but that the original setup of the irrigation program was to not charge the District for irrigation water so there were no break-off points metered for District common areas, but obviously the system does have all communities metered. He stated that based on Board direction at the October 2023 Board meeting, GovRates has built in the cost of common area irrigation use and there is likely a need to have meters installed.

Mr. Meisel stated that his point was that every withdrawal point is supposed to be metered, whether it be surface body water or groundwater, which includes every Primary Irrigation Lake and every well, so that WVID is invoicing against every single community based upon that withdrawal. Chairman Luczynski responded there was a difference between the total amount pumped and what is invoiced to customers.

Mr. Meisel stated that he did not care how much was going on each individual street, but that he wanted the District's common area usage to be a science and not an estimate. Chairman Luczynski stated the calculation is the total withdraw of water, minus what is delivered to each community, and the difference is the usage by the District.

Mr. Meisel stated his point is it should not be an estimate if you have total withdrawals. If the total withdrawals equal a billion gallons and the District's accounting for 114 million gpd of that, then the District's usage should not be an estimate. Chairman Luczynski stated the 114 million gpd was the 2023 number and the rate study was using that as the estimate for 2024 since it's prudent to use the historical data to estimate usage going forward. He indicated that Gran Paradiso was using 800,000 to 1,000,000 gpd when the allowable gpd for Gran Paradiso per the Southwest Florida Water Management District (SWFWMD) standards is 588,000 gpd, and when Mr. Bando talks about conservation, that is what he is saying- we need to get consumption down. Chairman Luczynski stressed the need for communities, including Gran Paradiso, to get into compliance with the SWFWMD permit.

Mr. Meisel asked how the well availability was calculated. Mr. Mantz responded that his understanding was that the previous 2018 rate study assumed a usage of 10,000 gallons applied to an assumed usage with the bulk reclaimed water rate for the City of North Port.

Mr. Meisel stated that North Port, at the time, charged \$0.21. Mr. Mantz responded that this was incorrect and that at the time of adoption of the 2018 irrigation rate study, there was no City of North Port bulk reclaimed water rate that had been adopted and so, to estimate what a future City of North Port bulk reclaimed water rate would be, he believed the 2018 study used the average of two other reclaimed water utility providers.

Mr. Meisel inquired if the 2018 irrigation rate study took that estimated rate per 1,000 gpd and they multiplied it by 10,000 gpd to come up with the \$4.17 per 10,000 gpd. Mr. Mantz responded that is his understanding of how the rate was calculated by Stantec in 2018.

Mr. Meisel stated that the ERU structure requires that we are paying \$4.17 per month on an ERU basis for every user, which is now approximately 5,900 users, as if we were getting 100% of our water from the wells. Mr. Meisel asked Mr. Johanneman if the District is currently blending the well water. Mr. Johanneman responded that it was blended with reclaimed water and stormwater and stored in lakes because some well water has high salinity levels and could damage the plant material.

Mr. Meisel asked if the District could pump directly from the wells if the lakes were dry. Mr. Johanneman responded that there was not enough groundwater available at present.

Mr. Meisel asked if you could use all of the well water if there was enough available. Mr. Johanneman responded that the well water would still likely have to be blended because of the salinity.

Mr. Meisel asked what the average usage is for each ERU. Mr. Mantz responded that some communities are using less than 10,000 gpd, some are using 15,000 gpd, and he believed one community used 19,000 gpd per year during the last year.

Mr. Meisel asked whether the ERUs should be tied to actual usage and consistent with the average user's usage amount. Mr. Mantz responded that there is no legal requirement to tie an ERU to actual usage and that there were franchise fees and like the City of Altamonte Spring bulk reclaimed water rate that is not tied to usage.

Chairman Luczynski commented that one of the variances of an average ERU was the different land plans. Land plans differ greatly, which will affect how much is used per user.

Mr. Meisel asked who gave GovRates the development growth data for the District and inquired as to why there was ERU growth shown for Gran Paradiso. Mr. Mantz indicated that all raw data came from District staff. Chairman Luczynski stated this was likely the ten acres inside Gran Paradiso owned by Lennar or the commercial area within Village A, which Gran Paradiso is included within.

Mr. Meisel responded that the rate study identified 140 single family homes being added to the growth model for Gran Paradiso. Mr. Lewis asked if it was identified as specifically within Gran Paradiso, not as Unit 2 or Village A which includes more than just Gran Paradiso?

Mr. Meisel stated that he recalled that it was identified as Gran Paradiso specifically as GovRates had it broken down by community and that the growth projections made him question the validity of the rate study. He further stated that given the fact that Gran Paradiso residents have paid several million dollars in Unit 3 bonds towards their irrigation infrastructure, he doesn't feel that it's fair that they're burdened for new infrastructure when the GPPOA/WVID irrigation supply agreement from 2009 says that the District is not permitted to charge them for infrastructure for other areas of communities. He stated that he realized Mr. Mantz was not an attorney, but as a consultant, in his opinion GovRates should have been looking to revise the structure of the irrigation program because, to Mattamy and the current Board's defense, they came in after implementation of the original irrigation system in Gran Paradiso and inherited some "stepchildren" as a result.

Mr. Meisel inquired with Mr. Mantz as to whether he was aware that homebuilders in the community were charging irrigation connection fees to hook up the residential lots to the internal HOA-operated irrigation system. Chairman Luczynski stated that these fees were not charged by and did not come to the District, and that instead it's a fee charged by a homebuilder to connect residential lots to receive irrigation water from their HOA. Chairman Luczynski stated that he felt that Mr. Meisel's question was conflating the discussion.

Mr. Meisel stated that before the Board adopts an irrigation rate study that is flawed in his opinion, and given the fact there's open litigation relative to the District's irrigation program, he believes the Board should delay approving the new rates for 30 days after which he believes that the "dust will settle."

Mr. Lewis asked Mr. Meisel what "dust would settle" within the next 30 days. Mr. Meisel stated there was a court hearing set for May 1, 2024 at which the GPPOA's motion to amend its complaint to add the Mattamy-employed Board Supervisors and others will be heard.

Ms. Whelan stated that she desired to clarify factually inaccurate information and noted that the May 1st hearing related to the GPPOA irrigation litigation is a motion to compel the GPPOA to comply with the District's discovery requests. The District has requested discovery from the GPPOA many months ago relative to the irrigation litigation and has not yet received an adequate response to its discovery requests, contrary to the requirements of the Florida Rules of Civil Procedure. As a result, that hearing is to compel the GPPOA to provide discovery to the District per the requirements of standard litigation practice. It has nothing to do with the irrigation rates or anything being discussed at this meeting.

Mr. Meisel again stated that he did not like the comparison of potable water versus the District's irrigation water rates and that in his opinion the cost of developing master irrigation infrastructure should be included in the cost of developing the land. Mr. Meisel then stated that if he does not file a lawsuit on the 2024 irrigation rates, somebody else will.

Mr. Lewis asked Mr. Mantz if he could again show the Board the portion of the presentation that addressed the proposed irrigation rates and where that would put WVID in the marketplace, and asked Mr. Mantz to also clarify what the next best alternative to groundwater is because one thing he thought was important to note is that Gran Paradiso residents seem to think they are captive to this agreement and rates. He recalled that Mr. Mantz stated there are theoretically willing buyers and sellers of groundwater, and Gran Paradiso has taken the position that it does not have a valid irrigation in place with the District at present. He inquired why if the GPPOA felt that the rates were not reasonable and that they have other sources of irrigation water available, do they not drop out of the District's irrigation program and go their own way and find their own sources. Mr. Mantz reviewed the portion of his presentation which showed that WVID's proposed irrigation latest are neither the highest or lowest rates of the survey of irrigation providers.

Chairman Luczynski commented that five years ago EWD provided notice of its intent to terminate the EWD Agreement with the District. Typically, you do not get money back after investing in an infrastructure improvement that is no longer utilized, but in this case the District was able to negotiate with EWD and other private developers within EWD's service area to obtain approximately \$170,000 back from EWD, which is now sitting in the construction fund in Unit 3. That EWD reclaimed line today provides zero irrigation water and historically it provided a good percentage of the irrigation water in Gran Paradiso. Further, in 2018 the District spent \$589,000 to construct an irrigation transmission line to extend Sarasota County's existing reclaimed water line further down US 41 and into Gran Paradiso. For eight months last year, Sarasota County pumped zero gallons of reclaimed water through that line. All of that water comes into Primary Irrigation Lake No. 3 for use in supplying irrigation water to Gran Paradiso. Now there is zero flow from EWD and the flow from Sarasota County through the reclaimed water line constructed in 2018 accounts for roughly 17% of the community's irrigation needs. The additional irrigation water needed to supply 83% of Gran Paradiso's supply comes from either groundwater wells or potable water.

Chairman Luczynski went on to state that, to Supervisor Lewis's point which he has shared with GPPOA President Victor Dobrin, if Gran Paradiso wants out of the system then it needs to send a letter to the District requesting to be released from their supply agreement with the District. He stated that he was confident that this Board would entertain that request.

Mr. Meisel stated that he feels the additional source of water should come from Primary Irrigation Lake #1. Chairman Luczynski stated that Primary Irrigation Lake #1 is owned by the District and is sourced with reclaimed water provided by the City of North Port. He further stated that if Mr. Meisel was saying that Gran Paradiso should have a pro rata share of the reclaimed water that is coming to the District from the City of North Port, that means that Gran Paradiso has to be part of the Unit 6 and included in the District's overall master irrigation system, because you cannot pick and choose to only be part of the system of improvements when it is convenient.

Mr. Lewis noted that under the current irrigation rate methodology the irrigation rates are \$12.86 per month and the proposed rates under the 2024 irrigation rate methodology are \$15.82 to \$17.82 depending on the category of end users, with Gran Paradiso being categorized in as a \$17.82 per month end user. He stated that the PowerPoint chart is instructive of where the District is in the larger market, but in the universe of Southwest Florida jurisdictions, the District is in the heart of the market- not the lowest, but not the highest either. He further stated that he believes when you take the position that residents are radically overcharged then that suggests that there is a more cost-effective alternative, but in this situation there is not a more cost-effective alternative. Instead, the only alternative for the District to make up its irrigation supply shortfalls in reclaimed water and stormwater is to use either groundwater or potable water in the event that groundwater is not available. He stated that the cost of potable water is dramatically more expensive than the present well availability fee per usage.

He stated that there does have to be willing sellers and buyers for any commodity and if Gran Paradiso says they cannot stand \$17.82 a month and do not need any water from the District, and Mr. Meisel tells them there's tons of water available from sources other than the District then Gran Paradiso can go buy it from EWD or Sarasota County, or can go find their own sources. Gran Paradiso can get its own water use permit and if the GPPOA recommends that to the WVID Board it will be happy to consider that request.

Mr. Lewis further stated that these proposed irrigation rates are the District's recommended rates prepared by an independent utility rate consultant who was approved unanimously by the Board, including Mr. Meisel, last year and that from everything he sees in the GovRates presentation the proposed irrigation rates appear to be within the range of reasonableness. He additionally stated that one of the things discussed by the Board at the time of engaging GovRates in 2023 is that the Board agreed that Mr. Mantz was an expert in this field, not the Board members or residents, and that if the District was going to procure a rate study prepared by a professional utility rate consultant then it needed to ultimately rely upon and follow what the expert recommends that the District do because that is the whole purpose of hiring a consultant.

Mr. Meisel asked how many of the entities used for irrigation rate comparisons were pure distributors. Mr. Mantz responded that the District is the only pure distributor included in his irrigation rate comparison but that it doesn't mean other pure distributors don't exist that he's not aware of.

Mr. Meisel asked where Mr. Mantz obtained his comparison irrigation rates for other irrigation utility providers. Mr. Mantz responded that he got the comparison rates from the providers' adopted rate resolutions.

A **MOTION** was made by Mr. Meisel tabling the vote on the irrigation rate resolution until the May meeting. The **MOTION** failed for lack of a second.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney adopting Resolution No. 2024-13 – Adopting 2024 Irrigation Rate Study, 2024 Irrigation Rates and Related Matters, as presented.

Mr. Meisel then tried to amend the **MOTION** on the floor by Mr. Lewis, after his initial motion failed for a lack of a second. It was discussed that, procedurally, that was not permitted because he was not the maker of the motion and Mr. Lewis declined to amend his motion.

The **MOTION** to adopt Resolution No. 2024-13 – Adopting 2024 Irrigation Rate Study, 2024 Irrigation Rates and Related Matters, as presented, carried on a vote of 4 to 1 with Mr. Meisel dissenting.

Chairman Luczynski noted that the irrigation rates as just approved result in a 30% increase this year and that the original 2018 irrigation rate study contemplated an annual rate increase of 5.5% which had only occurred twice since 2018. He stated that if you do the math, 55% of this increase should have occurred over the past couple of years but it was not, and that was perhaps a mistake the Board made by not increasing rates more gradually, but the Board cannot just keep “kicking the can down the road.”

Chairman Luczynski asked Mr. Mantz when his rate study puts the District at operational break even, not including capital improvements. Mr. Mantz explained that the rate study he performed is projected to now capture all the necessary operating expenses in 2025. Any capital funding issues should be addressed in a future study.

K. UNIT OF DEVELOPMENT NO. 6

1. Consider Agreement with AMC Contracting, Inc. for Irrigation Connection Infrastructure Construction Services

Mr. Johanneman explained that this agreement is for irrigation connection infrastructure construction services for the installation of an irrigation line to provide service to Village I, which is the planned Palmera community, and that the total cost of these services is \$158,153.

A **MOTION** was made by Mr. Buckley, seconded by Chairman Luczynski and passed unanimously approving the Agreement with AMC Contracting, Inc. for irrigation connection infrastructure construction services in the amount of \$158,153, as presented.

L. UNIT OF DEVELOPMENT NO. 10

1. Consider Supplemental Assessment Methodology

Ms. Whelan explained that the District was pursuing an issuance of bonds for Unit of Development No. 10, which is presently undeveloped and that no current residents living in the District are going to be subject to these assessments. The final Supplemental Assessment Methodology, which was approved in preliminary form with estimated anticipated numbers at the March meeting, is now in final form reflecting the final terms of the bonds.

Mr. Karmeris of Special District Services presented the Supplemental Assessment Methodology and presented the exhibit tables of the report. The final bond sizing is \$19,280,000 with an interest rate of 5.53%. Mr. Karmeris stated that the assessments were fairly and reasonably allocated to the benefitted properties based on the final sizing of the bonds.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the final Supplemental Assessment Methodology, as presented.

2. Consider Resolution No. 2024-14 – Supplemental Assessment Resolution

Resolution No. 2024-14 was presented, entitled:

RESOLUTION 2024-14

UNIT OF DEVELOPMENT NO. 10, SERIES 2024 BONDS

(ASSESSMENT AREA ONE PROJECT)

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 10), SERIES 2024 (ASSESSMENT AREA ONE); CONFIRMING THE DISTRICT'S PROVISION OF INFRASTRUCTURE IMPROVEMENTS AND CONFIRMING A MASTER ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2024 BONDS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE

RECORDING OF A NOTICE OF SERIES 2024 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Ms. Whelan explained that this supplemental assessment resolution imposes the lien for the Series 2024 Bonds, consistent with the master lien, on the lands in Assessment Area One in Unit 10. She stated that the resolution is consistent with the final Supplemental Assessment Methodology just adopted.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously adopting Resolution No. 2024-14, as presented.

M. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Licari reported that the Playmore Road resurfacing project would begin on April 15, 2024. The IslandWalk, Sunstone and Solstice communities were contacted and provided the project schedule to share with their residents.

Chairman Luczynski inquired as to whether there should be crosswalks across Preto Boulevard for the Sunstone and Wysteria projects. Mr. Licari stated that he would inspect the area.

Ms. Masney commented that directional line striping should also be considered for that intersection in order to also help aid drivers.

2. District Attorney

Ms. Whelan stated that much of her planned GPPOA irrigation litigation updates were previously discussed earlier in the Board meeting and that there was no update to report on the urbanization litigation.

She stated that with respect to the assessment litigation, and similar to the GPPOA irrigation litigation, WVID previously served discovery requests on the plaintiffs that has not been complied with in accordance with Florida Rules of Civil Procedure and so a hearing to compel the plaintiffs to comply with the District's discovery requests is set for June 18th at 11:30 AM.

Ms. Whelan further reported that pursuant to Resolutions 2023-13, 2023-14, 2023-15, and 2023-16, the Board previously voted to approve the identification of supervisors Buckley, Luczynski, Masney, and Lewis relative to administrative ethics complaints that were filed against them relating to an asserted violation of the law with respect to the approval of an irrigation ratemaking resolution back in 2023. Since public funds were utilized for the Board members' defense she wanted to report for the benefit of the public that in March 2024 the Commission on Ethics found no probable cause of a violation of the law, meaning that the Commission found that the Supervisors at issue did not violate the law by voting to adopt that resolution. Chairman Luczynski asked how much has been spent on that defense. Lindsay Whelan stated that she did not have that number handy, but was happy to have District staff track that number down and report it at the April Board meeting.

3. District Operations' Manager

Mr. Johanneman reported that all repairs were completed on District owned improvements at the entrance to Gran Paradiso relating to monuments, the entry guardhouse, and entry gates.

4. District Manager

Mr. Crosley noted that the next meeting was scheduled for May 9, 2024. He also reminded the Board that the June meeting was now scheduled for Friday, June 14, 2024, at 10:00 a.m.

N. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

O. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 1:00 p.m. on a **MOTION** made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously.


Secretary/Assistant Secretary


Chair/Vice Chair

WEST VILLAGES IMPROVEMENT DISTRICT

SIGN-IN SHEET

MEETING DATE: April 11, 2024

Please print your name & address below.

Print Name **LEGIBLY**

Address/Company

| | |
|---|---|
| Gordon Holtby | 20565 Benissimo Dr. Venice, FL |
| Jim CRANSTON | 20880 GRANLAGE DR/GP |
| Fred Pasquesi | 13349 Campanile Ct/GP |
| Shawn & Cindy Boozer | 12940 Basilica Dr. GP |
| ^{# Deborah} Michael Watchowki | 13185 Amerigo Ln. GP |
| Steve ^{and Sharon} Conrad | 20336 Benissimo Dr GP |
| Joseph M HERMAN | 20717 GRANLAGE DR GP |
| Nikki Kane | 13250 Campanile GP |
| Ken Arney | 12610 Canavese GP |
| Cathy Hamby | 13260 Campanile Ct. |
| BOB + SUE KOERBER | 20275 PASSAGIO DR G.P |
| ELAINE NICKS | 20472 CRISTOFORO PL, GP |
| STEVEN CLAUSEL | 20050 BENISSIMO DR. G.P. |
| Richard Berrios | 13845 Portenza LN, Venice, FL ^{GP} |
| LORRIE ZAGMEIER | 20479 CRISTOFORO PL VENICE 34293 |
| Louis Hubberman | 20190 Granlage Dr Venice 34293 |
| David Schofield | 20561 Trattoria Loop Venice ³⁴²⁹³ |
| Thomas Napier | 20536 Trattoria Loop, Venice ³⁴²⁹³ |
| Harriet Kahl | 13723 Vananza Drive GP |

| | |
|-------------------------|-----------------|
| DIANA MATHIS | - GRAN PARADISO |
| Kristin Nehra | Gran Paradiso |
| Christina Kruga | GRAN PARADISO |
| William Piruga | GRAN PARADISO |
| F Lantzner | Gran Paradiso |
| Steve Mango | Gran Paradiso |
| Harlan/Felicia Clemons | " " |
| Erica Hyde | OASIS- |
| David + Bonnie Worfield | Grand Paradise |
| Lisa Mustaphah | Oasis |