



WEST VILLAGES IMPROVEMENT DISTRICT

**CITY OF NORTH PORT
SARASOTA COUNTY
SPECIAL BOARD MEETING
OCTOBER 25, 2024
10:00 A.M.**

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

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AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
Chambers Room – City of North Port
4970 City Hall Boulevard
North Port, Florida 34286
SPECIAL BOARD MEETING
October 25, 2024
10:00 a.m.

A. Call to Order	
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E. Comments from the Public on All Agenda Items	
F. Approval of Minutes	
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NOTICE OF SPECIAL MEETING OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT

The Board of Supervisors of the West Villages Improvement District will hold a Special Meeting on October 25, 2024, at 10:00 a.m., at the Commission Chambers located at 4970 City Hall Blvd, North Port, Florida 34286. The meetings are open to the public and will be conducted in accordance with applicable the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for this meeting may be obtained by contacting the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida, 33410, via email at wcrosley@sdsinc.org or via telephone at (941) 244-2703.

There may be occasions when one or more Supervisors will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Manager, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Manager.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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 the appeal is to be based.

William Crosley

District Manager

WEST VILLAGES IMPROVEMENT DISTRICT

www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 10/15/24;#10661158

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
PUBLIC HEARING, REGULAR BOARD MEETING & ATTORNEY-CLIENT SESSION
SEPTEMBER 12, 2024**

A. CALL TO ORDER

The September 12, 2024, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 10:22 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 and public hearings had been published in the *Sarasota Herald-Tribune* on August 23, 2024, and August 30, 2024, as legally required.

C. ESTABLISH A QUORUM

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

Chairman	John Luczynski	Present in person
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Present in person
Supervisor	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	Michael Eckert	Kutak Rock LLP
District Engineer	Giacomo Licari	Dewberry

Also present were Todd Wodraska, Michelle Krizen and Michael McElligott of Special District Services, Inc. and those indicated on the attached sign-in sheet.

D. DISCUSSION REGARDING PUBLIC DECORUM AT BOARD MEETINGS

Chairman Luczynski read aloud the District’s public decorum policy previously approved by the Board.

E. COMMENTS FROM THE PUBLIC FOR ALL AGENDA ITEMS

Victor Dobrin asked if within the Unit 3 budget, was the allocation for road resurfacing a general assessment or an amount needed for a project. Mr. Dobrin also commented that Unit of Development No. 3 was the most charged for operation and maintenance and debt repayment and that the Preserve was only assessed for maintenance and Islandwalk was assessed for both operations and maintenance and asked why assessments were different for the single-family homes and why the legal costs do not match the planned expenditures.

Commander James Cranston stated his comments were regarding the schedule of the River Road (south of US 41) expansion project, and that back in August, as a result of anti-developer and anti-Sarasota County social media representation, he felt it necessary to compliment the District staff and the County for their initiative with the improvements to a safe reliable evacuation route for the greater North Port, Wellen Park, West Villages and Englewood communities, to provide a proactive approach for the completion of this necessary state safety egress corridor for well ahead of schedule and significantly reduces the overall project cost to the residents. Commander Cranston complimented and thanked the Board for getting out in the front of this project and looked forward to their continued work since the community wants to see the project done even sooner. Commander Cranston submitted his comments for the record, and they are attached to these minutes.

F. APPROVAL OF MINUTES

1. June 28, 2024, Special Board Meeting

The June 28, 2024, Special Board Meeting minutes were presented for consideration.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously approving the minutes of June 28, 2024, Special Board Meeting, as presented.

G. ATTORNEY-CLIENT SESSION RELATIVE TO LITIGATION

Mr. Eckert stated that there was nothing current to address in closed session and indicated that later in the agenda he would be asking the Board for approval to hold Attorney-Client Sessions at the November meeting.

H. GENERAL DISTRICT MATTERS

1. Consider Resolution No. 2024-18 – Ratifying the Resetting of Budget Public hearing for Fiscal Year 2024/2025

Resolution No. 2024-18 was presented, entitled:

RESOLUTION 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT AMENDING RESOLUTION 2024-17 TO RESET THE DATE AND TIME OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2024/2025 FINAL BUDGET AND ASSESSMENTS; RATIFYING THE STAFF ACTIONS IN RESETTING THE PUBLIC HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

This resolution approves the date change from the original planned date for the Budget Public Hearing of August 16, 2024, to September 12, 2024. This date change was properly noticed in the *Sarasota Herald Tribune*.

A **MOTION** was made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously adopting Resolution No. 2024-18, as presented.

Mr. Meisel then made a motion, seconded by Mr. Lewis recessing the Regular Board Meeting and opening the Public Hearing on the Fiscal Year 2024/2025 Final Budget.

2. Public Hearing – Fiscal Year 2024/2025 Final Budget

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 August 23, 2024, and August 30, 2024, as legally required.

b. Receive Public Comment on Fiscal Year 2024/2025 Final Budget

There was no public comment on the Fiscal Year 2024/2025 Final Budget.

A **MOTION** was then made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously closing the Public Hearing on the Fiscal Year 2024/2025 Final Budget and reconvening the Regular Board Meeting.

c. Consider Resolution No. 2024-19 – Adopting a Fiscal Year 2024/2025 Final Budget

Resolution No. 2024-19 was presented, entitled:

RESOLUTION 2024-19

THE ANNUAL APPROPRIATION RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. McElligott introduced the Fiscal Year 2024/2025 Fiscal Budget and commented that he had been involved with the District budget since 2007. Mr. McElligott explained that there had been no changes to any expense line items from the proposed budget that was approved by the Board in June except that an updated tax roll from Sarasota County was received that reflected additional platted units in new areas of construction, thus contributing to the assessments. The updated list also included a decrease in assessable units to District Proper and Unit of Development No. 1, which is normally attributed to a conveyance to the District of infrastructure improvements such as a roadway or a stormwater pond that removes the assessable acreage that was previously assessable in the fiscal year 2022/2023 budget.

The increase of additional platted units did reflect a reduction to the Unit of Development No. 6 irrigation budget assessment where the District is assessing any irrigation users to legally defend the Gran Paradiso Property Owners Association irrigation lawsuit. The additional lots considered for 2024/2025 in Unit 6 reflected an assessment reduction from the original proposed Unit 6 assessment rate of \$81.37 that was approved on June 28, 2024, down to \$68.94 for this final budget.

Chairman Luczynski stated for the record that the Islandwalk assessment increased approximately \$49, however all other Units of Development reflected a decrease in assessments from the previous year. Gran Paradiso reflected a decrease of approximately \$82, and Renaissance, Oasis and the Preserve reflected a reduction of approximately \$84. Unit 7, which covers a few neighborhoods, went down approximately \$128-\$136. Unit 8, which is Wellen Park Golf and Country Club, decreased approximately \$91, and the Unit 9 neighborhoods of Everly and Lakespur reflect a decrease in assessments of approximately \$36.

While there were some ups and downs in expenses, overall, the assessments for all the communities except Islandwalk were decreased.

Chairman Luczynski asked if staff could help explain Mr. Dobrin's public comment question regarding the expense for road reserves in Unit of Development No. 3. Mr. McElligott responded that he believed the question Mr. Dobrin had asked was pertaining to the number that is in the budget of \$325,000 for Unit 3 roadway infrastructure maintenance compared to the budget last year of \$350,000 and that he did not think the District was spending that much. Chairman Luczynski stated that the revenue was earmarked for a roadway resurfacing project in Unit 3 and this budgeted amount of \$325,000 is believed to provide the additional funding that will be needed to complete the project. Chairman Luczynski commented that about a year ago, a proposal for road work in Unit 3 reflected a bid amount of just over \$1,000,000, and in concurrence with the GP POA, it was decided then not to pursue the project at that time, but to continue with funding the reserve so the bid amount could be met. Chairman Luczynski stated that he really wanted the decision to commence with the resurfacing of the WVID roadways within Gran Paradiso to be made by the Gran Paradiso Property Owners Association, if the timing is agreeable by the District Engineer and adequate funds are available.

Supervisor Meisel thanked District staff for spending time to answer his questions regarding the budget and that through the budgeting process he has learned that there are some buildings, for instance, Tropia, Solea, and Gran Living that are assessed on a per half-acre basis in District Proper and Unit of Development No. 1, instead of the number of actual units in each building. His question is why it was determined to assess by the half-acre instead of the number of units when they are residential units and individuals are benefiting from the infrastructure. Mr. Meisel stated that those units were no different than a resident in either Unit 2, or Unit 3, or Unit 4 and when was that determination made and how was it made, because he believed the District was leaving a lot of money on the table that ought to be able to be collected.

Mr. McElligott explained that in the case of a single-family residence, or a shared wall unit such as a paired villa or condo building, each are assigned a separate parcel ID number because they are owned by different people. In the case of the properties that Supervisor Meisel was describing, those are more like apartments or rental units where there is a single owner who owns the entire structure and those individual apartments are not assigned a separate parcel ID number so therefore the way the methodology is applied across Unit of Development No.1, those parcels do not get assessed as separate units individually. Those parcels are assessed on the half-acre or less. There was lengthy discussion regarding how the methodology was determined. Chairman Luczynski asked District Counsel to research whether and how the parcels with multiple units could be assessed differently, as opposed to the half-acre basis and allow the District to receive additional operation and maintenance revenue for those units. Mr. Eckert responded that he would research this matter and report back to the Board. There was discussion of when a platted lot can be assessed on the tax roll. Newly platted lots need to be platted prior to January for it to be included on the next fiscal year tax roll that begins October 1st of each year.

Supervisor Meisel asked why there was a separate line item on the Unit 6 budget for legal expenses. Mr. Crosley explained that the general legal representation performed during the fiscal year, and the legal expenses related to litigation need to be accounted for separately. Chairman Luczynski stated that when the irrigation lawsuit ends, and should the District prevail, the amount of legal fees spent defending the lawsuit will need to be known so the District can go back to seek reimbursement for 100% of those fees from the Gran Paradiso Property Owners Association. Supervisor Meisel asked if Gran Paradiso POA was successful, will the District pay their attorney fees? Chairman Luczynski stated it would; the District would pay the attorney costs if awarded. Supervisor Meisel asked why the developer would not be paying a part of those fees. Chairman Luczynski asked if the developer was paying their pro rata share. Supervisor Meisel stated that the developer does not pay a pro rata share of Unit 6 expenses. Chairman Luczynski

responded that Unit 6 is currently covered by the developer. Supervisor Meisel asked about the implementation of Well 96 that was reflected in the budget in the amount of \$250,000 and why was the District paying for a well, and assumed it meant to put a pump on the well and why is that an assessable expense when irrigation users are paying the Developer a well availability fee. He further asked why that would not be a shared cost with the Developer because they are benefiting from it as well. Supervisor Meisel stated that the well availability fee was being held in escrow per the ongoing lawsuit, and stated that it is as it should be, but if the Developer does prevail in the irrigation lawsuit, they would get all those monies that are in escrow, so if we're paying them for the availability of well water, why are they not at least contributing to that. Chairman Luczynski stated that the irrigation end users are paying for the availability of the water, not the pumping of the water. The pumping of the water, which is an operating expense, and more than likely, the developer is funding that budget, and the District owes the Developer over \$4,000,000 of infrastructure improvement that the District has received a zero % loan for those improvements. Supervisor Meisel said he had questions about the \$4 Million that was spent but would address that at a later time, because he would like to see where all the monies issued from the bonds that went towards irrigation and how they were actually spent towards irrigation because every single bond he has approved included \$1,000,000 to \$2,000,000 allocated to irrigation expenses and there have been 3 or 4 bonds within the last two years that he has been a part of and that is almost \$8 Million in irrigation expenses and he wanted to see what the actual expenses were. Chairman Luczynski stated that Mr. Meisel was comingling WVID infrastructure improvement costs versus the cost of irrigation within a specific development. Chairman Luczynski stated that the WVID's Unit 6 budget was only for WVD infrastructure such as the mains down the roads and collector roads. Supervisor Lewis stated that when irrigation mains are built in conjunction with a public road the developer finances the irrigation main as part of the roadway project. Irrigation main lines expenses can be recovered by the issuance of bonds in a specific Unit of Development, if funds are available. The main lines associated with a roadway are not paid from the Unit 6 irrigation utility.

Mr. Meisel stated that the budgeted expenditure for reclaimed water was going down and asked why was that number not growing. Chairman Luczynski stated that the amount of reclaimed water had been almost cut in half. Supervisor Meisel asked why that occurred. Mr. Crosley stated that the District lost a reclaimed water source from Englewood Water District (EWD), and Sarasota County only pumped reclaimed water to the District for only 3 or 4 months out of the last year, which makes the City of North Port the only reliable source of reclaimed water for the District. Supervisor Meisel asked why the increase in residents in the District would not have increased the amount of reclaimed water that was being received from the City of North Port. Chairman Luczynski indicated that the reclaimed water had increased from the City of North Port from the additional residents but not as the quickly from the drop from Englewood Water District. Mr. Meisel stated that EWD, at best effort, was giving only about 100,000 gallons of reclaimed water per day. Chairman Luczynski stated that he was off by a factor of at least 2.5 to 3. Supervisor Meisel asked if the CONP was able to make up the difference of reclaimed water with the new homes that come online. Chairman Luczynski responded that there were not enough units being added for the CONP to make up for the difference for what was lost when EWD stopped providing reclaimed water to the District in April 2024. There was discussion regarding the idea of receiving reclaimed water, if possible, as an additional source, from the reclaimed water plant located closer to downtown North Port. This would be additional reclaimed water in addition to the wastewater treatment plant located within the District.

Supervisor Meisel asked for an explanation of the figure on Page 23 of the budget that referenced "all Other Acreage" and showed the figure of 13,274 and asked if that reflected acres or units. Mr. McElligott explained that the figure represented assessable half-acres or less; they are assessable units, not the total acres. The total acres would be at least half of that figure, which are the undeveloped acres. Supervisor Meisel also asked why the assessment recap for Unit 1 was different from the assessment recap for "all other acreage" in District Proper. Mr. McElligott responded that Unit 1 was only the land within the

boundary of the City of North Port, and District Proper includes lands outside of the City boundary that exists in Sarasota County, which has more assessable half-acres than Unit 1.

Chairman Luczynski allowed additional public comment from Commander Jim Cranston. Mr. Cranston stated, with all due respect, as a West Villages Improvement District resident, he wanted to call for a point of order regarding meeting conduct. Mr. Cranston stated that one of the WVID Supervisors was just behaving like an agent for the opposing irrigation litigation and if he needs to be an agent for the opposing irrigation litigation, he should recuse himself from that part of the discussion.

A **MOTION** was then made by Mr. Lewis, seconded by Ms. Masney and passed unanimously recessing the Regular Board Meeting and opening the Public Hearing regarding the Adoption of the Fiscal Year 2024/2025 Assessment Roll.

d. Consider Resolution No. 2024-20 – Adopting a Fiscal Year 2024/2025 Assessment Roll

Resolution No. 2024-20 was presented, entitled:

RESOLUTION 2024-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Victor Dobrin commented that the overhead and operations and maintenance on Gran Paradiso should be revisited so we do not overtax the operation and maintenance of this neighborhood. Supervisor Masney commented that she did not think the proper terminology is anybody “being overtaxed,” and some may feel they are being overtaxed, but the Board is following a previously approved assessment methodology and felt that the words “being overtaxed” is not the proper language.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously adopting Resolution No. 2024-20, as presented.

A **MOTION** was then made by Mr. Lewis, seconded by Ms. Masney closing the Public Hearing on the Adoption of a Fiscal 2024/2025 Assessment Roll and reconvening the Regular Board Meeting.

3. Consider Form of Direct Collection Agreement

The Board was advised that this agreement provides an additional collection mechanism for undeveloped lands which are directly billed their special assessments. Entering into this agreement provides the District with greater protection in an unlikely event of default by a direct-billed landowner, as it allows the District to pursue foreclosure of its assessment lien based on both assessment and contract law principles. A separate agreement will be prepared for each direct-billed landowner.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the form of Direct Collection Agreement, as presented.

4. Consider Resolution No. 2024-21 – Adopting Performance Measures Standards and Annual Reporting

Resolution No. 2024-21 was presented, entitled:

RESOLUTION 2024-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

During the last state legislative session, HB 7013 passed, which provides that all special districts are now obligated to adopt goals and objectives, as well as performance addressing whether they've met those goals and objectives, on an annual basis. The first step is that the District Board is required to approve the goals, objectives, and performance measures by October 1st of each year. District staff has put together this resolution for Board consideration. Once approved, the District will, by each December 1st of the following year, or December 2025, post a report on its website which outlines how successful the District was in meeting those goals and objectives. The first report on goals and objectives would need to be posted on the District website as of December 1, 2025, for the goals and objectives that the Board adopts as of October 1, 2024.

Supervisor Meisel asked if the resolution could also include the objective around the facilitation of Zoom or YouTube so residents that are not here during the summer months, when they do not have the ability to interact, but do have the ability to watch.

Mr. Eckert commented that Supervisor Meisel's idea was something that could be included in this resolution and suggested that the goal and objective would be to investigate, and if the Board agrees, to implement more technology resources to broaden the scope of the ability to monitor District meetings. There was consensus of the Board to include this matter in the resolution.

A **MOTION** was made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously adopting Resolution No. 2024-21, amended to include directing District staff to research further facilitating virtual meetings.

5. Consider Resolution No. 2024-22 – Adopting a Fiscal Year 2024/2025 Meeting Schedule

Resolution No. 2024-22 was presented, entitled:

RESOLUTION NO. 2024-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

The Sarasota County School Board schedule for spring break is April 21-25 and does not conflict with this annual meeting schedule. Each monthly meeting is individually legally advertised, and if needed, dates can change from this annual meeting schedule.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Tom Buckley and passed unanimously adopting Resolution No. 2024-22, as presented.

I. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Licari reported that the Islandwalk outfall project, which captures stormwater flowing from the Islandwalk community, has proven to be a great success after the recent rain events received by Tropical Storm Debby. The District was able to move a significant amount of captured stormwater to other District ponds that could receive water. Chairman Luczynski stated that three days before Tropical Storm Debby, the District started to pump water, approximately 1,800 gallons per minute, from the already near full Primary Irrigation Lake No. 1 to other ponds and that pumping continued. Mr. Crosley indicated that it was believed that without the new outfall some streets in Islandwalk would have experienced flooding. Mr. Licari also reported that staff had been meeting individually with some homeowner associations regarding irrigation consumption and conservation and those discussions have been very positive and seem to be successful. Staff will look into setting up an irrigation e-mail address book so residents can report any irrigation issues to District staff for action.

2. District Attorney

Mr. Eckert requested that the Board approve three private attorney-client sessions related to the irrigation litigation, the irrigation assessment litigation and the one related to the urbanization litigation, respectively, for November 14, 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.that would include all Board Members that are not conflicted, the District Manager, Attorney Joe brown and Michael Eckert from Kutak Rock and insurance defense counsel if they're involved in the case and a court reporter. Supervisor Meisel asked if those sessions could be held via Zoom. Mr. Eckert explained those sessions cannot be held via Zoom because those sessions need to be opened at a public Board meeting and then they need to be closed at a public Board meeting. He indicated that was the requirement of the statute so the session cannot be made available via Zoom.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously approving the holding of a private attorney-client session on November 14, 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. related to the Gran Paradiso Property Owners Association irrigation lawsuit.

A **MOTION** was then made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously approving the holding of a private attorney-client session on November 14, 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.related to the irrigation assessment litigation.

A **MOTION** was then made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously approving the holding of a private attorney-client session on November 14, 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, related to the urbanization litigation.

3. District Operations' Manager

Mr. Wodraska reported that Ryan Johanneman has submitted his resignation. Special District Services (SDS) has made an offer for the Operations' Manager position that was accepted by Kyle Wilson who will join District staff on October 14, 2024. Mr. Wodraska stated that he would also be working towards a rightsizing/rewrite of the management contract and explained the staffing that is currently in place. Mr. Wodraska then explained that there were at least 10 people that touch the WVID account every single week of the year and that the Board may not even recognize their names or know anything about them other than seeing their name on an e-mail or something like that, but there's at least 10 people and we pool those resources for the WVID account just like is done on some of the other special district clients similar to WVID, which can be referred to as "super districts" that SDS manages such as Ava Maria Stewardship Community District in eastern Collier County, and then the suite of the Tradition CDD's in Port Saint Lucie. Those districts are comparable to the WVID where there is a full-time manager/administrator that's 100% dedicated to the District, a full-time Operations' Manager, and they all own and operate a master irrigation utility.

Mr. Wodraska explained that SDS would bring forward a management contract amendment to the Board for consideration, which he stated was long overdue and it will match up with what the Board just approved in the budget today so there should not be any surprises, but he wanted to let the Board know his plan.

4. District Manager

Mr. Crosley advised that the next meeting was scheduled for October 10, 2024, at 10:00 a.m.

J. BOARD MEMBER COMMENTS

Chairman Luczynski stated that he had been working for the better part of a year on a post annexation agreement amendment that he believed would come in front of the Board shortly. The heart of the amended agreement defines where the original post annexation agreement had the need for a second fire station at 8,000 permits but was intended to be 8,000 units for that station to be built and summarizes the status on some of the obligations of the original post annexation agreement. Chairman Luczynski stated that the bigger mention was that in the original agreement there was to be a 63-acre park on River Road through working with the City of North Port on some concepts for a regional park. There may be a better location where an +/- 85-acre park could be designed, and the location would still be south of the original location but on the same eastern side of River Road. The amended agreement contemplates that the original 63 acres would go back to the Developer and the other +/- 85 acres would be set aside as the Developer, WVID, and the City of North Port work on the Regional Park concept.

Supervisor Meisel asked if the next fire station would be included in the City of North Port boundary and not in the County. Chairman Luczynski responded it would be located on the southeast corner of Preto Boulevard and Manasota Beach Road, which is within the WVID boundary. The second fire station will start to be designed in the next month and the District would probably be in a position where construction could start in May of 2025, with the hopes of completion around May of 2026.

Chairman Luczynski also commented that Kimley Horn was making progress on the River Road expansion project plans that were authorized by the Board in June, and it appears right now there is a 50/50 chance that the Playmore/River Road and Manasota Beach/River Road connections may be roundabouts instead

of light signaled intersections. The Chairman went on to state that would be very good because they could significantly reduce the WVID's exposure on the right turn lanes/left turn lanes/signal costs and would be a big economic savings to the District.

K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:14 p.m. on a MOTION made by Mr. Luczynski, seconded by Mr. Buckley and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

**WEST VILLAGES IMPROVEMENT DISTRICT
CONTRACTOR PREQUALIFICATION FOR CONSTRUCTION AND
MAINTENANCE SERVICES COMMITTEE MEETING
October 3, 2024**

A. CALL TO ORDER

The October 3, 2024, Evaluation Committee Meeting, was called to order at 11:08 a.m. in the Special District Services offices located at 12260 Everglow Drive, Venice, Florida 34293.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed the West Villages Improvement District Notice of Contractor Prequalification for Construction and Maintenance Services had been published in the Sarasota Herald-Tribune on July 22, 2024, as legally required.

C. ROLL CALL

The following Committee members were present:

District Manager	William Crosley	Special District Services, Inc.
District Engineer	Giacomo Licari	Dewberry Inc.

Also present via telephone was Bennett Davenport of Kutak Rock LLP.

The committee and staff generally discussed the pre-qualification process.

The committee discussed the following prequalification package received and determined to recommend that the District Board award prequalification status as follows:

- Artistree Landscaping
- Impact Landscaping
- Sunny Grove Landscaping
- Yellowstone Landscaping

(i)Irrigation Facilities (ii) Landscape Installation (iii) Hardscape Facilities (iv) Landscape and irrigation maintenance

- Aquagenix
- Cross Creek
- Eco Logical Services

(i)Exotic Vegetation Removal (ii) Lake and Littoral Maintenance (iii)

A MOTION was made by William Crosley, seconded by Giacomo Licari recommending the prequalification of Artistree Landscaping, Impact Landscaping, Sunny Grove Landscaping, Yellowstone Landscaping, Aquagenix, Cross Creek, Eco Logical Services. Upon being put to a vote, the MOTION passed unanimously.

D. ADJOURNMENT

There being no further business to address, the Committee meeting was adjourned at 11:40 a.m. There were no objections.

Secretary/Assistant Secretary

Chair/Vice Chair

RESOLUTION 2024-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING THE ADDITIONAL PREQUALIFIED CONSTRUCTION AND MAINTENANCE CONTRACTORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Villages Improvement District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, (the “Act”); and

WHEREAS, the Act authorizes the District to construct, install, acquire, operate and/or maintain systems and facilities for public infrastructure improvements; and

WHEREAS, at its May 19, 2022 and March 14, 2024 meetings, the District previously prequalified certain contractors for certain construction and maintenance services, as listed in the attached **Exhibit A**; and

WHEREAS, the contractors prequalified on May 19, 2022 are prequalified by the District through May 19, 2025, subject to an additional two (2) year extension, and the contractors prequalified on March 14, 2024, are prequalified by the District through March 14, 2027, subject to an additional two (2) year extension; and

WHEREAS, the District issued a Request for Qualifications (“RFQ”) in order to prequalify additional contractors for future District infrastructure construction and maintenance projects relating to the construction of various infrastructure improvements and maintenance services in and around the District including i) earthwork/excavation and construction of roadways, stormwater management facilities, water and sewer facilities, irrigation facilities, landscape, hardscape, street lighting, and other public improvements and ii) maintenance services including exotic vegetation removal, and canal/drainage, landscaping, lake and littoral maintenance, and streetlighting; and

WHEREAS, at the October 10, 2024, meeting of the District’s Board of Supervisors (the “Board”), the Board considered the Evaluation Committee’s recommendation of adopted ____ applicants as additional prequalified infrastructure or maintenance contractors; and

WHEREAS, pursuant to the terms of the RFQ, the prequalification decision of the Board is to be valid for a period of three (3) years, after which time the Board, at its own discretion, can extend the prequalification period for up to an additional two (2) years or begin the prequalification process again; and

WHEREAS, the Board now desires to adopt additional prequalified construction and maintenance contractors as set forth herein.

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

SECTION 1. The District hereby adopts the below list of additional prequalified contractors in the categories indicated. Such prequalification term will expire October 10, 2027. At such time the District Board may determine, at its sole discretion, whether to extend the term of the prequalified contractors for an additional two (2) years or begin the prequalification process again.

Construction

1. Excavation/Earthwork

Contractor(s): _____

2. Roadways, including Paving, Repair and Resurfacing

Contractor(s): _____

3. Stormwater Management Facilities

Contractor(s): _____

4. Water and Sewer Facilities

Contractor(s): _____

5. Irrigation Facilities

Contractor(s): _____

6. Landscape Installation

Contractor(s): _____

7. Hardscape Facilities

Contractor(s): _____

8. Streetlighting

Contractor(s): _____

Maintenance

1. Exotic Vegetation Removal

Contractor(s): _____

2. Canal/Drainage Maintenance

Contractor(s): _____

3. Landscape and Irrigation Maintenance

Contractor(s): _____

4. Lake and Littoral Maintenance

Contractor(s): _____

5. Streetlighting

Contractor(s): _____

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

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

PASSED AND ADOPTED this 25th day of October 2024.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Existing Prequalified Contractors

Exhibit A

Existing Prequalified Contractors

West Villages Improvement District Contractor Prequalification for Construction and Maintenance Services

<u>Contractor</u>	<u>Categories</u>
Ajax Paving Industries of Florida LLC	i) excavation/earthwork, ii) roadways, iii) stormwater management, and iv) water and sewer facilities construction
Brightview Landscape Services Inc.	i) irrigation facilities and ii) landscape installation construction; and iii) landscape and irrigation maintenance
The de Moya Group, Inc.	i) excavation/earthwork, ii) roadways, iii) stormwater management, and vii) hardscape facilities
Frederick Derr & Company Inc.	i) excavation/earthwork, ii) roadways, iii) stormwater management, iv) water and sewer facilities, and v) irrigation facilities construction
Hoover Pumping Systems Corporation	i) irrigation facilities construction and ii) landscape and irrigation maintenance
Juniper Landscaping of Florida, LLC.	i) irrigation facilities and ii) landscape installation construction; and ii) landscape and irrigation maintenance
	ii) landscape and irrigation maintenanceand ii) landscape and irrigation maintenance
Woodruff & Sons, Inc.	i) excavation/earthwork, ii) roadways, iii) stormwater management, iv) water and sewer facilities, v) hardscape facilities, and vi) streetlighting construction
Shipp's Excavating Inc.	i) excavation/earthwork, ii) roadways, iii) stormwater management, iv) water and sewer facilities, and v) irrigation facilities construction; and vi) canal/drainage maintenance
AMC Contracting	i) excavation/earthwork, ii) roadways, iii) stormwater management, iv) water and sewer facilities, v) hardscape facilities, and vi) streetlighting construction

Sent Via Email: wcrosley@sdsinc.org

September 17, 2024

Mr. William Crosley, District Manager
West Villages Improvement District
c/o Special District Services, Inc.
19503 S. West Villages Parkway, #A3
Venice, Florida 34293

Subject: **Work Authorization Number 2025-1
West Villages Improvement District
District Engineering Services**

Dear Mr. Crosley:

Dewberry Engineers Inc. is pleased to submit this this Work Authorization to provide general engineering services for West Villages Improvement District (District). We will provide these services pursuant to our current agreement ("District Engineering Agreement") as follows.

I. General Engineering Services

The District will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the District Engineering Agreement, including attendance at Board of Supervisors meetings, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. The referenced Schedule of Charges is valid for fiscal year 2025 only. We estimate a budget of \$125,000, plus other direct costs.

II. Other Direct Costs

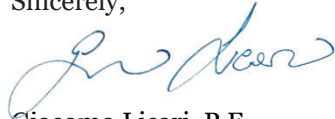
Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of \$100.

This Work Authorization, together with the referenced District Engineering Agreement, represents the entire understanding between West Villages Improvement District and Dewberry Engineers Inc. with regard to the referenced project. If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to Aimee Powell, Senior Office Administrator, in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Mr. William Crosley
West Villages Improvement District
Work Authorization 2025-1
September 17, 2024

Thank you for choosing Dewberry Engineers Inc. We look forward to continuing to work with you and your staff.

Sincerely,



Giacomo Licari, P.E.
Senior Project Manager



Reinardo Malavé, P.E.
Associate Vice President

GL:RM:ap

\\\\dewberry.dewberryroot.local\\Offices\\Sarasota\\Mktg\\Aimee\\ West Villages Improvement District - District Engineering
Services – 09-17-2024
Enclosures

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
West Villages Improvement District

Date: _____

Sent Via Email: wcrosley@sdsinc.org

Revised October 17, 2024

October 15, 2024

Mr. William Crosley, District Manager
West Villages Improvement District
c/o Special District Services, Inc.
19503 S. West Villages Parkway, #A3
Venice, Florida 34293

Subject: **Revised Work Authorization Number 2025-2
West Villages Improvement District
Unit 1 Turn Lanes - Surveying, Final Engineering, and Permitting
City of North Port, Florida**

Dear Mr. Crosley:

Dewberry Engineers Inc. is pleased to submit this this Work Authorization to provide general engineering services for West Villages Improvement District (District). We will provide these services pursuant to our current agreement ("District Engineering Agreement") as follows.

Condo Site - Preto Boulevard Turn Lane

I. Specific Purpose Partial Topographic and Tree Survey

We will provide a Specific Purpose Partial Topographic and Tree Survey within the limits of survey as show on the attached Exhibit "A," in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the Florida Administrative Code (FAC). We will locate the visible above ground improvements and utilities within the limits (fire hydrants, valves, storm utilities, transformer, sidewalks and, trees, et cetera). Drainage structures will be detailed to reflect top elevation, inverts, and pipe sizes when accessible. We will collect spot elevations at fifty (50) foot intervals and at the defined grade breaks within the limits of survey. Horizontal Datum will be based on the Florida State Plane Coordinate System (FL West NAD 83). Vertical Datum will be based on the North American Vertical Datum of 1988. We will locate trees that are four (4) inches or larger in diameter at breast height within the limits. We will incorporate the tree location into the Partial Topographic Survey and include tree symbols, tree legend, and diameter for each tree. Deliverables to include five (5) certified copies and electronic files in PDF and AutoCAD formats.

Our fee for this task will be a fixed fee of \$3,800, which includes other direct costs.

II. Conceptual Site Plan

We will prepare the Conceptual Site Plan based on your direction. This Conceptual Site Plan will include establishing and verifying design criteria such as site layout, turn lane lengths as provided by others, and the median opening on Playmore Road. Once completed, this plan will need to be

reviewed and approved by you prior to proceeding with the Preliminary Plan. We will present the Conceptual Site Plan for your review and provide one (1) revision.

Our fee for this task will be a fixed fee of \$5,800, plus other direct costs.

III. Preliminary Plan

We will prepare preliminary site plan drawings based on our site visit, along with your input and review of the turn lanes length as provided by others. We will complete the preliminary engineering designs for the proposed turn lanes and median opening as part of this task and we will attend meetings with the City of North Port and Southwest Florida Water Management District (SWFWMD) if required. Typical information included in this plan is as follows:

- Project name and location;
- Survey showing the topography, plus additional survey information of the crossing;
- Preparation of stormwater management enhancements as needed;
- Preliminary roadway grading plan and profile sheets and details sheets; and
- Preliminary Probable Cost Estimate.

Our fee for this task will be a fixed fee of \$7,900, which includes other direct costs.

IV. Final Engineering Plans and Drainage Calculations Preparation

We will prepare Final Construction Plans and Specifications in accordance with the City of North Port, SWFWMD, and the State of Florida regulations. The plans will include:

- Site plans;
- Geometry sheets;
- Road plan and profile;
- Cross-section every fifty (50) feet; and
- Sign Plans.

We will coordinate with local utilities to minimize conflicts with water and sewer systems.

Our fee for this task will be a fixed fee of \$12,600, plus other direct costs.

V. Permit Application Preparation and Processing

We will prepare, assemble, and submit application packages for the permits listed below. These packages will include application forms, narratives, drainage calculations, plans, exhibits, and other supporting documentation. This task does not include the preparation of the Construction Plans, drainage calculations, or environmental considerations, which will be prepared under a separate task.

- City of North Port Permitting
- SWFWMD Exemption Letter

Please be aware that this project will require compliance under the National Pollutant Discharge Elimination System (NPDES) program as administered by the Florida Department of Environmental Protection (FDEP). This task does not include the preparation of a Stormwater Pollution Prevention Plan (SWPPP) or filing a Notice of Intent (NOI) for site coverage under the NPDES program.

We will also assist you in processing the permit applications through North Port and SWFWMD. We will coordinate with the agencies to expedite receipt of agency comments. We will provide additional technical information and supporting documentation to facilitate the processing of the permit application. This fee is based on one (1) response to comments for the City of North Port and SWFWMD.

All application and permitting fees for the various agencies are the responsibility of the owner and have not been accounted for in this proposal. This assumes that there are no wetlands on-site.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$3,000, plus other direct costs.

VI. Limited Construction Administration Services

We will perform those site construction observations and inspections as necessary to certify that each phase (not including buildings or walls) has been constructed in accordance with the approved site plans. We will review shop drawings and requests for information (RFI) as provided by the contractor. This task is not intended to include exhaustive construction inspections but to provide a Final Agency Certification only.

Our fee for this task will be a fixed fee of \$4,500, which includes other direct costs.

VII. As-Built Survey

We will prepare an As-Built Survey for the turn lane improvements and storm drainage system within the project area. We will collect field data to determine the As-Built elevations of the accessible drainage inverts at the manhole, inlets, and cleanout locations within the project area. We will prepare As-Built drawings incorporating this information and the contractor-supplied utility information onto the applicable construction plan sheets. This survey will be based on one (1) field visit and will be performed in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the FAC.

Our fee for this task will be a fixed fee of \$3,800, which includes other direct costs.

Oak Bend Turn Lane.

VIII. Specific Purpose Partial Topographic and Tree Survey

We will provide a Specific Purpose Partial Topographic and Tree Survey within the limits of survey as show on the attached Exhibit "A," in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the FAC. We will locate the visible above ground improvements and utilities within the limits (fire hydrants, valves, storm utilities, transformer, sidewalks and, trees, et cetera). Drainage structures will be detailed to reflect top elevation, inverts, and pipe sizes when accessible.

We will collect spot elevations at fifty (50) foot intervals and at the defined grade breaks within the limits of survey. Horizontal Datum will be based on the Florida State Plane Coordinate System (FL West NAD 83). Vertical Datum will be based on the North American Vertical Datum of 1988. We will locate trees that are four (4) inches or larger in diameter at breast height within the limits. We will incorporate the tree location into the Partial Topographic Survey and include tree symbols, tree legend, and diameter for each tree. Deliverables to include five (5) certified copies and electronic files in PDF and AutoCAD formats.

Our fee for this task will be a fixed fee of \$5,400, which includes other direct costs.

IX. Conceptual Site Plan

We will prepare the Conceptual Site Plan based on your direction. This Conceptual Site Plan will include establishing and verifying design criteria such as site layout, turn lane lengths as provided by others, and the median opening on Playmore Road. Once completed, this plan will need to be reviewed and approved by you prior to proceeding with the Preliminary Plan. We will present the Conceptual Site Plan for your review and provide one (1) revision.

Our fee for this task will be a fixed fee of \$7,800, plus other direct costs.

X. Preliminary Plan

We will prepare preliminary site plan drawings based on our site visit, along with your input and review of the turn lanes length as provided by others. We will complete the preliminary engineering designs for the proposed turn lanes and median opening as part of this task and we will attend meetings with City of North Port and SWFWMD if required. Typical information included in this plan is as follows:

- Project name and location;
- Survey showing the topography, plus additional survey information of the crossing;
- Preparation of stormwater management enhancements as needed;
- Preliminary roadway grading plan and profile sheets and details sheets; and
- Preliminary Probable Cost Estimate.

Our fee for this task will be a fixed fee of \$9,600, which includes other direct costs.

XI. Final Engineering Plans and Drainage Calculations Preparation

We will prepare Final Construction Plans and Specifications in accordance with the City of North Port, SWFWMD, and the State of Florida regulations. The plans will include:

- Site plans;
- Geometry sheets;
- Road plan and profile;
- Cross-section every fifty (50) feet; and
- Sign Plans.

We will coordinate with local utilities to minimize conflicts with water, sewer, and drainage systems.

Our fee for this task will be a fixed fee of \$14,600, plus other direct costs.

XII. Permit Application Preparation and Processing

We will prepare, assemble, and submit application packages for the permits listed below. These packages will include application forms, narratives, drainage calculations, plans, exhibits and other supporting documentation. This task does not include the preparation of the Construction Plans, drainage calculations, or environmental considerations, which we prepare under a separate task.

- City of North Port Permitting
- SWFWMD Exemption Letter

Please be aware that this project will require compliance under the NPDES program as administered by the FDEP. This task does not include the preparation of a SWPPP or filing a NOI for site coverage under the NPDES program.

We will also assist you in processing the permit applications through City of North Port and SWFWMD. We will coordinate with the agencies to expedite receipt of agency comments. We will provide additional technical information and supporting documentation to facilitate the processing of the permit application. This fee is based on one (1) response to comments for the City of North Port and SWFWMD.

All application and permitting fees for the various agencies are the responsibility of the owner and have not been accounted for in this proposal. This assumes that there are no wetlands on-site.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$3,500, plus other direct costs.

XIII. Limited Construction Administration Services

We will perform those site construction observations and inspections as necessary to certify that each phase (not including buildings or walls) has been constructed in accordance with the approved site plans. We will review shop drawings and RFI as provided by the contractor. This task is not intended to include exhaustive construction inspections but to provide a Final Agency Certification only.

Our fee for this task will be a fixed fee of \$4,500, which includes other direct costs.

XIV. As-Built Survey

We will prepare an As-Built Survey for the turn lane improvements and storm drainage system within the project area. We will collect field data to determine the As-Built elevations of the accessible drainage inverts at the manhole, inlets, and cleanout locations within the project area. We will prepare As-Built drawings incorporating this information and the contractor-supplied utility information onto the applicable construction plan sheets. This survey will be based on one

(1) field visit and will be performed in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the Florida Administrative Code.

Our fee for this task will be a fixed fee of \$4,400, which includes other direct costs.

West Lake Turn Lanes

XV. Specific Purpose Partial Topographic and Tree Survey

We will provide a Specific Purpose Partial Topographic and Tree Survey within the limits of survey as show on the attached Exhibit "A," in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the FAC. We will locate the visible above ground improvements and utilities within the limits (fire hydrants, valves, storm utilities, transformer, sidewalks, and trees, et cetera). Drainage structures will be detailed to reflect top elevation, inverts, and pipe sizes when accessible. We will collect spot elevations at fifty (50) foot intervals and at the defined grade breaks within the limits of survey. Horizontal Datum will be based on the Florida State Plane Coordinate System (FL West NAD 83). Vertical Datum will be based on the North American Vertical Datum of 1988. We will locate trees that are four (4) inches or larger in diameter at breast height within the limits. We will incorporate the tree location into the Partial Topographic Survey and include tree symbols, tree legend, and diameter for each tree. Deliverables to include five (5) certified copies and electronic files in PDF and AutoCAD formats.

Our fee for this task will be a fixed fee of \$4,500, which includes other direct costs.

XVI. Conceptual Site Plan

We will prepare the Conceptual Site Plan based on your direction. This Conceptual Site Plan will include establishing and verifying design criteria such as site layout, turn lane lengths as provided by others, and the median opening on Preto Boulevard. Once completed, this plan will need to be reviewed and approved by you prior to proceeding with the Preliminary Plan. We will present the Conceptual Site Plan for your review and provide one (1) revision.

Our fee for this task will be a fixed fee of \$7,800, plus other direct costs.

XVII. Preliminary Plan

We will prepare preliminary site plan drawings based on our site visit, along with your input and review of the need for a culvert crossing at the intersection of the power easement and the existing canal. We will complete the preliminary engineering designs for the proposed culvert as part of this task and we will attend meetings with City of North Port and SWFWMD if required. Typical information included in this plan is as follows:

- Project name and location;
- Survey showing the topography, plus additional survey information of the crossing;
- Preparation of stormwater management enhancements as needed;
- Preliminary roadway grading plan and profile sheets and details sheets; and
- Preliminary Probable Cost Estimate.

Our fee for this task will be a fixed fee of \$9,600, which includes other direct costs.

XVIII. Final Engineering Plans and Drainage Calculations Preparation

We will prepare Final Construction Plans and Specifications in accordance with the City of North Port, SWFWMD, and the State of Florida regulations. The plans will include:

- Site plans;
- Geometry sheets;
- Road plan and profile;
- Cross-section every one hundred (100) feet; and
- Drainage calculations.

We will coordinate with local utilities to minimize conflicts with water, sewer and drainage systems.

Our fee for this task will be a fixed fee of \$14,400, plus other direct costs.

XIX. Permit Application Preparation and Processing

We will prepare, assemble, and submit application packages for the permits listed below. These packages will include application forms, narratives, drainage calculations, plans, exhibits and other supporting documentation. We will coordinate with you or your attorney to obtain documentation required as part of these permit applications, particularly, ownership documentation, and other such information. This task assumes the owner will provide the trailer plans and details. This task does not include the preparation of the Construction Plans, drainage calculations, or environmental considerations, which we prepare under a separate task.

- City of North Port Permitting
- SWFWMD Exemption Letter

Please be aware that this project will require compliance under the NPDES program as administered by the FDEP. This task does not include the preparation of a SWPPP or filing a NOI for site coverage under the NPDES program.

We will also assist you in processing the permit applications through City of North Port and SWFWMD. We will coordinate with the agencies to expedite receipt of agency comments. We will provide additional technical information and supporting documentation to facilitate the processing of the permit application. This fee is based on one (1) response to comments for the City of North Port and SWFWMD.

All application and permitting fees for the various agencies are the responsibility of the owner and have not been accounted for in this proposal. This assumes that there are no wetlands on-site.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$3,000, plus other direct costs.

XX. Limited Construction Administration Services

We will perform those site construction observations and inspections as necessary to certify that each phase (not including buildings or walls) has been constructed in accordance with the approved

site plans. We will review shop drawings and RFI as provided by the contractor. This task is not intended to include exhaustive construction inspections but to provide a Final Agency Certification only.

Our fee for this task will be a fixed fee of \$4,500, which includes other direct costs.

XXI. As-Built Survey

We will prepare an As-Built Survey for the turn lane improvements and storm drainage system within the project area. We will collect field data to determine the As-Built elevations of the accessible drainage inverts at the manhole, inlets, and cleanout locations within the project area. We will prepare As-Built drawings incorporating this information and the contractor-supplied utility information onto the applicable construction plan sheets. This survey will be based on one (1) field visit and will be performed in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the FAC.

Our fee for this task will be a fixed fee of \$4,400, which includes other direct costs.

WVID Playmore Road Improvements and Preto Boulevard Parallel Parking and Improvements

XXII. Specific Purpose Partial Topographic and Tree Survey

We will provide a Specific Purpose Partial Topographic and Tree Survey within the limits of survey as show on the attached Exhibit "A," in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the FAC. We will locate the visible above ground improvements, and utilities within the limits (fire hydrants, valves, storm utilities, transformer, sidewalks, and trees, et cetera). Drainage structures will be detailed to reflect top elevation, inverts, and pipe sizes when accessible. We will collect spot elevations at fifty (50) foot intervals and at the defined grade breaks within the limits of survey. Horizontal Datum will be based on the Florida State Plane Coordinate System (FL West NAD 83). Vertical Datum will be based on the North American Vertical Datum of 1988. We will locate trees that are four (4) inches or larger in diameter at breast height within the limits. We will incorporate the tree location into the Partial Topographic Survey and include tree symbols, tree legend, and diameter for each tree. Deliverables to include five (5) certified copies and electronic files in PDF and AutoCAD formats.

Our fee for this task will be a fixed fee of \$8,600, which includes other direct costs.

XXIII. Conceptual Site Plan

We will prepare the Conceptual Site Plan based on your direction. This Conceptual Site Plan will include establishing and verifying design criteria such as site layout, parking requirements, and setbacks. Once completed, this plan will need to be reviewed and approved by you prior to proceeding with the Preliminary Plan. We will present the Conceptual Site Plan for your review and provide one (1) revision.

Our fee for this task will be a fixed fee of \$7,000, plus other direct costs.

XXIV. Preliminary Plan

We will prepare preliminary site plan drawings based on our site visit, along with your input and review of the need for a culvert crossing at the intersection of the power easement and the existing canal. We will complete the preliminary engineering designs for the proposed culvert as part of this task and we will attend meetings with City of North Port and SWFWMD if required. Typical information included in this plan is as follows:

- Project name and location;
- Survey showing the topography, plus additional survey information of the crossing;
- Preparation of stormwater management enhancements as needed;
- Preliminary roadway grading plan and profile sheets and details sheets; and
- Preliminary Probable Cost Estimate.

Our fee for this task will be a fixed fee of \$9,400, which includes other direct costs.

XXV. Final Engineering Plans and Drainage Calculations Preparation

We will prepare Final Construction Plans and Specifications in accordance with the City of North Port and SWFWMD and the State of Florida regulations. The plans will include:

- Site plans;
- Geometry sheets;
- Road plan and profile;
- Cross-section every one fitty (50) feet; and
- Sign Plans.

We will coordinate with local utilities to minimize conflicts with water, sewer, and drainage systems.

Our fee for this task will be a fixed fee of \$13,400, plus other direct costs.

XXVI. Permit Application Preparation and Processing

We will prepare, assemble, and submit application packages for the permits listed below. These packages will include application forms, narratives, drainage calculations, plans, exhibits and other supporting documentation. We will coordinate with you or your attorney to obtain documentation required as part of these permit applications, particularly, ownership documentation, and other such information. This task assumes the owner will provide the trailer plans and details. This task does not include the preparation of the Construction Plans, drainage calculations, or environmental considerations, which we prepare under a separate task.

- City of North Port Permitting
- SWFWMD Exemption Letter

Please be aware that this project will require compliance under the NPDES program as administered by the FDEP. This task does not include the preparation of a SWPPP or filing a NOI for site coverage under the NPDES program.

We will also assist you in processing the permit applications through City of North Port and SWFWMD. We will coordinate with the agencies to expedite receipt of agency comments. We will provide additional technical information and supporting documentation to facilitate the processing of the permit application. This fee is based on one (1) response to comments for the City of North Port and SWFWMD.

All application and permitting fees for the various agencies are the responsibility of the owner and have not been accounted for in this proposal. This assumes that there are no wetlands on-site.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$3,000, plus other direct costs.

XXVII. Limited Construction Administration Services

We will perform those site construction observations and inspections as necessary to certify that each phase (not including buildings or walls) has been constructed in accordance with the approved site plans. We will review shop drawings and RFI as provided by the contractor. This task is not intended to include exhaustive construction inspections but to provide a Final Agency Certification only.

Our fee for this task will be a fixed fee of \$3,200, which includes other direct costs.

XXVIII. As-Built Survey

We will prepare an As-Built Survey for the turn lane improvements and storm drainage system within the project area. We will collect field data to determine the As-Built elevations of the accessible drainage inverts at the manhole, inlets, and cleanout locations within the project area. We will prepare As-Built drawings incorporating this information and the contractor-supplied utility information onto the applicable construction plan sheets. This survey will be based on one (1) field visit and will be performed in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the Florida Administrative Code.

Our fee for this task will be a fixed fee of \$6,200, which includes other direct costs.

XXIX. Other Direct Costs

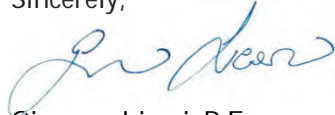
Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of \$500.

This revised Work Authorization, together with the referenced District Engineering Agreement, represents the entire understanding between West Villages Improvement District and Dewberry Engineers Inc. with regard to the referenced project. If you wish to accept this revised Work Authorization, please sign where indicated and return one complete copy to Aimee Powell, Senior Office Administrator, in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Mr. William Crosley
West Villages Improvement District
Work Authorization 2025-2
Revised October 17, 2024
October 15, 2024

Thank you for choosing Dewberry Engineers Inc. We look forward to continuing to work with you and your staff.

Sincerely,



Giacomo Licari, P.E.
Senior Project Manager



Reinardo Malavé, P.E.
Associate Vice President

GL:RM:ap
\\dewberry.dewberryroot.local\Offices\Sarasota\Mktg\Aimee\West Villages Improvement District - District Engineering Services
– Revised 10-17-2024
Enclosures

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
West Villages Improvement District

Date: _____

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
West Villages Improvement District
City of North Port, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of West Villages Improvement District, City of North Port, Florida (the "District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the District as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The schedule of expenditures of state financial assistance projects, as required by Chapter 10.550, Rules of the Auditor General of the State of Florida, is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of state financial assistance projects is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state financial assistance projects is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated August 14, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.



August 14, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of West Villages Improvement District, City of North Port, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$28,119,190.
- The change in the District's total net position in comparison with the prior fiscal year was \$1,407,336 an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2023, the District's governmental funds reported combined ending fund balances of \$31,691,944, an increase of 10,020,857 in comparison with the prior fiscal year. A portion of the total fund balance is restricted for debt service, capital projects, assigned to road resurfacing and subsequent year's expenditures, and the remainder mostly unassigned general fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the District that are principally supported by assessments (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the District include general government and maintenance operations. The business-type activities of the District include irrigation services.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into two categories: governmental funds and proprietary funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains seventeen individual governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, Unit 1, Unit 2 Series 2019, Unit 3, Unit 4, Unit 5, Unit 7, Unit 7 & 8, Unit 8, and Unit 9 debt service funds and Unit 1, Unit 3, Unit 5, Unit 7, Unit 7 & 8, Unit 8, and Unit 9 capital projects funds, all of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Proprietary Fund

The District maintains one type of proprietary fund, an enterprise fund. An enterprise fund is used to report the same function presented as business-type activities in the government-wide financial statements. The District uses an enterprise fund to account for the operations of the irrigation services within the District, which are included in Unit 6 of the District.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key components of the District's net position are reflected in the following table:

	NET POSITION					
	SEPTEMBER 30,					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other assets	\$ 38,443,474	\$ 29,472,218	\$ 944,335	\$ 780,080	\$ 39,387,809	\$ 30,252,298
Capital assets, net	191,787,396	176,622,168	3,401,075	2,722,886	195,188,471	179,345,054
Total assets	230,230,870	206,094,386	4,345,410	3,502,966	234,576,280	209,597,352
Current liabilities	10,293,280	10,573,028	4,423,278	3,538,254	14,716,558	14,111,282
Long-term liabilities	191,740,532	168,774,216	-	-	191,740,532	168,774,216
Total liabilities	202,033,812	179,347,244	4,423,278	3,538,254	206,457,090	182,885,498
Net position						
Net investment in capital assets	(1,928,136)	6,417,952	(881,724)	(293,544)	(2,809,860)	6,124,408
Restricted	24,275,551	12,245,838	-	-	24,275,551	12,245,838
Unrestricted	5,849,643	8,083,352	803,856	258,256	6,653,499	8,341,608
Total net position	\$ 28,197,058	\$ 26,747,142	\$ (77,868)	\$ (35,288)	\$ 28,119,190	\$ 26,711,854

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase is the results from the receipt of Developer contributions and intergovernmental revenues.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues						
Charges for services	\$ 12,589,434	\$ 11,090,459	\$ 922,774	\$ 644,473	\$ 13,512,208	\$ 11,734,932
Operating grants and contributions	6,175,582	5,248,359	-	214,990	6,175,582	5,463,349
Capital grants and contributions	646,731	2,395,412	-	-	646,731	2,395,412
General revenues						
Unrestricted investment earnings	306,605	878	6,600	24	313,205	902
Miscellaneous	724,995	399,323	4,221	-	729,216	399,323
Total revenues	20,443,347	19,134,431	933,595	859,487	21,376,942	19,993,918
Expenses:						
General government	3,420,278	1,481,965	-	-	3,420,278	1,481,965
Maintenance and operations	5,913,515	3,211,874	-	-	5,913,515	3,211,874
Interest	8,766,488	7,881,382	-	-	8,766,488	7,881,382
Bond issue costs	893,150	-	-	-	893,150	-
Irrigation services	-	-	976,175	995,887	976,175	995,887
Total expenses	18,993,431	12,575,221	976,175	995,887	19,969,606	13,571,108
Change in net position	1,449,916	6,559,210	(42,580)	(136,400)	1,407,336	6,422,810
Net position - beginning	26,747,142	20,187,932	(35,288)	101,112	26,711,854	20,289,044
Net position - ending	\$ 28,197,058	\$ 26,747,142	\$ (77,868)	\$ (35,288)	\$ 28,119,190	\$ 26,711,854

Governmental activities

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was \$18,993,431. The costs of the District's activities were partially paid by program revenues and general revenues. Program revenues were comprised primarily of assessments, Developer contributions, and other contributions for both the current year and prior year. The majority of the increase in expenses was the result of an increase in professional services and maintenance and repairs.

Business-type activities

Business-type activities reflect the operations of the irrigation system within the District. The cost of operations is covered partially by charges to customers. Revenues decrease as a result of a decrease in developer contributions.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The fiscal year 2023 general fund budget was amended to increase revenues by \$2,517,776 and increase appropriations by \$4,189,835. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had \$209,486,124 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$17,698,728 has been taken, which resulted in a net book value of \$191,787,396. The District's business-type activities reported net capital assets of \$3,401,075. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2023, the District had \$191,720,708 in Bonds and Notes outstanding and \$6,211,519 in Developer advances for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND OTHER EVENTS

Subsequent to fiscal year end, the District has continued its capital projects which include development of infrastructure improvements for residential and commercial areas, the construction of a wastewater treatment facility which will be conveyed to other entities for ownership and maintenance upon completion.

Subsequent to fiscal year end, the District issued \$4,805,000 of Series 2023 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2030 to May 1, 2054 with a fixed interest rates of 5.350% to 6.320%. The District also issued \$19,280,000 of Series 2024 Bonds (Assessment Area One), consisting of multiple term bonds with due dates ranging from May 1, 2031 to May 1, 2054 and fixed interest rates ranging from 4.500% to 5.700%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

CONTACTING THE DISTRICT'S FINANCIAL MANAGMENT

This financial report is designed to provide our citizens, land owners, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the West Villages Improvement District's management services at Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash	\$ 8,506,626	\$ 504,547	\$ 9,011,173
Due from Developers	122,372	439,788	562,160
Other assets	2,325	-	2,325
Restricted assets:			
Investments	29,812,151	-	29,812,151
Capital assets:			
Nondepreciable	167,081,050	2,214,638	169,295,688
Depreciable, net	24,706,346	1,186,437	25,892,783
Total assets	<u>230,230,870</u>	<u>4,345,410</u>	<u>234,576,280</u>
LIABILITIES			
Accounts payable	732,264	140,479	872,743
Contracts and retainage payable	1,338,209	-	1,338,209
Accrued interest payable	3,621,238	-	3,621,238
Escrow deposits	13,793	-	13,793
Due to Bondholders:			
Principal	1,975,000	-	1,975,000
Interest	2,612,776	-	2,612,776
Non-current liabilities:			
Due within one year*	7,019,370	-	7,019,370
Due in more than one year	182,567,610	-	182,567,610
Developer advances	2,153,552	4,282,799	6,436,351
Total liabilities	<u>202,033,812</u>	<u>4,423,278</u>	<u>206,457,090</u>
NET POSITION			
Net investment in capital assets	(1,928,136)	(881,724)	(2,809,860)
Restricted for capital projects	14,614,295	-	14,614,295
Restricted for debt service	9,661,256	-	9,661,256
Unrestricted	5,849,643	803,856	6,653,499
Total net position	<u>\$ 28,197,058</u>	<u>\$ (77,868)</u>	<u>\$ 28,119,190</u>

* The missed debt service payment due for the Series 2019 Bonds are reflected in the due to Bondholders account balance.

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		Total
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	
Primary government:							
Governmental activities:							
General government	\$ 3,420,278	\$ 3,188,011	\$ -	\$ -	\$ (232,267)	\$ -	\$ (232,267)
Maintenance and operations	5,913,515	-	1,987,436	646,731	(3,279,348)	-	(3,279,348)
Interest on long-term debt	8,766,488	9,401,423	4,188,146	-	4,823,081	-	4,823,081
Bond issue costs	893,150	-	-	-	(893,150)	-	(893,150)
Total governmental activities	18,993,431	12,589,434	6,175,582	646,731	418,316	-	418,316
Business-type activities:							
Irrigation services	976,175	922,774	-	-	-	(53,401)	(53,401)
Total business-type activities	976,175	922,774	-	-	-	(53,401)	(53,401)
General revenues:							
Unrestricted investment earnings					306,605	6,600	313,205
Miscellaneous					724,995	4,221	729,216
Total general revenues					1,031,600	10,821	1,042,421
Change in net position					1,449,916	(42,580)	1,407,336
Net position - beginning					26,747,142	(35,288)	26,711,854
Net position - ending					\$ 28,197,058	\$ (77,868)	\$ 28,119,190

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Major Funds									
	Debt Service									
	General	Unit 1 Series 2007 & 2017	Unit 2 Series 2019	Unit 3 Series 2006 & 2017	Unit 4 Series 2016	Unit 5 Series 2017	Unit 7 Series 2019	Unit 7 & 8 Series 2021	Unit 8 Series 2022	Unit 9 Series 2023
ASSETS										
Cash	\$ 8,506,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Investments	-	1,011,840	577,153	446,790	1,164,811	5,922,115	2,351,180	605,171	1,065,491	715,096
Due from Developers	122,372	-	-	-	-	-	-	-	-	-
Other assets	2,325	-	-	-	-	-	-	-	-	-
Total assets	\$ 8,631,323	\$ 1,011,840	\$ 577,153	\$ 446,790	\$ 1,164,811	\$ 5,922,115	\$ 2,351,180	\$ 605,171	\$ 1,065,491	\$ 715,096
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES										
Liabilities:										
Accounts payable	\$ 732,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contracts and retainage payable	-	-	-	-	-	-	-	-	-	-
Escrow deposits	13,793	-	-	-	-	-	-	-	-	-
Due to Bondholders:										
Principal	-	-	1,975,000	-	-	-	-	-	-	-
Interest	-	-	2,612,776	-	-	-	-	-	-	-
Total liabilities	746,057	-	4,587,776	-	-	-	-	-	-	-
Deferred inflow s of resources:										
Unavailable revenue	79,488	-	-	-	-	-	-	-	-	-
Total deferred inflow s of resources	79,488	-	-	-	-	-	-	-	-	-
Fund balances:										
Restricted for:										
Debt service	-	1,011,840	-	446,790	1,164,811	5,922,115	2,351,180	605,171	1,065,491	715,096
Capital projects	-	-	-	-	-	-	-	-	-	-
Assigned to:										
Road resurfacing	1,262,214	-	-	-	-	-	-	-	-	-
Subsequent year expenditures	18,205	-	-	-	-	-	-	-	-	-
Unassigned	6,525,359	-	(4,010,623)	-	-	-	-	-	-	-
Total fund balances	7,805,778	1,011,840	(4,010,623)	446,790	1,164,811	5,922,115	2,351,180	605,171	1,065,491	715,096
Total liabilities, deferred inflow s of resources and fund balances	\$ 8,631,323	\$ 1,011,840	\$ 577,153	\$ 446,790	\$ 1,164,811	\$ 5,922,115	\$ 2,351,180	\$ 605,171	\$ 1,065,491	\$ 715,096

(Continued)

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023
(Continued)**

	Major Funds							
	Capital Projects							Total
	Unit 1 Series 2007 & 2017	Unit 3 Series 2006 & 2017	Unit 5 Series 2017	Unit 7 Series 2019	Unit 7 & 8 Series 2021	Unit 8 Series 2022	Unit 9 Series 2023	Governmental Funds
ASSETS								
Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,506,626
Investments	410	38,269	-	177	3,915,847	11,936,997	60,804	29,812,151
Due from Developers	-	-	-	-	-	-	-	122,372
Other assets	-	-	-	-	-	-	-	2,325
Total assets	\$ 410	\$ 38,269	\$ -	\$ 177	\$ 3,915,847	\$ 11,936,997	\$ 60,804	\$ 38,443,474
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES								
Liabilities:								
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 732,264
Contracts and retainage payable	-	-	-	-	-	1,338,209	-	1,338,209
Escrow deposits	-	-	-	-	-	-	-	13,793
Due to Bondholders:								
Principal	-	-	-	-	-	-	-	1,975,000
Interest	-	-	-	-	-	-	-	2,612,776
Total liabilities	-	-	-	-	-	1,338,209	-	6,672,042
Deferred inflows of resources:								
Unavailable revenue	-	-	-	-	-	-	-	79,488
Total deferred inflows of resources	-	-	-	-	-	-	-	79,488
Fund balances:								
Restricted for:								
Debt service	-	-	-	-	-	-	-	13,282,494
Capital projects	410	38,269	-	177	3,915,847	10,598,788	60,804	14,614,295
Assigned to:								
Road resurfacing	-	-	-	-	-	-	-	1,262,214
Subsequent year expenditures	-	-	-	-	-	-	-	18,205
Unassigned	-	-	-	-	-	-	-	2,514,736
Total fund balances	410	38,269	-	177	3,915,847	10,598,788	60,804	31,691,944
Total liabilities, deferred inflows of resources and fund balances	\$ 410	\$ 38,269	\$ -	\$ 177	\$ 3,915,847	\$ 11,936,997	\$ 60,804	\$ 38,443,474

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
RECONCILIATION OF BALANCE SHEET – GOVERNMENTAL FUNDS
TO STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

Fund balance - governmental funds \$ 31,691,944

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	209,486,124	
Accumulated depreciation	<u>(17,698,728)</u>	191,787,396

Assets that are not available to pay for current-period expenditures are unavailable in the fund statements.		79,488
--	--	--------

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(3,621,238)	
Bonds payable *	(189,586,980)	
Developer advances	<u>(2,153,552)</u>	<u>(195,361,770)</u>
Net position of governmental activities		<u><u>\$ 28,197,058</u></u>

* The missed debt service payment due for the Series 2019 Bonds are reflected in the due to Bondholders account balance.

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Major Funds									
	Debt Service									
	General	Unit 1 Series 2007 & 2017	Unit 2 Series 2019	Unit 3 Series 2006 & 2017	Unit 4 Series 2016	Unit 5 Series 2017	Unit 7 Series 2019	Unit 7 & 8 Series 2021	Unit 8 Series 2022	Unit 9 Series 2023
REVENUES										
Assessments	\$ 3,188,011	2,249,859	1,938,422	1,279,887	\$ 822,698	\$ -	1,966,408	1,141,763	\$ -	\$ 2,386
Developers contributions	207,024	-	-	-	-	-	-	-	-	117,730
Contributions - Atlanta Braves	114,783	-	-	-	-	2,588,596	-	-	-	-
Developers contributions - capital	1,059	-	-	-	-	-	-	-	-	-
Contributions other governments	1,664,570	-	-	-	-	999,996	-	-	-	-
Miscellaneous	801,389	-	-	-	-	-	-	-	-	-
Interest income	306,605	41,432	29,200	17,806	32,984	222,824	74,102	20,391	32,682	10,403
Total revenues	6,283,441	2,291,291	1,967,622	1,297,693	855,682	3,811,416	2,040,510	1,162,154	32,682	130,519
EXPENDITURES										
Current:										
General government	3,420,278	-	-	-	-	-	-	-	-	-
Maintenance and operations	1,787,036	-	-	-	-	-	-	-	-	-
Debt service:										
Principal	36,107	1,200,000	1,785,000	670,000	260,000	1,991,568	565,000	435,000	-	-
Interest	-	1,197,994	1,517,066	617,348	567,200	1,591,038	1,505,463	739,932	329,821	-
Bond issue costs	-	-	-	-	-	-	-	-	-	-
Capital outlay	2,407,891	-	-	-	-	-	-	-	-	-
Total expenditures	7,651,312	2,397,994	3,302,066	1,287,348	827,200	3,582,606	2,070,463	1,174,932.00	329,821.00	-
Excess (deficiency) of revenues over (under) expenditures	(1,367,871)	(106,703)	(1,334,444)	10,345	28,482	228,810	(29,953)	(12,778)	(297,139)	130,519
OTHER FINANCING SOURCES (USES)										
Bond proceeds	-	-	-	-	-	-	-	-	1,362,630	584,577
Bond premium/(discount)	-	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-	-	1,362,630	584,577
Net change in fund balances	(1,367,871)	(106,703)	(1,334,444)	10,345	28,482	228,810	(29,953)	(12,778)	1,065,491	715,096
Fund balances - beginning	9,173,649	1,118,543	(2,676,179)	436,445	1,136,329	5,693,305	2,381,133	617,949	-	-
Fund balances - ending	\$ 7,805,778	\$ 1,011,840	\$ (4,010,623)	\$ 446,790	\$ 1,164,811	\$ 5,922,115	\$ 2,351,180	\$ 605,171	\$ 1,065,491	\$ 715,096

(Continued)

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
(Continued)**

	Major Funds							Total
	Capital Projects							Governmental
	Unit 1 Series 2007 & 2017	Unit 3 Series 2006 & 2017	Unit 5 Series 2017	Unit 7 Series 2019	Unit 7 & 8 Series 2021	Unit 8 Series 2022	Unit 9 Series 2023	Funds
REVENUES								
Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,589,434
Developers contributions	-	-	-	-	-	-	-	324,754
Contributions - Atlanta Braves	-	-	-	-	-	-	-	2,703,379
Developers contributions - capital	-	-	-	-	-	-	-	1,059
Contributions other governments	-	-	-	-	-	-	-	2,664,566
Miscellaneous	-	-	-	-	-	-	-	801,389
Interest income	13	1,165	-	6,171	163,926	414,652	60,804	1,435,160
Total revenues	13	1,165	-	6,171	163,926	414,652	60,804	20,519,741
EXPENDITURES								
Current:								
General government	-	-	-	-	-	-	-	3,420,278
Maintenance and operations	-	-	-	-	-	-	-	1,787,036
Debt service:								
Principal	-	-	-	-	-	-	4,057,967	11,000,642
Interest	-	-	-	-	-	-	-	8,065,862
Bond issue costs	-	-	-	-	-	420,725	472,425	893,150
Capital outlay	-	-	319	6,166	-	4,918,964	11,958,367	19,291,707
Total expenditures	-	-	319	6,166	-	5,339,689	16,488,759	44,458,675
Excess (deficiency) of revenues over (under) expenditures	13	1,165	(319)	5	163,926	(4,925,037)	(16,427,955)	(23,938,934)
OTHER FINANCING SOURCES (USES)								
Bond proceeds	-	-	-	-	-	15,637,370	16,545,423	34,130,000
Bond premium/(discount)	-	-	-	-	-	(113,545)	(56,664)	(170,209)
Total other financing sources (uses)	-	-	-	-	-	15,523,825	16,488,759	33,959,791
Net change in fund balances	13	1,165	(319)	5	163,926	10,598,788	60,804	10,020,857
Fund balances - beginning	397	37,104	319	172	3,751,921	-	-	21,671,087
Fund balances - ending	\$ 410	\$ 38,269	\$ -	\$ 177	\$ 3,915,847	\$ 10,598,788	\$ 60,804	\$ 31,691,944

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Net change in fund balances - total governmental funds \$ 10,020,857

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position. 16,883,447

Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position. (34,130,000)

In connection with the issuance of the Bonds, the original issue discount/premium is reported as a financing use/source when debt is first issued, whereas this amount is eliminated in the statement of activities and reduces/increases long-term liabilities in the statement of net position. 170,209

Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities. 11,000,642

Depreciation of capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities. (1,718,219)

Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities. (7,167)

Certain revenues were unavailable for the governmental fund financial statements in the prior fiscal year. In the current fiscal year, these revenues were recorded in the governmental fund financial statements. (76,394)

The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements. (693,459)

Change in net position of governmental activities \$ 1,449,916

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
STATEMENT OF NET POSITION - PROPRIETARY FUND
SEPTEMBER 30, 2023**

	Business-type Activities - <u>Irrigation Fund</u>
ASSETS	
Current assets:	
Cash and equivalents	504,547
Due from Developers	<u>439,788</u>
Total current assets	<u>944,335</u>
Noncurrent assets:	
Capital assets:	
Construction in progress	2,214,638
Irrigation system	1,364,593
Less accumulated depreciation	<u>(178,156)</u>
Total capital assets, net of depreciation	<u>3,401,075</u>
Total noncurrent assets	<u>3,401,075</u>
Total assets	<u>4,345,410</u>
LIABILITIES	
Current liabilities:	
Accounts payable and accrued expenses	<u>140,479</u>
Total current liabilities	<u>140,479</u>
Noncurrent liabilities	
Developer advances	<u>4,282,799</u>
Total noncurrent liabilities	<u>4,282,799</u>
Total liabilities	<u>4,423,278</u>
NET POSITION	
Investment in capital assets	(881,724)
Unrestricted	803,856
	<u>\$ (77,868)</u>

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	<u>Business-type Activities - Irrigation Fund</u>
Operating revenues:	
Charges for services:	
Irrigation revenues	922,774
Other	<u>4,221</u>
Total operating revenues	<u>926,995</u>
Operating expenses:	
Irrigation services	931,636
Depreciation	<u>44,539</u>
Total operating expenses	<u>976,175</u>
Operating income (loss)	<u>(49,180)</u>
Nonoperating revenues (expenses):	
Interest income	<u>6,600</u>
Total nonoperating revenues (expenses)	<u>6,600</u>
Change in net position	(42,580)
Total net position (deficit) - beginning, previously stated	<u>(35,288)</u>
Total net position - beginning	<u>(35,288)</u>
Total net position - ending	<u><u>\$ (77,868)</u></u>

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
STATEMENT OF CASH FLOWS - PROPRIETARY FUND
FISCAL YEAR ENDED SEPTEMBER 30, 2023**

CASH FLOW FROM OPERATING ACTIVITIES	
Receipts from customers and users	\$ 926,995
Payments for goods and services	<u>(1,312,981)</u>
Net cash provided (used) by operating activities	<u>(385,986)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Proceeds from Developer advances	1,057,032
Purchase of capital assets	<u>(722,728)</u>
Net cash provided (used) by capital and related financing activities	<u>334,304</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest income	<u>6,600</u>
Net cash provided (used) by investing activities	<u>6,600</u>
Net increase (decrease) in cash and cash equivalents	(45,082)
Cash and cash equivalents - October 1	<u>549,629</u>
Cash and cash equivalents - September 30	<u><u>\$ 504,547</u></u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	
Operating income (loss)	\$ (49,180)
Depreciation	44,539
Increase/(Decrease) in:	
Accounts payable	<u>(381,345)</u>
Total adjustments	<u>(336,806)</u>
Net cash provided (used) by operating activities	<u><u>\$ (385,986)</u></u>

See notes to the financial statements

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

West Villages Improvement District ("District") was created on July 23, 2004. The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 2004-456 Laws of Florida.

The District provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is being developed by separate Developers, a Master Developer and by other Homebuilders. The Master Developers are Thomas Ranch Land Partners Village, LLP ("Thomas Ranch") a subsidiary of Mattamy Homes who assumed responsibility as the major developer for Unit 1, replacing Fourth Quarter Properties XXXII, LLC and became the new majority owner for the District. Other Developers include Lennar Homes, Inc. ("Lennar"), Gran Paradiso I and II, and Pulte Homes, LP. At September 30, 2023, a majority of the Board Members are affiliated with Thomas Ranch. All references to ("Developer") include all of the entities associated with the District. The District has previously created five separate development units – Units 1, 2, 3, 4 and 5. During a prior year Unit 6 was created for the construction of the Master Irrigation system, which is funded by the Master Developer and by fees generated from an approved rate structure. During a prior fiscal year, Unit 7 was created for the development of Unit 7 infrastructure improvements. During a prior fiscal year end, Unit 8 was created for the development of Unit 8 infrastructure improvements. During the current fiscal year end Unit 9 was created for the development of Unit 9 infrastructure improvements.

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Funds - Unit 1, Unit 2 (2019), Unit 3, Unit 4, Unit 5, Unit 7, Unit 7 & 8, Unit 8, and Unit 9

The debt service funds for each unit are used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt for each development unit.

Capital Projects Funds - Unit 1, Unit 3, Unit 5, Unit 7, Unit 7 & 8, Unit 8, and Unit 9

This funds accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District for each development unit.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

The District reports the following enterprise fund:

Irrigation Fund

The Irrigation Fund accounts for the operations of the irrigation lines, which are funded by proceeds from operations of these facilities including user fees, meter fees and connection fees.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's enterprise fund are charges to customers for sales and services. Operating expenses of the enterprise fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Capital Assets

Capital assets which include property, plant and equipment, infrastructure assets, (e.g., roads, sidewalks and similar items) and construction in progress are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Water Management & Environmental	30
Roadways	25
Gateway Entry	15
Landscape & Lighting	10
Irrigation System	30

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2023:

Investment	Amortized cost	Credit Risk	Maturities
US Bank Money Market Account	\$ 25,510,703	Not Available	Not available
Florida Education Investment Trust	4,301,448	Not Available	Not available
	<u>\$ 29,812,151</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indentures limit the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the governmental activities for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land	\$ 12,837,903	\$ -	\$ -	\$ 12,837,903
Infrastructure in progress	63,384,998	-	-	63,384,998
Infrastructure in progress - wastewater treatment plant	57,534,889	-	-	57,534,889
Village B Parcel Project - CIP	1,137,564	6,116	-	1,143,680
Unit No. 8 Improvements - CIP	15,302,249	4,918,964	-	20,221,213
Unit No. 9 Improvements - CIP	-	11,958,367	-	11,958,367
Total capital assets, not being depreciated	150,197,603	16,883,447	-	167,081,050
Capital assets, being depreciated				
Water Management and Environmental	18,771,847	-	-	18,771,847
Roadways	13,908,078	-	-	13,908,078
Gateway Entry	6,346,169	-	-	6,346,169
Landscape and Lighting - Unit 3	3,378,980	-	-	3,378,980
Total capital assets, being depreciated	42,405,074	-	-	42,405,074
Less accumulated depreciation for:				
Water Management and Environmental	4,283,036	515,274	-	4,798,310
Roadways	4,501,961	441,950	-	4,943,911
Gateway Entry	4,407,853	423,097	-	4,830,950
Landscape and Lighting - Unit 3	2,787,659	337,898	-	3,125,557
Total accumulated depreciation	15,980,509	1,718,219	-	17,698,728
Total capital assets, being depreciated, net	26,424,565	(1,718,219)	-	24,706,346
Governmental activities capital assets, net	\$ 176,622,168	\$ 15,165,228	\$ -	\$ 191,787,396

Depreciation expense was charged to maintenance and operations.

NOTE 5 – CAPITAL ASSETS (Continued)

Capital asset activity for the business-type activities for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
<u>Business type activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ 1,491,910	\$ 722,728	\$ -	\$ 2,214,638
Total capital assets, not being depreciated	1,491,910	722,728	-	2,214,638
Capital assets, being depreciated				
Irrigation system	1,364,593	-	-	1,364,593
Total capital assets, being depreciated	1,364,593	-	-	1,364,593
Less accumulated depreciation for:				
Irrigation system	133,617	44,539	-	178,156
Total accumulated depreciation	133,617	44,539	-	178,156
Total capital assets, being depreciated, net	1,230,976	(44,539)	-	1,186,437
Business type activities capital assets, net	\$ 2,722,886	\$ 678,189	\$ -	\$ 3,401,075

Governmental activities

Costs incurred to-date relate to Development Unit's No. 1, No. 2, No. 3, No. 4, No. 5 No. 7, No. 8, and No. 9. Certain improvements were acquired directly from the Developer. The total anticipated project costs have been estimated at approximately \$30 million for Unit No. 1; \$34 million for Unit No. 2; \$47 million for Unit No. 3; \$30 million for Unit No. 4; \$117 million for Unit No. 5; \$72.5 million for Unit No. 7; \$50 million for Unit No. 8; and \$51,000 for Unit No. 9. Units No. 3, No. 4 and No. 5 were completed in a prior fiscal year.

Funding for the Unit 5 improvements are derived from multiple sources which include contributions from certain Developers, City of North Port, Sarasota County, the State of Florida and Atlanta National League Baseball Club, LLC ("Atlanta Braves"). The Unit 5 improvements were conveyed to the County during a prior fiscal year.

Certain improvements will be conveyed to other entities upon completion of the various developments, which include but are not limited to the wastewater treatment plant and the other improvements.

The District has entered an agreement with the Developer, whereby the Developer has agreed to provide funding for the completion of the wastewater treatment plant. The wastewater treatment plant will be conveyed to another entity for ownership and maintenance upon completion.

In the current year additions For Unit No. 8 Improvements – CIP and Unit No. 9 Improvements - CIP were improvements purchased from the Developer.

Business type activities

Unit No. 6 is comprised of the Master Irrigation Facility. The original agreements with the Developer provided for Developer contributions for funding of the improvements and any costs overruns related to the Master Irrigation Facility. The original agreements and or new agreements have been modified to provide for reimbursement to the Developer of amounts advanced under certain conditions.

NOTE 6 – LONG TERM LIABILITIES

Series 2016 (Unit 4)

On November 15, 2016, the District issued \$13,090,000 of Special Assessment Revenue Bonds, Series 2016 (Unit 4), due November 1, 2046 with interest rates of 3.375% to 5.0%. The Bonds were issued for the purpose of financing the acquisition and construction of certain improvements for the benefit of the District. Interest is paid semiannually on each May 1 and November 1, commencing May 1, 2017. Principal is paid serially commencing November 1, 2017 through November 1, 2046.

Series 2017 (Unit 1)

On August 31, 2017, the District issued \$32,165,000 of Special Assessment Revenue Refunding Bonds, Series 2017 (Unit 1), due May 1, 2037 with interest rates of 3.50% - 4.625%. The Bonds were issued for the purpose of refunding the District's outstanding Series 2007 Special Assessment Revenue Bonds (the "Refunded Bonds"), and to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is paid semiannually on each May 1 and November 1, commencing May 1, 2018. Principal is paid serially commencing May 1, 2018 through May 1, 2038.

Series 2017 (Unit 3)

On August 31, 2017, the District issued \$16,550,000 of Special Assessment Revenue Refunding Bonds, Series 2017 (Unit 3), due May 1, 2037 with interest rates of 3.50% - 5.00%. The Bonds were issued for the purpose of refunding the District's outstanding Series 2006 Special Assessment Revenue Bonds (the "Refunded Bonds") and to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is paid semiannually on each May 1 and November 1, commencing November 1, 2017. Principal is paid serially commencing May 1, 2018 through May 1, 2037.

Series 2017A (Unit 5)

On December 21, 2017, the District issued \$13,955,000 of Taxable Florida State Sales Tax Payments Revenue Bonds, Series 2017A, consisting of multiple term bonds with due dates ranging from February 1, 2019 – February 1, 2038 and fixed interest rates ranging from 2.277% to 3.831%. The Bonds were issued for the purpose of funding a portion of the costs of the 2017 Project. Interest is paid semiannually on each August 1 and February 1, commencing August 1, 2018. Principal is paid serially commencing August 1, 2018 through February 1, 2038. Principal and interest on the Bonds are to be paid with Florida State Sales Tax Payments pledged to the District.

Series 2017B (Unit 5)

On December 21, 2017, the District issued \$27,500,000 of Senior Secured Notes due December 30, 2033 with a fixed interest rate of 5.4%. The Notes were issued for the purpose of funding a portion of the costs of the 2017 Project. Interest is paid semiannually on each June 30 and December 30, commencing June 30, 2018. Principal is paid serially commencing June 30, 2018 through December 30, 2033. Principal and interest on the Bonds are to be paid with Florida State Sales Tax Payments pledged to the District and by an annual fee to be paid by Atlanta Braves.

Series 2019 (Unit 7)

On April 15, 2019, the District issued \$32,360,000 of Series 2019 Special Assessment Revenue Bonds (Unit 7), due dates ranging from May 1, 2021 to May 1, 2050 with interest rates of 4.00% - 5.00%. The Bonds were issued for the purpose of financing the acquisition and construction of certain improvements for the benefit of the District. Interest is paid semiannually on each May 1 and November 1, commencing May 1, 2019. Principal is paid serially commencing May 1, 2021 through May 1, 2050.

NOTE 6 – LONG TERM LIABILITIES (Continued)

Series 2019 (Unit 2)

During a prior fiscal year end the Unit 2 Series 2005 bond was bifurcated. The primary purpose of the Bifurcation is to divide the security for the trust estate of the Series 2005 Bonds into two separate and distinct trust estates secured by two separate and distinct sources of collateral. Accordingly, two separate assessment areas have been established within Unit No. 2 relative to the Bifurcated Bonds. "Assessment Area 1" includes all lands within Unit No. 2 with the exception of (1) the Delinquent Commercial Property; (2) the residential units which have prepaid the Series 2005 Assessments levied on their property in full; and (3) those units for which the District has received a true-up payment in accordance with the various True-Up Agreements executed in conjunction with the issuance of the Series 2005 Bonds. "Assessment Area 2" includes the Delinquent Commercial Property.

The Series 2005 (Unit 2) Bonds with principal outstanding of \$32,965,000 were exchanged for \$15,190,000 Series 2019A-1 "Assessment Area 1", \$17,445,000 Series 2019A-2 "Assessment Area 2" and \$330,000 of Defeased Bonds. The Series 2019A-1 Bonds are current on their debt service payments. The Defeased Bonds were paid by the District during the prior fiscal year and are no longer a liability of the District. The Bondholders cancelled \$4,615,000 of the Series 2019A-2 Bonds, leaving a balance of \$12,830,000 after the restructuring.

Series 2019A-1 (Unit 2)

The Series 2019A-1 Special Assessment Bonds (Unit 2) were exchanged for the Series 2005 Bonds in October 2019, with due dates ranging from May 1, 2020 to May 1, 2036 with an interest rate of 5.75%. Interest is paid semiannually on each May 1 and November 1, commencing May 1, 2020. Principal is paid serially commencing May 1, 2020 through May 1, 2036.

Series 2019A-2 (Unit 2)

The Series 2019A-2 Special Assessment Bonds (Unit 2) were exchanged for the Series 2005 Bonds in October 2019, with due dates ranging from May 1, 2020 to May 1, 2036 with an interest rate of 5.75%. Interest is paid semiannually on each May 1 and November 1, commencing May 1, 2020. Principal is paid serially commencing May 1, 2020 through May 1, 2036.

Subsequent to the restructuring the District had delinquent assessments still due from Major Landowners which ultimately secure the Bonds. As a result, certain scheduled debt service payments were not made in prior and current fiscal years. The amount due has been reported in the financial statements as Due to Bondholders and reflects \$1,975,000 due for principal and \$2,612,776 due for interest. The failure by the District to pay its debt service is considered an event of default. In addition, subsequent to year end, the District did not pay the scheduled debt service on the Bonds.

Series 2021 (Unit 7)

On April 20, 2021, the District issued \$7,975,000 of Special Assessment Revenue Bonds (Unit 7), Series 2021 (Village F-1 and F-5), consisting of multiple term bonds with fixed interest rates ranging from 2.50% to 4.00%. The bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

Series 2021 (Unit 8)

On April 20, 2021, the District issued \$13,000,000 of Special Assessment Revenue Bonds (Unit 8), Series 2021 (Master Infrastructure), consisting of multiple term bonds with fixed interest rates ranging from 2.500% to 4.000%. The bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

NOTE 6 – LONG TERM LIABILITIES (Continued)

Series 2022 (Unit 8)

On December 12, 2022, the District issued \$17,000,000 of Special Assessment Revenue Bonds (Unit 8), Series 2022 (Neighborhood Infrastructure), consisting of multiple term bonds with fixed interest rates ranging from 4.650% to 5.580%. The bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2024 through May 1, 2053.

Series 2023 (Unit 9)

On March 16, 2023, the District issued \$17,130,000 of Special Assessment Revenue Bonds (Unit 9), Series 2023, consisting of multiple term bonds with fixed interest rates ranging from 4.625% to 5.625%. The bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2024 through May 1, 2053.

Redemption Provisions

All of the Bond/Notes are subject to redemption at the option of the District prior to their maturity as outlined in the Bond/Note Indentures. Except for the 2017A Bonds and B Notes, the Bonds are also subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occur as outlined in the Bond/Note Indentures.

Indenture Requirements

The Bond Indentures require that the District maintain adequate funds in the reserve accounts to meet the debt service reserve requirements as defined in the Bond Indentures. In addition, the Bond Indentures have certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is in compliance with the reserve requirements outlined in the various indentures.

NOTE 6 – LONG TERM LIABILITIES (Continued)

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds/Note payable:					
Bond Series 2016 (Unit 4)	\$ 11,870,000	\$ -	\$ 260,000	\$ 11,610,000	\$ 275,000
Bond Series 2017 (Unit 1)	27,000,000	-	1,200,000	25,800,000	1,250,000
Less: Original issue discount	(286,168)	-	(17,885)	(268,283)	-
Bond Series 2017 (Unit 3)	13,395,000	-	670,000	12,725,000	670,000
Add: Original issue premium	198,232	-	13,216	185,016	-
Bond Series 2017 (Unit 5)	11,610,000	-	570,000	11,040,000	590,000
Note 2017 (Unit 5)	21,962,276	-	1,421,568	20,540,708	1,499,370
Bond Series 2019 (U7)	31,310,000	-	565,000	30,745,000	585,000
Less: Original issue discount	(52,525)	-	(2,020)	(50,505)	-
Bond Series 2019 A-1 (U2)	13,420,000	-	1,240,000	12,180,000	640,000
Bond Series 2019 A-2 (U2)	12,830,000	-	-	12,830,000	2,555,000
Bond Series 2021 (F1 & F5)	7,815,000	-	165,000	7,650,000	170,000
Add: Original issue premium	54,965	-	1,924	53,041	-
Bond Series 2021 (Master Infrastructure)	12,740,000	-	270,000	12,470,000	275,000
Add: Original issue premium	89,810	-	3,143	86,667	-
Bond Series 2022 (Unit 8)	-	17,000,000	-	17,000,000	240,000
Less: Original issue discount	-	(113,545)	(3,686)	(109,859)	-
Bond Series 2023 (Unit 9)	-	17,130,000	-	17,130,000	245,000
Less: Original issue discount	-	(56,664)	(1,859)	(54,805)	-
Developer advances- WWTP	6,211,519	-	4,057,967	2,153,552	-
Developer advances- Fire station	36,107	-	36,107	-	-
Total	\$ 170,204,216	\$ 33,959,791	\$ 10,448,475	\$ 193,715,532	\$ 8,994,370

* Includes \$1,430,000 due to bondholders for the Series 2019 Bond which was not paid.

Long-term debt activity (Continued)

At September 30, 2023, the scheduled debt service requirements on the long - term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2024	\$ 8,994,370	\$ 11,895,690	\$ 20,890,060
2025	7,341,429	8,936,642	16,278,071
2026	7,677,979	8,606,737	16,284,716
2027	8,029,265	8,259,761	16,289,026
2028	8,440,548	7,892,279	16,332,827
2029-2033	48,881,847	32,945,155	81,827,002
2034-2038	42,455,270	20,562,174	63,017,444
2039-2043	19,055,000	13,118,921	32,173,921
2044-2048	23,515,000	7,934,844	31,449,844
2049-2053	17,330,000	2,314,681	19,644,681
Total	\$ 191,720,708	\$ 122,466,884	\$ 314,187,592

* Includes \$1,975,000 in principal and \$2,612,776 due to Bondholders for the Series 2019 Bond which was not paid.

NOTE 7 – DEVELOPER CONTRIBUTIONS

Governmental Funds

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer. The Developer also provided \$207,024 as Developer contributions for the general fund during the current fiscal year.

NOTE 8 – DELINQUENT ASSESSMENTS

The Developer owns a significant portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer. However, a Major Landowner did not pay a portion of their assessments. See Note 6.

NOTE 9 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer and Major Landowners, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

NOTE 12 – CITY OF NORTH PORT AGREEMENTS

General Principal Agreement

On June 26, 2006, the District entered into a General Principles of Agreement with the City of North Port ("City") and Fourth Quarter Properties XXXII, LLC. Under the agreement, the District is responsible for the construction and equipping of a police substation and fire and emergency medical facilities, which are eligible to be reimbursed from impact fees collected within the District; dedication of certain lands for community parks and general government use; master plan and design of parks within the District eligible to be reimbursed from impact fees collected within the District; as well as other items as described in the General Principles of Agreement. Note, this is a summary; the agreement includes more specific content and provisions. The Agreement referred to above was assumed by the new major Developer.

On June 27, 2006, Fourth Quarter Properties XXXII, LLC (Fourth Quarter) entered into a Guarantee Agreement in favor of West Villages Improvement District. Under the agreement, Fourth Quarter unconditionally guarantees to transfer real property to the District or North Port as outlined in the General Principles of Agreement denoted above. Fourth Quarter also acknowledges that the District may not be able to reimburse or pay for this property unless it is authorized to do so pursuant to its enabling legislation and the applicable requirements of either Chapter 170 or 298, Florida Statutes. This agreement also states that Fourth Quarter unconditionally agrees to advance funds to the District in a timely fashion as are necessary for the construction and equipping as outlined in the General Principles of Agreement; however, Fourth Quarter shall be entitled to reimbursement of any such advances from impact fees collected within the District and/or future unit development funding. Note, this is a summary; the agreement includes more specific content and provisions. The Agreement referred to above was assumed by the new major Developer. The agreement was superseded during a prior fiscal year.

NOTE 12 – CITY OF NORTH PORT AGREEMENTS (Continued)

Development Agreement with City of North Port and Developer

During a prior fiscal year the District entered into the West Village Developer Agreement (“Agreement”) with the City of North Port (“City”) and the Developer. The key terms of the agreement are summarized below:

1. The agreement related to capacity for and construction of water and wastewater facilities are memorialized in the *2019 Amended and Restated Utilities Agreement*, dated September 10, 2019 and which may be amended in the future. The Agreement does not amend, supersede, or otherwise affect the utility agreement, which remains in full force and effect.
2. The Agreement, pursuant to Section 58-109 of the Code of the City of North Port, Florida, provides for the rights and obligations for the City's expenditure of impact fees in several designated areas, including fire/rescue, law enforcement, parks, and general government.
3. The City Commission having considered the factors required by Section 58-109 of the Code of the City of North Port, Florida, has determined that the System Improvements referenced in this Agreement qualify for impact fee expenditures and Developer reimbursement.
4. The District desires to provide the City with turn-key System Improvements as described in this Agreement for the delivery of needed City public services and that the Developer desires to provide the City land related to these System Improvements; that the City desires to own and operate the improvements and to provide the District a limited reimbursement from impact fees of the cost for certain improvements at the time of transfer of the improvements to the City; that the Agreement provides for a proportionate fair share of the costs of the needed System Improvements resulting from the development.

During the current fiscal year the City provided \$14,933 for certain park improvements.

Transportation Impact Fee Reimbursement Agreement

On April 14, 2021, the District entered into a Transportation Impact Fee Reimbursement Agreement with Wellen Park, LLLP (“Developer”) and the City of North Port. The agreement states that the cost of the roads is expected to exceed \$125,000,000. As of the date of the agreement the Developer and District have incurred a total of \$47,681,364 in costs associated with the design, permitting and construction of completed portions of the roads within Wellen Park in addition to \$27,430,437 in costs associated with other portions of the roads which have been designed are under construction but not yet completed. The agreement states the Developer shall design, permit and construct the roads necessary in Wellen Park. The City will reimburse the District in an amount not to exceed \$90,000,000 for road costs. The source of the City's reimbursement payments shall be the transportation impact fees collected by the City from development occurring within Wellen Park.

During the current fiscal year the City provided \$1,649,637 to the District in relation to this agreement.

NOTE 13 –LITIGATION AND CLAIMS

Gran Paradiso Matter

The Gran Paradiso Property Owners Association, Inc. (the “GPHOA”) filed a lawsuit against the District on November 19, 2023. The GPHOA alleges, in relevant part, that i) the District should be enjoined from suspending or discontinuing irrigation services to the GPHOA for its failure to timely pay for irrigation service rendered to it by the District; ii) the District and the GPHOA (when controlled by Lennar Homes, LLC) wrongfully executed various irrigation supply agreements between the parties be rescinded/nullified; and iii) the District improperly noticed a public hearing required to be held in advance of its adoption of Resolution 2018-18 and accordingly such resolution is void ab initio. The case has been assigned Case No. 2022-CA- 005368-SC. At September 30, 2023, the District's is owed \$274,032 for irrigation services from this account. This amount is recorded as part of the \$439,788 receivable in the September 30, 2023 Statement of Net Position of the District's irrigation fund. As of the report date, the outcome cannot be determined and, therefore, no adjustments to amounts related to this matter have been reflected in the financial statements.

NOTE 13 –LITIGATION AND CLAIMS (Continued)

Three Individuals Matter

Three individuals filed a lawsuit against the District on September 29, 2023. The plaintiffs allege defects related to the District's budget and special assessment approval processes. The case has been assigned Case No. 2023 CA 007165 SC. As of the report date, the outcome cannot be determined and, therefore, no adjustments to amounts related to this matter have been reflected in the financial statements.

NOTE 14 – SUBSEQUENT EVENTS

Bond Issuance

Subsequent to fiscal year end, the District issued \$4,805,000 of Series 2023 Bonds (Villages F-3 and G-1B), consisting of multiple term bonds with due dates ranging from May 1, 2030 to May 1, 2054 with a fixed interest rates of 5.350% to 6.320%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Additionally, the District issued \$19,280,000 of Series 2024 Bonds (Assessment Area One), consisting of multiple term bonds with due dates ranging from May 1, 2031 to May 1, 2054, with fixed interest rates from 4.500% to 5.700%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$10,000 of the Series 2017 (U3) Bonds. The District also prepaid a total of \$10,000 of the Series 2019 (U7) Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Amounts	
REVENUES				
Assessments	\$ 3,684,215	\$ 3,402,219	\$ 3,188,011	\$ (214,208)
Developer contribution	-	233,083	322,866	89,783
Contributions other governments	-	2,246,151	1,664,570	(581,581)
Miscellaneous	-	14,933	801,389	786,456
Interest income	1,000	306,605	306,605	-
Total revenues	<u>3,685,215</u>	<u>6,202,991</u>	<u>6,283,441</u>	<u>80,450</u>
EXPENDITURES				
Current:				
General government	1,057,851	1,702,849	3,420,278	(1,717,429)
Maintenance and operations	2,462,163	5,987,000	1,787,036	4,199,964
Debt service:				
Principal	-	-	36,107	(36,107)
Capital outlay	-	20,000	2,407,891	(2,387,891)
Total expenditures	<u>3,520,014</u>	<u>7,709,849</u>	<u>7,651,312</u>	<u>58,537</u>
Excess (deficiency) of revenues over (under) expenditures	165,201	(1,506,858)	(1,367,871)	138,987
OTHER FINANCING SOURCES (USES)				
Use of fund balance	18,205	-	-	-
Total other financing sources (uses)	<u>18,205</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ 183,406</u>	<u>\$ (1,506,858)</u>	<u>(1,367,871)</u>	<u>\$ 138,987</u>
Fund balance - beginning			<u>9,173,649</u>	
Fund balance - ending			<u>\$ 7,805,778</u>	

See notes to required supplementary information

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The fiscal year 2023 general fund budget was amended to increase revenues by \$2,517,776 and increase appropriations by \$4,189,835. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2023	0
Number of independent contractors compensated in September 2023	7
Employee compensation for FYE 9/30/2023 (paid/accrued)	Not applicable
Independent contractor compensation for FYE 9/30/2023	\$766,977
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See Variance Report in report for details
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2023	Ranges From \$252.76 To \$2,432.35 Per Unit
Special assessments collected FYE 9/30/2023	\$9,526,479
Outstanding Bonds:	
Series 2016 (Unit 4), due November 1, 2046	\$11,610,000 - See Long Term Liabilities Note in report for details
Series 2017 (Unit 1), due May 1, 2038	\$25,800,000 - See Long Term Liabilities Note in report for details
Series 2017 (Unit 3), due May 1, 2037	\$12,725,000- See Long Term Liabilities Note in report for details
Series 2017 (Unit 5 Bonds), due February 1, 2038	\$11,040,000- See Long Term Liabilities Note in report for details
Series 2017 (Unit 5 Notes), due December 1, 2033	\$20,540,708 - See Long Term Liabilities Note in report for details
Series 2019A-1 (Unit 2), due May 1, 2036.	\$12,180,000 - See Long Term Liabilities Note in report for details
Series 2019A-2 (Unit 2), due May 1, 2036.	\$12,830,000- See Long Term Liabilities Note in report for details
Series 2019 (Unit 7 Master), due May 1, 2050	\$29,490,000 - See Long Term Liabilities Note in report for details
Series 2019 (Unit 7 Village B), due May 1, 2050	\$1,255,000 - See Long Term Liabilities Note in report for details
Series 2021 (Unit 7), due May 1, 2051	\$7,650,000 - See Long Term Liabilities Note in report for details
Series 2021 (Unit 8), due May 1, 2051	\$12,470,000 - See Long Term Liabilities Note in report for details
Series 2022 (Unit 8), due May 1, 2053	\$17,000,000 - See Long Term Liabilities Note in report for details
Series 2023 (Unit 9), due May 1, 2053	\$17,130,000 - See Long Term Liabilities Note in report for details



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
West Villages Improvement District
City of North Port, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities and each major fund of West Villages Improvement District, City of North Port, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated August 14, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the District in a separate letter August 14, 2024.

The District's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the accompanying Management Letter. The District's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



August 14, 2024



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED
BY CHAPTER 10.550 RULES OF THE AUDITOR GENERAL**

To the Board of Commissioners
West Villages Improvement District
City of North Port, Florida

Report on Compliance for Each Major State Program

We have audited West Villages Improvement District, North Port, Florida (the "District") compliance with the types of compliance requirements described in the *Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on the District's major state project for the fiscal year ended September 30, 2023. The District's major state project is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with state statutes, laws, regulations, and the terms and conditions of its state awards applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the District's major state project based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; and Chapter 10.550, Rules of the Auditor General. Those standards and Chapter 10.550 Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state project occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major state project. However, our audit does not provide a legal determination of the District's compliance.

Opinion on Each Major State Program

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended September 30, 2023.

Report on Internal Control Over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major state project and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

 Brian J. Association

August 14, 2024

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

State Agency State Project	CSFA Number	Expenditures
STATE FINANCIAL ASSISTANCE		
Department of Economic Opportunity		
Economic Development Partnerships	40.040	\$ 999,996
TOTAL EXPENDITURES OF STATE FINANCIAL ASSISTANCE		<u><u>\$ 999,996</u></u>

See accompanying notes to schedule of expenditures of state financial assistance.

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
NOTES TO SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures state financial assistance includes the state grant activity of West Villages Improvement District, City of North Port, Florida (the "District") under the state project for the fiscal year ended September 30, 2023. The information in this schedule is presented in accordance with the requirements of Chapter 10.550, Rules of the Auditor General. Because the schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position or changes in net position of the District.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting.

**WEST VILLAGES IMPROVEMENT DISTRICT
CITY OF NORTH PORT, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS-
STATE PROJECTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

A. SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unmodified opinion on the financial statements of West Villages Improvement District, North Port, Florida (the "District").
2. No significant deficiencies or material weaknesses relating to the audit of the financial statements are reported in the independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of the District were disclosed during the audit, except as noted in the Management Letter.
4. No significant deficiencies relating to the audit of the major state project are reported in the independent auditor's report on compliance for each major State project and on internal control over compliance required by Chapter 10.550, rules of the Auditor General.
5. The independent auditor's report on compliance with requirements that could have a direct and material effect on the state project for the District expresses an unmodified opinion.
6. There were no audit findings relative to the major state award tested for the District.
7. The programs tested as a major program:

<u>State Project</u>	<u>CSFA #</u>
Economic Development Partnerships	40.040
8. The dollar threshold used to distinguish between Type A or Type B for major state projects was \$300,000.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

See Report to Management

C. FINDINGS AND QUESTIONED COSTS- STATE PROJECTS

None

D. OTHER ISSUES

1. No corrective action plan is required because there were no findings required to be reported under the Florida Single Audit Act.

E. PRIOR YEAR FINDINGS- MAJOR STATE PROJECTS

None



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
West Villages Improvement District
City of North Port, Florida

We have examined West Villages Improvement District, City of North Port, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of West Villages Improvement District, City of North Port, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

August 14, 2024



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
West Villages Improvement District
City of North Port, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of West Villages Improvement District ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated August 14, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards; and Independent Auditor's Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated September 30, 2023, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.
- II. Status of prior year findings and recommendations.
- III. Compliance with the Provisions of the Auditor General of the State of Florida.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of West Villages Improvement District, City of North Port, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank West Villages Improvement District, City of North Port, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements and the courtesies extended to us.

Grau & Associates

August 14, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

2023-01 Financial Condition Assessment:

Observation: The District had delinquent assessments due from a Major Landowner as of September 30, 2023. Consequently, the District did not make certain scheduled debt service payments in the current fiscal year. The District's failures to make its scheduled debt service payments when they are due are considered events of default.

Recommendation: The District should take the necessary steps to alleviate the financial condition.

Management Response: In the current and prior fiscal years, a large property owner did not pay their property taxes (which included assessments for the District). In October 2019 the Unit 2 Series 2005 bond was bifurcated. The primary purpose of the Bifurcation was to divide the security for the trust estate of the Series 2005 Bonds into two separate and distinct trust estates secured by two separate and distinct sources of collateral. The WVVD is working with, providing information and working on solutions to its Series 2005/2019 (Unit 2) bondholders and potential developers in regard to the delinquent property.

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

2012-02; 2013-02; 2014-02; 2015-02; 2016-02; 2017-02; 2018-02; 2019-02; 2020-02; 2021-01; 2022-01: Financial Condition Assessment

Current Status: See finding No. 2023-01 above.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2022, except as noted above.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023, except as noted above.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023, except as noted above.

REPORT TO MANAGEMENT (Continued)

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA (Continued)

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. In connection with our audit, we determined that the District has met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes. The District failed to make certain debt service payments on the Bonds. We applied financial condition assessment procedures pursuant to Rule 10.556(7). See Findings section above for additional information. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of the financial information provided by same.
6. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 37.



AMENDED AND RESTATED AGREEMENT FOR DISTRICT MANAGEMENT & OPERATIONS SERVICES

This Amended and Restated Agreement For District Management and Operations is made and entered effective this ____ day of _____, 2024 between West Villages Improvement District (hereinafter referred to as “**District**”) located in Sarasota County, Florida (hereinafter referred to as the **County**) and Special District Services, Inc. (hereinafter referred to as “**SDS**” or “**District Manager**”).

WHEREAS, the primary objective of this Agreement is for **SDS** to provide management, operations and consulting services to the **District** acting as the appointed **District Manager** and agent of the District as mandated by Chapter 2004-456, *Laws of Florida, as may be amended from time to time (the “Act”)* and as referenced in Florida Statute § 768.28(9)(a) (and in Florida Statute § 768.28(5), if it is determined by a court of appropriate jurisdiction that § 768.28(9)(a) would not be applicable to SDS’ status under this Agreement; and

WHEREAS, **District** proposes to continue to engage **SDS** to perform the tasks identified herein; and,

WHEREAS, **District** has previously engaged and hereby continues to engage **SDS**, as **District Manager** to perform the services management tasks identified in the Agreement for Management Services Between District and SDS dated August 12, 2004 (the “August 12, 2004 Agreement”); and

WHEREAS, **District** and **SDS** previously made certain amendments to August 12, 2004 Agreement on April 19, 2005 (First Amendment); and

WHEREAS, **District** and **SDS** previously made certain amendments to August 12, 2004 Agreement on March 28, 2006 (Second Amendment); and

WHEREAS, **District** and **SDS** previously made certain amendments to August 12, 2004 Agreement on September 26, 2006 (Third Amendment); and

WHEREAS, **District** and **SDS** previously made certain amendments to August 12, 2004 Agreement on November 4, 2014 (Fourth Amendment); and

WHEREAS, **District** and **SDS** previously made certain amendments to August 12, 2004 Agreement on January 17, 2019 (Fifth Amendment); and

WHEREAS, **District** and **SDS** desire to make further amendments and modifications to the terms and provisions of the August 12, 2004 Agreement and all of the Amendments to update, modify and restate the services to be rendered by **SDS** to **District** and the compensation to be paid by **District** to **SDS** for such services rendered under this Agreement; and

WHEREAS, SDS is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION I — RECITALS

The recitals set forth hereinabove are true and correct and incorporated herein by reference.

SECTION II — PRIOR AGREEMENT

Upon execution of this Agreement, the August 12, 2004 Agreement and all subsequent Amendments are deemed amended and restated in its entirety as of the effective date of the execution hereof and is replaced, in full, by the terms and provisions of this Amended and Restated Agreement for Services Management.

SECTION III — MANAGEMENT SERVICES

A. SCOPE OF SERVICES — MANAGEMENT

SDS shall provide District Manager Services as set forth in “Exhibit A” to this Agreement. Any material changes in or additions to the scope of services described in “Exhibit A” shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by **SDS** which are not specifically referenced in the scope of services set forth in “Exhibit A” of this Agreement shall be completed as agreed in writing in advance between the **District** and **SDS**. Upon request of **District**, **SDS** or an affiliate of **SDS**, may agree to additional services to be provided by **SDS** or an affiliate of **SDS**, by a separate written amendment or agreement between the **District** and **SDS** or its respective affiliate. Such additional services shall be deemed rendered under the terms and provisions of this Agreement unless otherwise specifically agreed in a separate written agreement.

B. SCOPE OF SERVICES – OPERATIONS SERVICES

SDS shall provide operations services as set forth in “Exhibit B” to this Agreement (the “Operations Services”). Any material changes in or additions to the scope of services described in “Exhibit B” shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by **SDS** which are not specifically referenced in the scope of services set forth in “Exhibit B” of this Agreement shall be completed as agreed in writing in advance between the **District** and **SDS**. Upon request of **District**, **SDS** or an affiliate of **SDS**, may agree to additional services to be provided by **SDS** or an affiliate of **SDS**, by a separate agreement between the **District** and **SDS** or its respective affiliate. Such additional services shall be deemed rendered under the terms and provisions of this Agreement unless otherwise specifically agreed in a separate written agreement.

- C. All such services, including additional services, set forth above in Sections A and B, or otherwise, including those set forth in the attached Exhibits, shall be rendered pursuant to

the provisions of § 768.28(9)(a) and Florida Statute § 768.28(5), if deemed applicable by a court having jurisdiction thereof.

SECTION IV — COMPENSATION

A. MANAGEMENT SERVICES

For the services provided under this Agreement, **SDS's** professional fees shall be paid as provided in "Exhibit C" to this Agreement and **District** shall pay expenses and fees as provided below.

1. Reimbursable Expenses

In addition to fees for services, **SDS** will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by **SDS** only as authorized by the **District's** approved budget. Documentation of such expenses will be provided to the **District** upon request.

2. Other Services

Any services which are not included in the scope of services set forth in "Exhibit A" of this Agreement will be subject to separate, mutually acceptable fee structures and evidenced in advance in a written amendment or addendum to this Agreement.

B. OPERATIONS SERVICES

Task 1. **SDS** shall interview prospective candidates for the Operations Services staff and shall hire, train and retain the Operations team comprised of an Operations Manager and three Operations Technicians (the "Operations Services Staff"). Upon any such employment by **SDS**, **District** shall pay **SDS** for such services in accordance with the attached "Exhibit D". In the event of a vacancy of any of the positions comprising the Operations Services Staff, **SDS** shall deduct from its compensation a prorated amount based on number of days in such month such position was vacant based upon such position's salary and benefits. For purposes of any such prorated calculation of payment, **SDS** shall inform the **District** of such position's current salary and benefits and upon request provide evidence of same in the form of pay information or alternate records, in no such event shall annual compensation to **SDS** for any Operations Services exceed the total amount identified in **Exhibit D** for the initial twelve months of this Agreement, unless otherwise specifically agreed, in writing.

In addition to compensation for **Operations Services** of the **District** as set forth in "Exhibit D", **SDS** shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mileage, etc.). **SDS** will submit monthly invoices to **District** for work performed under the terms of this Agreement. Payment shall become due and payable within fifteen (15) days of receipt. Compensation

for additional services shall be in accordance with the terms mutually agreed to by the parties.

NOTE: There will likely be other costs associated with the management of the **District** such as the engineer's reports, financial advisory fees, legal fees and legal advertising, etc. These functions will be performed by third parties and are not a part of this agreement. SDS shall not be responsible for services rendered by such independent contractors.

- C. All such services, as set forth above in Sections A and B, or otherwise, or in the attached Exhibits shall be rendered pursuant to the provisions of § 768.28(9)(a) and, if deemed applicable, Florida Statute § 768.28(5).

SECTION V — DOCUMENTS

All documents, maps, drawings, data and worksheets prepared by **SDS** under this Agreement shall be the property of the **District**, upon payment in full of all fees and costs.

SECTION VI-INSURANCE

SDS and **District** shall maintain insurance coverage with policy limits not less than as stated in Exhibit E attached hereto and made a part hereof.

Except with respect to Professional Liability and Workers' Compensation insurance policies, the **District** and its officers, supervisors, staff, lawyers, engineers, and employees shall be listed as additional insured on each insurance policy described above. None of the policies listed in Exhibit E may be canceled during the term of this Agreement (or otherwise cause the **District** to not be named as an additional insured where applicable) without thirty (30) days written notice to the **District**. **SDS** will furnish the **District** with Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If **SDS** fails to secure or maintain the required insurance, the **District** has the right (without any obligation to do so) to secure such required insurance, in which event **SDS** 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.

SECTION VII – TERM OF AGREEMENT

This Agreement shall be continuous beginning with the date the Agreement is signed. Termination of the Agreement shall be available to each party without cause with written notice to be given by either party at least sixty (60) days in advance of the termination date. If termination is by the **District** and not for cause, **District** will pay **SDS** through the end of the sixty (60) day termination notice period, in addition to any other fees or costs due hereunder, subject to any claims or off-sets the **District** may have against **SDS**.

If termination is by the **District** for a material breach of this Agreement ("For Cause Termination"), this Agreement will terminate immediately upon written notice. If the breach does

not threaten health, safety or welfare, SDS shall have a reasonable opportunity to cure. If **District** exercises For Cause Termination **District** shall pay **SDS** for services rendered through date of termination, subject to any claims or off-sets the **District** may have against **SDS**.

SDS will make all reasonable efforts to provide for an orderly transfer of the books and records of the **District** to the **District** or its designee.

SECTION VIII —AMENDMENTS/ASSIGNMENTS

This Agreement represents the entire understanding between the parties.

This Agreement is non-transferable and non-assignable without the express written consent of both parties.

This Agreement may be amended only by a written addendum, addenda or amendment agreed to by both parties.

This Agreement may be executed in counterparts, all of which together shall constitute one Agreement,

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

SECTION IX– INDEMNIFICATION

SDS will defend, indemnify, hold harmless the **District** and its supervisors, officers, staff, lawyers, engineers and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorneys' fees, that the **District** may hereafter incur, become responsible for, or be caused to pay out, provided, however, and notwithstanding the foregoing provision, this indemnification provision is specifically limited to those matters arising out of or relating to **SDS**'s willful and intentional failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of **SDS**. **SDS**'s payment obligations under this provision are limited to **SDS**'s apportionment of liability. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the **District** may be entitled and shall continue after **SDS** has ceased to be engaged under this Agreement. Additionally, in accordance with Resolution 2004-05, enacted by the **District**, **SDS** as the legally appointed District Manager, general manager and agent of the **District**, shall be entitled to the benefits, support and protections of, and shall be subject to the terms and provisions of, Resolution 2004-05 of the West Villages Improvement District upon execution of this Agreement by all parties and upon vote of approval of this Agreement by a majority of the Board of Supervisors of the **District**. However, this Section shall be deemed to be in addition to, and not in replacement of, **SDS**' rights, privileges and immunities under Florida Statutes §768.28, and including subparagraphs (5), if applicable, and (9)(a) thereof, as an agent of the **District**.

SECTION X – COMPLIANCE WITH GOVERNMENTAL REGULATIONS

In performing its obligations under this Agreement, **SDS** shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. **SDS** 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 a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement, or any action of **SDS** or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirement applicable to provision of services. **SDS** shall comply with any requirement of such agency, or commence a good faith, diligent effort to comply, within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation.

SECTION XI – COMPLIANCE WITH PUBLIC RECORDS LAWS

SDS understands and agrees that all documents of any kind provided to the **District** in connection with this Agreement may be public records, and, accordingly, **SDS** agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. **SDS** acknowledges that the designated public records custodian for the **District** is Todd Wodraska (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the **SDS** 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 **SDS** 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 **SDS**’ 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 **SDS**, **SDS** 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 SDS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, TWODRASKA@SDSINC.ORG, AND 2501 BURNS ROAD, SUITE A, PALM BEACH GARDENS, FLORIDA 33410.

SECTION XII- LIMITS OF LIABILITY

Nothing contained herein, or otherwise arising out of **SDS**’ performance of its duties under this Agreement, shall be deemed as a waiver of immunity or limits of liability of the **District** or of **SDS**, when acting as an agent of the **District**, beyond any statutory limited waiver of immunity or limits of liability contained in section 768.28, Florida Statutes, or other applicable statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing

any claim which would otherwise be barred under the Doctrine of Sovereign Immunity as codified by Florida Statutes and Florida appellate court decisions or otherwise by operation of law.

SECTION XIII – SCRUTINIZED COMPANIES STATEMENT.

SDS certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If SDS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION XIV – E-VERIFY REQUIREMENTS.

SDS 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, SDS 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 SDS has knowingly violated Section 448.091, Florida Statutes. If the SDS anticipates entering into agreements with a subcontractor for the Services, SDS 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. SDS 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 SDS has otherwise complied with its obligations hereunder, the District shall promptly notify SDS. SDS agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, SDS or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, SDS represents that no public employer has terminated a contract with SDS under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

SECTION XV – SEVERABILITY

In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court of competent jurisdiction, such unenforceability or invalidity of the particular provision shall not affect the enforceability or validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

SECTION XVI- MISCELLANEOUS

If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the substantially prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees, paralegal fees and expert witness fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement shall lie in Sarasota County, Florida.

The **District** acknowledges and agrees that **SDS** is an officer, to wit: the legally appointed District Manager and general manager of the **District** and is not an attorney and may not render legal advice or opinions, nor a financial advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board and is not engaged to give advice with respect to the issuance of bonds or municipal financial products.

Time is of the essence as to this Agreement.

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

**WEST VILLAGES IMPROVEMENT
DISTRICT**

**SPECIAL DISTRICT SERVICES,
INC.**

By: _____

By: _____

Printed Name and Title

Date

Todd Wodraska, President

Printed Name and Title

Date

“Exhibit A”

SCOPE OF SERVICES General Management Services

SDS will serve as the legally mandated and appointed District Manager and agent of the District as defined and as set forth in Chapter 2004-456, Laws of Florida, as may be amended from time to time, (the “Act”) and **SDS** shall continue to be an agent of the **District** as contemplated by Section 768.28 (5), if deemed applicable, and (9)(a), Florida Statutes, and as general manager to the **District** and will provide those services necessary for the management and operation of the **District** including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings; preparation and maintenance of mandated **District** website (in accordance with section 189.069, Florida Statutes), including ADA compliance monitoring, communications and coordination with other governmental agencies and **District** professionals, general supervision; and day to day management of the operations of the **District** in accordance with the provisions of Chapters 112, 119 and 189, Florida Statutes, and the Act.

SDS will assist the **District** in the selection of professionals and contractors or, if directed by the **District**, **SDS**, and general manager of the **District** will retain such professionals for the **District** in accordance with terms mutually agreed to by the parties.

SDS, as general manager of the **District**, will provide general consulting services to **District** on a continuing basis. Consulting services include, but are not limited to, budgeting, public bidding and competitive negotiation requirements for public works projects, policies and procedures, staffing and personnel requirements, and such other special district services that will need to be addressed in the immediate and long term future.

Accounting & Finance Services

SDS will maintain the **District** books, accounts, records, purchasing procedures and financial reporting procedures, governmental accounting and chart of account requirements, process all accounts payable/receivable and prepare financial reports in accordance with District policies and rules and Florida law.

SDS shall define and implement an integrated management reporting system which will allow the **District** to represent fairly and with full disclosure the financial position of the **District**. Furthermore, **SDS** will adhere to the Prompt Payment Act as it pertains to processing invoices of the vendors and contractors providing services to the **District**. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the **District**. These services will be coordinated with the **District’s** auditors to assure a smooth and efficient audit of the **District’s** books.

SDS shall prepare and submit to the **District’s** Board of Supervisors a proposed annual budget and administer the adopted budget of the **District** in accordance with the Laws of the **District** and Florida Statutes.

SDS will prepare the annual assessment roll for the submittal to the **County** following adoption by the **District**. **SDS** will be responsible for any billing to developers for “off-roll” assessments.

Issuance of Debt (Bonds) Related Services

SDS will assist the **District** in the structuring or restructuring of bond issue(s) as necessary and agreed to by the **District**. Services include, but are not limited to, assistance in the preparation of the Schedule of Events, the financing plan, the Official Statement and other financing documents. A representative of **SDS** will be available to testify as an expert witness at any bond validation or other legal proceeding.

DRAFT

“Exhibit B”

SCOPE OF SERVICES
Operations Services

- A. *Field Operations Management.*** **SDS** shall provide the **District** with field operations management services for the **District’s** systems, facilities and infrastructure including but not limited to, lake systems, landscaping, street lighting, signage, roads, sidewalks, monuments, wells, pumps, and master irrigation utility system (the “**Improvements**”) located on property owned by the District (the “**District Property**”). **SDS** shall be responsible for, and authorized to perform on behalf of the **District**, general oversight and management of the **Improvements**, which shall include:
- i.** Coordination and oversight of maintenance services for the **Improvements** (“**Maintenance Services**”):
 - i.** Causing routine repair work or normal maintenance to be made to the District Property as may be required for the operation of the District Property, or as required under applicable government permits. Routine maintenance and repairs shall not include repairs to the District **Improvements** that significantly affect the structural integrity of the District **Improvements**.
 - ii.** Roadway maintenance and repair, including but not limited to pavement, curb and gutter, sidewalk, signage and markings within platted roadway tracts and common areas.
 - iii.** Primary irrigation facilities maintenance and repair, including but not limited to, irrigation mains, gate valves, air release valves, services, other appurtenances with platted tracts and common areas. This does not include irrigation facilities downstream of the irrigation meters on residential lots.
 - iv.** Primary drainage facilities maintenance and repair, including but not limited to, drainage lines, throat inlets, catch basins, junction boxes, headwalls, end walls, and control structures within platted drainage easements. This does not include any secondary drainage facilities located at the rear of residential lots.
 - v.** Landscaping maintenance and repair, including but not limited to, moving, trimming, and pruning of vegetation within platted roadway tracts and common areas.
 - vi.** Lake maintenance and repair, including but not limited to, aquatic weed control, littoral plantings, rip rap, fountains and lake slopes within platted lake maintenance easements.
 - ii.** Coordination with third party independent contractors to determine that all **Maintenance Services** for the **Improvements** are in compliance with contract specifications; provided, however, **SDS** shall not have legal liability for the performance, or failure to perform, on the part of third party

independent contractor service provider, in conjunction with SDS' services and responsibilities under this Agreement.

- iii. Interface with third party independent contractors regarding deficiencies in service or need for additional services, billings/payments, and approval of certain invoices;
- iv. Obtaining proposals for Maintenance Services as requested by the **District** and providing them to the District Manager;

B. License. This Agreement grants to **SDS** the right to enter and use the **District** Property for the purposes and uses described in this Agreement, and **SDS** hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

C. Inspection. **SDS** shall conduct periodic inspections of all District Property. In the event **SDS** discovers any irregularities of, or needs of repair to, the District Property, **SDS** shall promptly correct, or cause to be corrected, any such irregularities or repairs.

D. Notification of Emergency Repairs. **SDS** shall immediately notify the District Engineer and the Development team concerning the need for emergency repairs of which **SDS** is aware when such repairs are necessary for the preservation and safety of persons and/or property.

E. Care of the Property. **SDS** shall use commercially reasonable efforts to protect the District Property from damage by **SDS**, its employees or contractors. **SDS** agrees to promptly repair any damage to the District Property resulting from **SDS's** activities and work and to notify the **District** of the occurrence of such damage caused by **SDS's** activities as soon as possible.

“Exhibit C”

**COMPENSATION
Management & Administrative Services**

West Villages Improvement District	Annual Fee
Salaries & Benefits (annual)	\$200,000
Administrative Management/Finance (annual)	\$65,000
Assessment Roll (annual)	\$22,000
Website & Emails (annual)	\$6,000
Additional Services	Cost of Issuance of Debt (per series)
District Management (at issuance)	\$15,000
Methodology Consultant (at issuance)	\$20,000
Continuing Disclosure Fee (annual)	Range \$500-\$1,500

Note: The fees outlined above may be increased or otherwise amended annually as reflected in the adopted budget for the District. New fees will become effective on October 1 of the applicable fiscal year.

“Exhibit D”

**COMPENSATION
Operations Services**

West Villages Improvement District	Annual Fee
*Salaries & Benefits	\$390,000

*Salaries contemplate four full-time **SDS** employees dedicated to the **District** full-time:

1. Operations Manager
2. Operations Technician
3. Operations Technician
4. Operations Technician

Note: The fees outlined above may be increased or otherwise amended annually as reflected in the adopted budget for the District. New fees will become effective on October 1 of the applicable fiscal year.

“Exhibit E”

INSURANCE

- A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- B. SDS shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
 - 1. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.
 - 2. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - 3. Comprehensive Automobile Liability Insurance for all vehicles used by the SDS’ staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
 - 4. Occurrence basis comprehensive general liability insurance (including a broad form contractual coverage) with minimum limits of \$2,000,000.00 respectively, protecting SDS and District from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of the SDS services under this Agreement, from or out of any act or omission of SDS, its officers, directors, agents, and employees.
- C. Except with respect to Professional Liability and Workers’ Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. SDS will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. If SDS fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event SDS 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.

The above contractual insurance requirements are not to be construed to be, nor shall they be deemed as an acknowledgement or agreement that SDS, or the District, shall have waived any and all rights to sovereign immunity or statutory immunity available under Florida law.

**AMENDMENT AND RESTATEMENT OF
WEST VILLAGES DEVELOPER AGREEMENT (POST ANNEXATION)**

THIS AMENDMENT AND RESTATEMENT OF WEST VILLAGES DEVELOPER AGREEMENT (POST ANNEXATION) (this “**Restated Agreement**”) is made by and between **WELLEN PARK, LLLP**, a Florida limited liability limited partnership, formerly known as West Villages, LLLP (“**WVLP**”), acting for itself and the WVLP Entities (as hereinafter defined), the **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district of the State of Florida (“**District**”), and the **CITY OF NORTH PORT, FLORIDA**, an incorporated municipality in the State of Florida (“**City**”) (collectively, the “**Parties**”).

RECITALS

A. The Annexed Property (as hereinafter defined) was subject to the *General Principles of Agreement* which addressed the provision of certain land, facilities, and equipment relative to the Annexed Property for recreational, fire safety, law enforcement, solid waste, and other City government purposes, which agreement anticipated additional terms would be negotiated between the Parties in a “post-annexation agreement.”

B. The Parties previously entered into a March 25, 2020 “*West Villages Developer Agreement (Post Annexation)*,” recorded in Official Records Instrument # 2020042302, Public Records of Sarasota County, Florida (the “**Original Agreement**”), to, among other things, address and coordinate the manner in which System Improvements (as hereinafter defined) will be provided within the Annexed Property which was intended by the Parties to constitute the post-annexation agreement referenced in the *General Principles of Agreement*.

C. The Parties previously entered into a July 2, 2020, “*Partial Assignment (Related to Design and Construction of Fire Station No. 1) of West Villages Developer Agreement (Post Annexation)*,” recorded in Official Records Instrument # 2020150726, Public Records of Sarasota County, Florida, (collectively with the “Original Agreement,” the “**Agreement**”) which assigns all of the District’s rights, duties, liabilities, and obligations under Section 3.5 and 3.9(b) of the Agreement to WVLP.

D. Consistent with the terms of the Agreement, certain of the System Improvements described therein have been provided and the Parties’ have fully met their obligations with respect to such System Improvements which are more particularly identified hereinbelow.

E. Based on the manner in which the Annexed Property is being developed, the manner in which it is anticipated to be built out, the needs of the City and the future residents of the Annexed Property, and other opportunities beneficial to the Parties, the Parties desire to alter and modify certain of the remaining System Improvements to be provided in connection with the development of the Annexed Property as contemplated by the Agreement.

F. Consistent with Recital E, above, the Parties desire to amend and restate the Agreement to memorialize the obligations each have met under the Agreement’s terms thus far and, further, to memorialize the manner in which the balance of the System Improvements will be provided within the District.

G. Because the amendments described in Recital F, above, would involve changes to numerous provisions of the Agreement, the Parties have determined and agree that it is more prudent, practicable, and mutually beneficial to make the amendments in the form of an

amendment and restatement of the Agreement; thus, the Parties are entering this Restated Agreement which constitutes an amendment and complete restatement of the Agreement replacing and superseding the Agreement in its entirety.

H. Consistent with and pursuant to Chapter 58, Article III, *Code of the City of North Port, Florida*, the System Improvements addressed by this Restated Agreement are comprised of the fire/rescue system improvements, law enforcement system improvements, park system improvements, and general government system improvements as identified therein.

I. The Parties agree that this Restated Agreement constitutes the post-annexation agreement referenced in the *General Principles of Agreement* and that this Restated Agreement supersedes the *General Principles of Agreement* in its entirety and provides the Parties' rights and obligations for the planning, design, construction, and transfer of the land, facilities, and equipment to the City as set forth herein.

J. The Parties agree that this Restated Agreement does not amend, supersede or otherwise affect the *2019 Amended and Restated Utilities Agreement*, dated September 10, 2019, as may be amended from time to time, related to capacity for and construction of water and wastewater facilities, which agreement remains in full force and effect.

K. The City Commission has considered the location, magnitude, and demand for public services; the general concepts for the growth proposed within the Annexed Property; the consultant studies; and the staff evaluations of the cost for System Improvements necessary to maintain the same quality public services for the Annexed Property as established by the City Commission and currently enjoyed by other citizens and that the City Commission has determined that the System Improvements as described in this Restated Agreement are needed and will benefit the future residents and businesses within the Annexed Property.

L. The City Commission having considered the factors required by Section 58-108 of the Code of the City of North Port, Florida, has determined that the System Improvements referenced in this Restated Agreement qualify for impact fee expenditures and developer reimbursement.

M. The Parties further agree that this Restated Agreement constitutes a developer agreement for the reimbursement of impact fees, pursuant to the Special Act (as hereinafter defined) and to Section 58-108 of the Code of the City of North Port, Florida.

N. The Parties acknowledge and agree that the District and WVLP desire to provide the City with turn-key System Improvements as described in this Restated Agreement for the delivery of needed City public services and the land related to these System Improvements, that the City desires to own and operate the System Improvements and to provide the District and WLVP, as applicable, a limited reimbursement from impact fees of the cost for certain of the System Improvements, and that this Restated Agreement represents the Parties' proportionate fair share of the costs of the needed System Improvements resulting from the development.

ACCORDINGLY, in consideration of the mutual undertakings and agreements herein contained and accepted, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties covenant and agree to the following terms and conditions which constitute an amendment and complete restatement of the Agreement:

ARTICLE 1: RECITALS

The above recitals are true and correct, form a material part of this Restated Agreement, and are hereby incorporated herein and made a part hereof.

ARTICLE 2: DEFINITIONS

When used in this Restated Agreement, the following terms have the following respective meanings (unless expressly provided otherwise):

2.1 “51.9 ACRE PARCEL” means the approximately 51.9-acre parcel generally located in southeast quadrant of Tamiami Trail and South River Road (PID No. 0788010003) owned by WVLP as of the Effective Date of this Restated Agreement, 20 acres of which is to be conveyed to the City for development of the Public Works Building (as hereinafter defined), 15 acres of which is to be reserved for potential use as the Sports Facility (as hereinafter defined), and the remaining 16.9 acres of which is to be retained by WVLP.

2.2 “63 ACRE PARK PARCEL” means the approximately 63.0-acre parcel on South River Road, generally located south of Tamiami Trail and north of East River Road, pursuant to and as described in the Special Warranty Deed recorded in Official Records Instrument # 2009084226, Public Records of Sarasota County, Florida, which is owned by the City as of the Effective Date of this Restated Agreement.

2.3 “ANNEXED PROPERTY” means the real property located within the District and concurrently within the municipal boundary of the City. The Annexed Property is more specifically described in **Exhibit “A,”** attached and incorporated into this Restated Agreement.

2.4 “COMBINED USE LAND” means the approximately 74.0-acre parcel generally located on the east side of South River Road approximately 1,700 feet north of East River Road (a portion of PID No. 0797-00-1200), as more particularly described in Exhibit “E” to the Original Agreement, which is owned by WVLP as of the Effective Date of this Restated Agreement.

2.5 “DISTRICT BOUNDARIES” means the real property that is subject to the jurisdiction of the District located in part within the boundary of the City and in part within the boundary of unincorporated County of Sarasota. The District Boundaries are more specifically described in **Exhibit “B,”** attached and incorporated into this Restated Agreement.

2.6 “DISTRICT CONCEPTUAL PLAN” means the map attached hereto as **Exhibit “C,”** and incorporated into this Restated Agreement, which depicts the general location of the Fire Stations, Blue Heron Park, Sports Tourism Park Parcel, Potential Sports Facility Parcel, Public Works Parcel, and General Government Land.

2.7 “EFFECTIVE DATE” means the date the last party approves or executes this Restated Agreement, at which time this Restated Agreement will become binding upon the Parties.

2.8 “FF&E” means all furnishings, fixtures, fittings, and equipment necessary for the operation of a building constituting a System Improvement, including all apparatus, vehicles, and equipment.

2.9 “FIRE STATION NO. 1 PARCEL” means the real property described in the Warranty Deed recorded in Official Records Instrument # 2022067643, Public Records of Sarasota County, Florida, owned by the City as of the Effective Date of this Restated Agreement.

2.10 “FIRE STATION NO. 2 PARCEL” means the real property described as Tract 102 of Manasota Beach Ranchlands Plat No.1, as shown and described on the plat thereof recorded in Plat Book 55, Pages 367 through 373, Public Records of Sarasota County, Florida, owned by WVLP as of the Effective Date of this Restated Agreement.

2.11 “FIRE STATIONS” refers to Fire Station Nos. 1, 2, and 3.

2.12 “FIRE STUDY” means the *West Villages Florida Fire Station Location Study* and dated October 2019, commissioned by WVLP and prepared by Emergency Services Consulting International, Inc. attached hereto as **Exhibit “D,”** and incorporated into this Restated Agreement.

2.13 “GENERAL GOVERNMENT LAND” means Tract 9 of Wellen Park Downtown Tracts 6 & 9 Replat, as shown and described on the plat thereof recorded in Plat Book 57, Pages 59 through 61, Public Records of Sarasota County, Florida, owned by WVLP as of the Effective Date of this Restated Agreement.

2.14 “GENERAL PRINCIPLES OF AGREEMENT” means the agreement entitled *General Principles of Agreement* and dated June 26, 2006, as amended, relating to preliminary matters of the annexation of the Annexed Property, its proposed development in the City, and providing for certain land dedications and System Improvements to serve the growth expected within the Annexed Property.

2.15 “INDEX MAP” means the *West Villages Index Map*, as amended, adopted by the City Commission and codified in the ULDC, as may be amended in the future by the City from time to time.

2.16 “PATTERN BOOK” means the *West Villages Village District Pattern Book*, as amended, adopted by the City Commission and codified in the ULDC, as may be amended in the future by the City from time to time.

2.17 “PATTERN PLAN” means a *Village District Pattern Plan* adopted by the City Commission pursuant to the ULDC, as may be amended in the future by the City from time to time.

2.18 “POTENTIAL SPORTS FACILITY PARCEL” means 15 acres of the 51.9 Acre Parcel which is owned by WVLP as of the Effective Date of this Restated Agreement, immediately contiguous to the eastern boundary of the Public Works Parcel, and identified as the “Potential Sports Facility Parcel” on the *District Conceptual Plan* attached hereto as **Exhibit “C,”** which is intended for the development of a sports facility to have multipurpose fields.

2.19 “PUBLIC WORKS PARCEL” means the western 20 acres of the 51.9 Acre Parcel which is owned by WVLP as of the Effective Date of this Restated Agreement and identified as the “Public Works Parcel” on the *District Conceptual Plan* attached hereto as **Exhibit “C,”** which is intended for the development of a public works building.

2.20 “SPECIAL ACT” means Chapter 2004-456, *Laws of Florida*, enacted by the Florida Legislature, establishing the District, as amended by Chapters 2006-355, 2007-307, 2008-284, and 2022-241, *Laws of Florida*, and as may be further amended from time to time.

2.21 “SPORTS TOURISM PARK PARCEL” means the approximately 83.4-acre parcel generally located in the southeast quadrant of East River Road and South River Road (representing a portion of PID No. 0811004000) as generally depicted as the “Sports Tourism Park” on the *District Conceptual Plan* attached hereto as **Exhibit “C,”** which parcel is intended to contain park System Improvements, owned by WVLP as

of the Effective Date of this Restated Agreement.

2.22 “SYSTEM IMPROVEMENT” (or, in the plural form, “System Improvements”) means an impact fee-eligible capital improvement that adds capacity to serve new development consistent with its definition contained in Section 58-101, *Code of City of North Port, Florida, as amended*. A System Improvement may include onsite and offsite facilities, rights-of-way, vehicles, equipment, or other capacity-adding capital item, but does not include conveyed land, operational costs, periodic or routine maintenance, or replacement of existing equipment or facilities. Pursuant to Section 58-102, *Code of the City of North Port, Florida, as amended*, the City collects for and maintains an impact fee fund for several accounts for System Improvements including, but not limited to, transportation, park, fire/rescue, law enforcement, general government, and solid waste. These fees, once collected, are to be used to reimburse WVLP and the District, as applicable, as described in this Restated Agreement. For the avoidance of doubt, reimbursement for the planning, design, permitting, construction, and/or equipping of prior and future System Improvements the City is to make to the WVLP and the District, as applicable under this Restated Agreement, include but are not limited to (each as hereinafter defined): the Fire Study; Fire Station No. 1; the Fire Station No. 1 Equipment (including the Fire Station No. 1 Ambulance); the Police Vehicles located at the police substation collocated within Fire Station No. 1; Fire Station No. 2; Fire Station No. 3 (if identified as needed pursuant to Section 5.3 of this Restated Agreement); the Additional Fire Station Improvements; the Police Substation; the Additional Law Enforcement System Improvements; the 63 Acre Park; Blue Heron Park; the Additional Blue Heron Park Improvements; any onsite or offsite System Improvements to serve the Sports Facility; any onsite or offsite System Improvements to serve the Sports Tourism Park; and any other System Improvements contemplated by Section 8.5 of this Restated Agreement.

2.23 “UNIFIED LAND DEVELOPMENT CODE” OR “ULDC” means the City of North Port Unified Land Development Code adopted by the City Commission and in effect as of the Effective Date of this Agreement, and as may be amended from time to time.

2.24 “WVLP ENTITIES” means the collective legal entities wholly owned by WVLP, and who are residential subdivision developers, as follows: Main Street Ranchlands, LLLP, a Florida limited liability limited partnership; Myakka River Club, LLLP, a Florida limited liability limited partnership; Timber Forest Ranch, LLLP, a Florida limited liability limited partnership; Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership; West Villages Parkway East Associates, LLLP, a Florida limited liability limited partnership; Thomas Ranch Land Partners Village 1, LLLP, a Florida limited liability limited partnership; and West Villages Parkway West Associates, LLLP, a Florida limited liability limited partnership.

ARTICLE 3: AMENDMENT AND RESTATEMENT OF AGREEMENT

The Agreement is hereby amended and restated in its entirety to read as set forth in this Restated Agreement. The Parties’ rights and obligations are as set forth within and established by this Restated Agreement, which constitutes the “Entire Agreement” as expressed in Section 15.1 of this Restated Agreement. Upon the Effective Date of this Restated Agreement, the Agreement shall thereafter be superseded and replaced in its entirety.

ARTICLE 4: PARTIES’ OBLIGATIONS COMPLETED UNDER TERMS OF THE AGREEMENT WITH REGARD TO SYSTEM IMPROVEMENTS

4.1 District’s and WVLP’s Obligations Completed Under the Agreement.

(a) Fire Study. The Fire Study, procured by WVLP, has been completed and is attached as Exhibit "D," and is hereby incorporated into this Restated Agreement.

(b) Fire Station No. 1; Ladder Truck. "**Fire Station No. 1**," with its FF&E, and all related equipment and applicable requirements related to Fire Station No. 1 have been fully designed, constructed, equipped, and completed by WVLP and conveyed to the City, together with one 75' ladder truck, one ambulance (the "**Fire Station No. 1 Ambulance**"), one command vehicle, one brush truck, and related equipment for each vehicle (collectively, the "**Fire Station No. 1 Equipment**"), the cumulative cost of which was \$8,688,575.00. Further, the Fire Station No. 1 Parcel has been conveyed by WVLP to the City by Warranty Deed recorded in Official Records Instrument # 2022067643, Public Records of Sarasota County, Florida.

(c) Police Substation. A police substation co-located with Fire Station No. 1 (the "**Police Substation**"), with its FF&E, and all other applicable requirements relating to the Police Substation have been fully designed, constructed, equipped, and completed by WVLP and conveyed to the City. Further, as set forth in Section 4.1(b) of this Restated Agreement, the real property on which the co-located Police Substation is located has been conveyed by WVLP to the City.

(d) Additional Law Enforcement System Improvements. The procurement of additional law enforcement system improvements that supplement the law enforcement System Improvements, including additional vehicles, equipment, and other capital assets to serve the Annexed Property (the "**Additional Law Enforcement System Improvements**") have been fully completed by the District and conveyed to the City.

(e) 63 Acre Park. The District has completed a conceptual master plan for the 63-acre park (the "**63 Acre Park**") owned by the City in the amount of \$1,889,446.60. Further, prior to the City's conveyance of the 63 Acre Park Parcel to WVLP in accordance with Section 7.2 of this Restated Agreement, WVLP and the District shall prepare, have executed, and record the legal instruments necessary to remove all covenants and restrictions from the 63 Acre Park Parcel, including the Restrictive Deed Covenant imposed by the Special Warranty Deeds recorded in Official Records Instrument #s 2009021691 and 2009084226, Public Records of Sarasota County, Florida.

(f) Town Center Park No. 1 ("**Blue Heron Park**"). Blue Heron Park, which constituted "Town Center Park No. 1" under the *General Principles of Agreement*, has been fully designed, constructed, and equipped by WVLP on property owned by the District. WVLP and the District represent and warrant that WVLP paid \$1,996,638.95 for the design, construction, and equipment at Blue Heron Park. The District has reimbursed WVLP for \$745,680.00 for a portion of such costs associated with Blue Heron Park, with \$1,250,958.95 still due and remaining to be paid to WVLP by the City. Further, the District has provided additional improvements to Blue Heron Park (the "**Additional Blue Heron Park Improvements**"). The total cost of the Additional Blue Heron Park Improvements was \$151,409.07 for which the City has fully reimbursed the District. The District continues to own, operate, and maintain Blue Heron Park.

(g) Trails. As of the Effective Date of this Restated Agreement, approximately 20 acres of the minimum required 45 acres of multi-use pedestrian and bicycle trail facilities within the Annexed Property, along with appurtenant stormwater facilities (the "**Trails**"), have been designed, constructed and completed by WVLP. The completed portion of the Trails have been conveyed to the District for ownership, operation and maintenance. The Parties acknowledge that, in addition to the Trails described herein, WVLP has also completed approximately 2.8 miles of trails around and appurtenant to Grand Lake located

in Downtown Wellen Park within the Annexed Property. Approximately 38.5 additional acres of Trails are in the process of being designed and permitted by WVLP which shall be provided as set forth in Section 7.1 of this Restated Agreement.

(h) Solid Waste. The District has paid to the City \$380,000.00 for the purchase of a refuse and recycling vehicle in accordance with the *General Principles of Agreement*, which amount is not reimbursable to the District.

(i) General Government Land. WVLP has constructed the necessary legal access, water and wastewater utilities, stormwater facilities, and accessory parking on the General Government Land, in accordance with the City-approved Village D Pattern Plan, in order to allow for the General Government Building, as defined in Section 7.1(b) of this Restated Agreement, to be constructed thereupon.

4.2 City's Obligations Completed Under the Agreement.

(a) Fire and Rescue System Improvements.

1. Fire Study. The City has fully reimbursed WVLP for the costs associated with the Fire Study in the amount of \$24,842.00.

2. Fire Station No. 1; Fire Station No. 1 Equipment. The City has partially reimbursed WVLP for the costs associated with planning, designing, permitting, constructing, and equipping of Fire Station No. 1 (including conveying to the City the Fire Station No. 1 Equipment). The City is and shall continue making the quarterly payments for Fire Station No. 1 and Fire Station No. 1 Equipment in accordance with Article 8 of this Restated Agreement. As of the Effective Date of this Restated Agreement, the City has reimbursed WVLP \$2,420,553.40 for Fire Station No. 1 (with \$6,268,021.60 still due and remaining to be paid to WVLP by City). The City has fully reimbursed the District for the costs it incurred associated with the Fire Station No. 1 Ladder Truck.

3. Fire Station No. 1 Ambulance. With regard to the Fire Station No. 1 Ambulance and related equipment, the City has purchased and located it at Fire Station No. 1. The City has transferred \$387,455.41 from the fire impact fee subarea account for development within the Annexed Property to reimburse the general fund expenditure for the actual cost of the Fire Station No. 1 Ambulance.

(b) Law Enforcement System Improvements.

1. Police Substation; Additional Law Enforcement System Improvements. The City has partially reimbursed: (i) WVLP for the costs associated with the planning, designing, permitting, constructing, and equipping of the Police Substation; and (ii) the District for the cost associated with the Additional Law Enforcement System Improvements. The City is and shall continue making the quarterly payments for the Police Substation and the Additional Law Enforcement System Improvements in accordance with Article 8 of this Restated Agreement. As of the Effective Date of this Restated Agreement, the City has paid \$2,087,135.65 towards the Police Substation and the Additional Law Enforcement System Improvements (with \$2,390,195.35 still due and remaining to be paid by the City).

2. Police Vehicles. The City has purchased and located four (4) police vehicles for the police substation collocated within Fire Station No. 1 (the "**Police Vehicles**"), and has transferred \$225,653.00 from the law enforcement impact fee subarea account for development within the Annexed Property to reimburse the general fund expenditure for the actual cost of the Police Vehicles.

(c) Parks and Recreation System Improvements.

1. 63 Acre Park Conceptual Design. The City has fully reimbursed the District for the cost associated with the conceptual master plan for the 63 Acre Park in the amount of \$1,889,446.60.

2. Additional Blue Heron Park Improvements. The City has fully reimbursed WVLP for costs associated with the Additional Blue Heron Park Improvements in the amount of \$151,409.07.

ARTICLE 5: REMAINING FIRE AND RESCUE SYSTEM IMPROVEMENTS

5.1 Design, Construction, Apparatus, and Equipment Specifications for Future Fire Stations.

(a) Design and Construction. The District shall be responsible for the planning, site and building design, engineering, permitting, construction, apparatus, equipment, and FF&E of Fire Station No. 2 and Fire Station No. 3, each of which are defined hereinbelow (which, collectively, may be referred to as “**Future Fire Stations**” or in the singular form “**Future Fire Station**”), subject to the terms and conditions of this Article 5. Concurrent with the planning of a Future Fire Station consistent with the terms of this Article, the District and the City Manager or designee will mutually agree in writing on the site plan, and off-site improvements, a detailed list of FF&E consistent with the City’s existing Fire Station 85, including but not limited to, a gear extractor and compressed air cascade system, and vehicular access drives, subject to modifications of the access drives as required for City Staff Development Review approval; the scope (including design and construction plans); and prior to commencement of construction, the District and the City Manager or designee will agree upon the proposed budget and proposed contingency for the improvements, which approval will not be unreasonably withheld. The District will be responsible for the procurement and approval of all construction contracts and amendments, if any.

(b) Change Orders. During construction of a Future Fire Station, the District must obtain the City Manager’s written approval, which will not be unreasonably withheld, of any change orders that result in the following: (i) change orders that result in a substantial deviation from the City-approved scope for the Future Fire Station; (ii) change orders that present a material risk to public safety; (iii) change orders that present a material risk of increasing maintenance and repairs for the Future Fire Station; (iv) change orders that result in an increase of the City-approved proposed budget by more than the balance of the contingency; and (v) change orders that require a deviation from the plans and specifications, as previously approved by the City. For any change order that meets the above criteria, the District will provide the City with a written request for change order approval (“**Change Order Request**”) and any accompanying reasonable documentation the City requires. The District will submit the written Change Order Request in full compliance with the following: (i) the request will be submitted by email with attached documents; (ii) the electronic mail “Subject line” will read “WEST VILLAGES CHANGE ORDER REQUEST – DUE [*insert date*]”; and (iii) the email will be directed to the City Manager and will copy the Fire Chief. The City Manager or designee will respond to the Change Order Request with either an approval, rejection of the request along with the reasoning for the rejection, or a request for additional information within five (5) business days after receipt of the completed Change Order Request in full compliance with this Restated Agreement. In the event of a request for additional information, the City will respond within five (5) business days of the City’s receipt of the additional information.

(c) Equipment Specifications. In planning a Future Fire Station, the City will provide the District with specifications for its FF&E and any other identified equipment which will be consistent with the FF&E provided for Fire Station No. 1, be proportionately and functionally comparable to the equipment currently in use, and include all operational components necessary to obtain and maintain an ISO

(Insurance Services Office) Class 1 Rating within the Annexed Property and all other approved standards and practices of the City's Fire Rescue. However, in the City Manager's discretion, the City may select then-current, technologically advanced FF&E and equipment that enhances the delivery and performance efficiency of the fire service and FF&E that is then-implemented or in the process of implementation at any other City fire station. The District agrees to use its best efforts to order the required FF&E and equipment at such times as is necessary to have the required FF&E and equipment received at or before the construction of a Future Fire Station is complete.

(d) Fire Station Names. Each Future Fire Station referenced herein will be named and numbered in accordance with the City's practices. References herein to "Fire Station No. 1," "Fire Station No. 2," and "Fire Station No. 3" are terms to identify each of the different fire stations addressed by this Restated Agreement only and are not indicative of the fire station names or numbers that will be assigned ultimately.

5.2 City Fire Station No. 2.

(a) Design. The design and finishes of Fire Station No. 2 will be substantially the same as the design and finishing standards of Fire Station No. 85 and will be consistent with the relevant Pattern Plan and the Pattern Book in effect at the time of site development.

(b) Vehicles and Equipment. Prior to conveyance of Fire Station No. 2, the District will equip Fire Station No. 2 with one fire truck (pumper truck with equipment), one ambulance, and one brush truck, as well as related equipment for each vehicle.

(c) Location and Size. The District will construct Fire Station No. 2 on the Fire Station No. 2 Parcel, the location of which is generally depicted on the *District Conceptual Plan* attached hereto as **Exhibit "C."** The square footage of the Fire Station No. 2 building will be no less than the square footage of Fire Station No. 85.

(d) Timing.

1. Biannual Notices. For the purposes of this Restated Agreement, the City will document and report the total number of residential building permits issued within the District *Boundaries* since August 1, 2006 and the total number of completed residential dwelling units within the District *Boundaries* as evidenced by certificates of occupancy issued since August 1, 2006. On January 31 and July 31 of each year following the Effective Date of this Restated Agreement, the City will notify the Parties of the total number of residential building permits issued and the total number of completed residential dwelling units evidenced by certificates of occupancy issued as of the date of such notice. The July 2024 biannual notice provided by the City (the most recent notice provided prior to the Effective Date of this Restated Agreement) reported that building permits representing 7,221 residential dwelling units have been issued within the District *Boundaries*.

2. Commencement and Completion. The City agrees to notify the Parties upon the issuance of the building permit for the residential structure containing the 8,000th dwelling unit within the District *Boundaries* (including not merely the Annexed Property, but the entirety of the District *Boundaries*, both within the City and within unincorporated Sarasota County). Within ninety (90) days of the issuance of the notice, the District will commence the planning, site and building design, engineering of Fire Station No. 2. The District will use its best efforts to diligently construct and complete Fire Station No. 2 within twenty-four (24) months (i.e., 2 years) of the City's notice.

(e) Conveyance. The District will convey the Fire Station No. 2 Parcel and the System Improvements for Fire Station No. 2 to the City, in accordance with Article 9 of this Restated Agreement.

5.3 City Fire Station No. 3.

(a) Determination of Need and Future Fire Study.

1. Cost and Scope. A future fire study ("**Future Fire Study**") will be procured by WVLP. The Future Fire Study will analyze the need within the District Boundaries for Fire Station No. 3 and equipment, FF&E, vehicles, and apparatuses needed for the turnkey operation, considering the impact of the development within the Annexed Property, the District, and the adjoining unincorporated Sarasota County. The analysis will be based on relevant local, state, and federal regulations, along with applicable City standards and practices, health and safety requirements, and the best practices for fire/EMS emergency services. Appropriate sources for analysis may include Commission on Accreditation of Ambulance Services (CAAS), Center for Public Safety Excellence (CPSE), Commission on Fire Accreditation International (CFAI), Government Finance Officers Association (GFOA), International Academies of Emergency Dispatch (IAED), International Accreditation Service (IAS), Insurance Services Office (ISO), and National Fire Protection Association (NFPA) and will otherwise include the resources utilized in the Fire Study. The methodology and scope of the Future Fire Study shall take into consideration the Critical Area Plan Sarasota County approved for the unincorporated portions of the District memorialized in Sarasota County Ordinance No. 2021-14, as amended (No. 2018-01-SP) (the "**CAP**"). Recognizing that the CAP embraces that portion of the District in which Sarasota County provides EMS service and the Englewood Area Fire Control District provides fire service, the Parties shall attempt to coordinate the scope of the Future Fire Study with these two other entities if doing so is recommended by the Future Fire Study. Notwithstanding the foregoing, the Parties acknowledge that obtaining the cooperation of Sarasota County and the Englewood Area Fire Control District is not entirely within the Parties' control.

2. Timing and Consultant Selection. The City agrees to notify the Parties upon the issuance of the building permit for the residential structure containing the 13,000th dwelling unit within the District Boundaries (including not merely the Annexed Property, but the entirety of the District Boundaries, both within the City and within unincorporated Sarasota County). Upon receipt of such notification from the City, WVLP agrees to commence the solicitation of potential consultants to perform the Future Fire Study. The selected consultant will be mutually agreeable to the City, and the City's agreement will not be unreasonably withheld. Upon selection of the consultant, WVLP will use its best efforts to promptly commence the Future Fire Study.

(b) Design. If the Future Fire Study identifies the need for Fire Station No. 3, then the District will provide the design and finishing standards for Fire Station No. 3 which will be substantially the same as the design and finishing standards of existing Fire Station No. 85, unless otherwise indicated by the Future Fire Study, consistent with the relevant Pattern Plan and the Pattern Book in effect at the time of site development.

(c) Vehicles and Equipment. If the Future Fire Study identifies the need for Fire Station No. 3, then the District will equip Fire Station No. 3 with one fire truck (pumper truck with equipment), one ambulance, and one brush truck, as well as related equipment for each vehicle and such other vehicles as identified in the Future Fire Study.

(d) Location and Size. If the Future Fire Study identifies the need for Fire Station No. 3, then the District will construct Fire Station No. 3 on ± 4.0 acres of property located east of South River Road,

between Playmore Road and East River Road ("Fire Station No. 3 Parcel"), in the general location shown on the *District Conceptual Plan* attached hereto as **Exhibit "C."**

(e) Timing. If the Future Fire Study identifies the need for Fire Station No. 3, then the District will commence the design and construction of Fire Station No. 3 within ninety (90) days of the benchmark(s) identified in the Future Fire Study, unless otherwise agreed by the District and the City. The District will use its best efforts to diligently construct and complete Fire Station No. 3 within two (2) years after the commencement of design.

(f) Conveyance. If the Future Fire Study identifies the need for Fire Station No. 3, then upon completion, WVLP or the District (whichever owns the Fire Station No. 3 Parcel at that time) will convey the Fire Station No. 3 Parcel and System Improvements for Fire Station No. 3 to the City, in accordance with Article 9. If the Future Fire Study determines that Fire Station No. 3 is not needed, WVLP shall retain the Fire Station No. 3 Parcel which may be developed in any manner permitted by the City's *Unified Land Development Code*, consistent with the Index Map, the Pattern Book, and the relevant Pattern Plan.

5.4 Additional Fire System Improvements.

(a) Additional Fire System Improvements. The District will provide additional System Improvements for the Fire Stations in a total amount not to exceed \$750,000.00 (the "**Additional Fire System Improvements**"). The Additional Fire System Improvements will supplement the System Improvements otherwise identified in this Restated Agreement, and will include additional vehicles, apparatuses, equipment, and other capital assets to serve the Annexed Property that will qualify as impact fee expenditures.

(b) Written Notice. The City will provide written notice to the District no less than six (6) months prior to the date for the order of the Additional Fire System Improvements. The notice will specify the Additional Fire System Improvements, the expected cost, and the requested date for order. The District will order and convey the Additional Fire System Improvements to the City upon District's receipt of same in accordance with Article 9 of this Restated Agreement.

5.5 Reimbursement for Remaining Fire and Rescue System Improvements.

The City will make the following reimbursements with impact fees collected within the Annexed Property, and in accordance with Article 8, except as otherwise provided in this section. Nothing in this section shall obligate the City to pay any amount above what is collected from impact fees collected from the Annexed Property as provided in Article 8 of this Restated Agreement:

(a) Fire Station No. 2. The City agrees to reimburse the District the actual costs of planning, designing, permitting, constructing, and equipping Fire Station No. 2.

(b) Future Fire Study. The City agrees to pay the consultant for fifty (50%) percent of the actual costs of the Future Fire Study. If available, the City fire/rescue impact fees may be used to pay the City's portion of the cost of the Future Fire Study.

(c) Fire Station No. 3. The City agrees to reimburse the District the actual costs of planning, designing, permitting, constructing, and equipping Fire Station No. 3, if Fire Station No. 3 is required by the Future Fire Study.

(d) Additional Fire System Improvements. The City agrees to reimburse the District the actual costs, not to exceed \$750,000.00, for the Additional Fire System Improvements described in Section 5.4(a) of this Restated Agreement.

5.6 Bi-Directional Amplifier Systems for Buildings within the Annexed Property.

The pertinent provisions of the National Fire Protection Association and Florida Building Code (collectively, "Fire Code"), in effect as of the Effective Date of this Restated Agreement provides that Bi-Directional Amplifier Systems ("**BDA Systems**") must be installed within certain multistory buildings. The Parties agree and acknowledge that no BDA Systems shall be required to be installed in any buildings less than 12,500 square feet in size constructed within the Annexed Property pursuant to the Fire Code. If, following the Effective Date of this Restated Agreement, the Fire Code is amended to create requirements for BDA Systems that are different than those memorialized in the foregoing sentence, then nothing contained in this Section 5.6 shall preclude the City from enforcing such new requirements of the amended Fire Code.

ARTICLE 6: REMAINING GENERAL GOVERNMENT SYSTEM IMPROVEMENTS

6.1 General Government Land and General Government Building.

(a) Conveyance. WVLP shall convey the General Government Land to the City within ninety (90) days of the Effective Date of this Restated Agreement consistent with Section 9.1 herein.

(b) Construction. Within four (4) years of conveyance of the General Government Land to the City, the City will initiate design of the first phase of a 15,000 square foot general government building ("**General Government Building**") in accordance with the City-approved Village D Pattern Plan. The design of the General Government Building shall be finalized and approved by the City Commission, and construction shall commence, within two (2) years after design of the first phase is initiated (that is, commencement of construction shall occur within six (6) years of conveyance of the General Government Land to the City). The City will use its best efforts to complete construction of the first phase within two (2) years of commencing construction. The City shall not sell the General Government Land for a period of forty (40) years from the date it accepts conveyance of the General Government Land, unless mutually agreed upon by the Parties in writing. If the WVLP has dissolved its partnership prior to the expiration of this forty (40) year period, then the City may sell the General Government Land sooner upon mutual written agreement between the City and the District.

6.2 Combined Use Land.

The Parties agree and acknowledge that WVLP's obligation under the Agreement to convey the Combined Use Land to the City is hereby terminated and extinguished. WVLP shall have no obligation to convey the Combined Use Land to the City upon the Effective Date of this Restated Agreement.

6.3 Public Works Parcel and Public Works Building.

(a) Conveyance; Annexation of 51.9 Acre Parcel. WVLP shall reserve and set aside the Public Works Parcel for the development of a public works building by the City (the "**Public Works Building**"). WVLP shall convey the Public Works Parcel to the City within ninety (90) days of the Effective Date of this Restated Agreement consistent with Section 9.1 herein. For the avoidance of doubt, the Public Works Parcel is within the District, but in unincorporated Sarasota County and therefore outside the municipal limits of the City. Once conveyed, the City shall be solely responsible for annexing the entirety of the 51.9

Acre Parcel into the corporate limits of the City, including, but not limited to, the Public Works Parcel. The City shall complete the annexation before commencing construction of the Public Works Building on the Public Works Parcel as described in Section 6.3(b).

(b) Construction. Within four (4) years of conveyance of the Public Works Parcel to the City, the City will initiate design of the Public Works Building. Further, the City will commence construction of the Public Works Building within two (2) years of the completion of the building's design. The City shall have the obligation to obtain any and all permits and approvals relating to the development of the Public Works Parcel. The City will use its best efforts to complete construction of the first phase within one (1) year after commencement, subject to appropriation. For the sake of clarity, the Parties intend that the Public Works Building will be completed within seven (7) years of conveyance of the Public Works Parcel to the City. The City shall not sell the Public Works Parcel for a period of forty (40) years from the date it accepts conveyance of the parcel, unless mutually agreed upon by the Parties in writing. If the WVLP has dissolved its partnership prior to the expiration of this forty (40) year period, then the City may sell the Public Works Parcel sooner upon mutual written agreement between the City and the District.

ARTICLE 7: REMAINING PARKS AND RECREATION SYSTEM IMPROVEMENTS

7.1 Trails.

(a) Specifications. WVLP and the District will develop, design and construct a minimum of 45 acres of Trails (of which 20 acres of Trails have been constructed and completed to date as set forth in Section 4.1(f) of this Restated Agreement) to be completed before build-out of the development of the Annexed Property. The total width of the Trails and appurtenant stormwater facilities will be approximately forty feet (40') wide. No less than half of the Trails will include a minimum of a ten foot (10') wide paved multi-use pedestrian and bicycle trail. In areas proximate to or within native habitat or within the Florida Power & Light (FPL) right-of-way along the western boundary of the Annexed Property, the Trails may be comprised of shell and boardwalks.

(b) Ownership, Continued Operation, and Maintenance. The District will own the remaining Trails to be constructed and will have an ongoing obligation to operate and maintain the Trails for the benefit of the public.

(c) Site Plans. Trail site plans will be initiated and included in the infrastructure plans for each corresponding village subdivision and will be subject to approval by the City Manager or designee. Trail site plans will include details for the location, timing of construction, and paving, together with any trail head, public parking, or public restrooms which may be proposed for the applicable Trail segment embraced by the infrastructure plans, and other requirements of state and local law for multi-use pedestrian and bicycle trail facilities. No Trail required by this Section 6.2 shall be located adjacent to roadways, and all Trails must be limited to public access by pedestrians, bicycles, and electric bicycles (E-bikes), with no motorized vehicles permitted on any Trails. Notwithstanding the foregoing, the District shall have the right, but not the obligation, to permit electric low-speed vehicles on any Trails having a paved width of greater than 10 feet.

(d) Public Access. The Trails will be open to the public. WVLP will grant easements to the District for the real property underlying the Trails, if not dedicated and conveyed to the District, for the perpetual use of the public. The easements or real property transfers will be recorded simultaneously with the recording of each applicable subdivision plat if the Trails are embraced by a platted subdivision. For any Trails that are not included within a subdivision plat, the easements or real property transfers shall be

recorded in connection with the City's approval of the companion infrastructure plans approving the Trails' construction.

7.2 63 Acre Park Parcel.

The Parties no longer desire to construct park improvements on the 63 Acre Park Parcel. In exchange for WVLP's agreement to set aside and reserve the Potential Sports Facility Parcel and the Sports Tourism Park Parcel contained herein, ~~WV~~within ninety (90) days of the Effective Date of this Restated Agreement, the City shall convey the 63 Acre Park Parcel to WVLP consistent with Section 9.1 herein. Upon the City's conveyance of the 63 Acre Park Parcel to WVLP, such land may be developed in any manner permitted by the City's *Unified Land Development Code*, consistent with the Index Map, the Pattern Book, and the relevant Pattern Plan.

7.3 Potential Sports Facility Parcel and Sports Facility.

(a) Reservation. As of the Effective Date of this Restated Agreement, the City is exploring whether to provide a new sports facility within the District Boundaries as additional parks and recreation System Improvements (the "**Sports Facility**"). Consistent with this, WVLP shall, for a period of six (6) years from the Effective Date of this Restated Agreement, reserve and set aside the Potential Sports Facility Parcel for potential conveyance and development of the Sports Facility as described herein. Further, if at the end of the 6-year reservation period the City has not commenced construction of the Sports Facility on the Potential Sports Facility Parcel, WVLP's obligation to reserve and set aside the Potential Sports Facility Parcel shall terminate, and WVLP may develop it in any manner permitted by the City's *Unified Land Development Code, as amended*, consistent with the Index Map, the Pattern Book, and the applicable Pattern Plan.

(b) Design and Construction. Within six (6) years of the Effective Date of this Restated Agreement, City shall commence planning and designing of the Sports Facility and shall thereafter promptly construct such facility. WVLP agrees to work cooperatively with the City to facilitate the design of the Sports Facility and conveyance of the Potential Sports Facility Parcel consistent with the terms of the future agreement or agreements described in Section 7.3(c), below.

(c) Future Agreement. The Parties contemplate that the terms referenced in this section will likely entail entering into a future agreement or agreements memorializing the details of their respective obligations with regard to the Potential Sports Facility Parcel, including ultimate ownership of the Potential Sports Facility Parcel and Sports Facility, and accordingly agree to work cooperatively to negotiate and enter into any such future agreement(s).

(d) Adjustments to Potential Sports Facility Parcel.

1. As described herein, the Potential Sports Facility Parcel is intended to be 15 acres immediately contiguous to the 20-acre Public Works Parcel. However, the City is undertaking an update of its "Parks and Recreation Master Plan" (last updated July 2019) ("Park Plan Update"). Based on the completed Park Plan Update, the Parties may, instead of providing such 15-acre Potential Sports Facility Parcel as described herein, agree to the City being provided some or all of such 15 acres elsewhere within the Annexed Property on a different parcel or parcels. Further, if all or a portion of the Potential Sports Facility Parcel's acreage is ultimately provided so as to be contiguous to the 20-acre Public Works Parcel, the City may expand the Sports Facility onto the Public Works Parcel so that the completed Sports Facility's

“footprint” is partially located on the Public Works Parcel and the Potential Sports Facility Parcel acreage contiguous thereto.

2. Any Potential Sports Facility Parcel acreage that is adjusted as described in this Section 7.3(d), shall be memorialized in the future agreement or agreements described in Section 7.3(c), above.

(e) Reimbursement. WVLP shall be reimbursed consistent with Article 8, below, for any costs associated with the design, permitting, and construction of the Sports Facility if the City authorizes WVLP to perform any such tasks.

7.4 Sports Tourism Park Parcel and Sports Tourism Park.

(a) Reservation. WVLP shall reserve and set aside the Sports Tourism Park Parcel for conveyance and development of a sports tourism park which may include, but not be limited to, baseball fields, pickleball courts, soccer fields, mixed-use sports fields, and related facilities to accommodate the hosting of sports tournaments (the “**Sports Tourism Park**”).

(b) Design and Construction. Within one (1) year of the Effective Date of this Restated Agreement, the City and WVLP shall commence planning and designing of the Sports Tourism Park, which shall include establishing the entity undertaking its design, permitting and construction, and once completed, the entity that shall own, operate, and maintain the Sports Tourism Park. The Parties agree to work cooperatively to: (i) achieve a regional park designation with the County; (ii) carry out the conveyance of the Sports Tourism Park Parcel; (iii) perform the planning, design, permitting, and construction of the Sport Tourism Park; and (iv) identify the entity that will own and operate the Sports Tourism Park.

(c) Future Agreement. The Parties contemplate that the tasks referenced in the foregoing sentence will likely entail entering into a future agreement or agreements memorializing the details of their respective obligations with regard to the Sports Tourism Park and accordingly agree to work cooperatively to negotiate and enter into any such future agreement(s).

(d) Reimbursement. WVLP shall be reimbursed for any approved costs associated with the design, permitting, and construction of the Sports Tourism Park if the City authorizes WVLP to perform any such tasks. For the sake of clarity, the City is to set aside and make available for such reimbursement the total park impact fees collected within the Annexed Property, less: i) the amounts of such fees already cumulatively paid by the City to WVLP or the District for the conceptual design and permitting of System Improvements relative to the 63 Acre Park described in Section 4.2(c)1. of this Restated Agreement and the System Improvements relative to Blue Heron Park described in Section 4.2(c)2. of this Restated Agreement, and ii) any park impact fees the City ultimately uses to fund the design, permitting and construction of the Sports Facility on the Potential Sports Facility Parcel described in Section 7.3(d) of this Restated Agreement.

7.5 Partial Funding of Park Plan Update.

The City estimates that the preparation of the Park Plan Update will cost \$250,000.00. The City shall have the right to use park impact fees collected from the Annexed Property to fund 25% of the Park Plan Update’s cost, not to exceed \$62,500.00, if (and only if) the City completes and delivers to WVLP the Park Plan Update by December 31, 2025.

ARTICLE 8: IMPACT FEE REIMBURSEMENTS AND EXPENDITURES

8.1 Reimbursements.

All reimbursements referenced in this Restated Agreement refer to the expenditure of impact fee revenues for impact-fee eligible System Improvements, payable only from the fees collected within the Annexed Property, only upon conveyance of the System Improvements to the City, and as otherwise in compliance with Chapter 58, Article III, *Code of the City of North Port, Florida*, and this Article 8. Reimbursement does not mean payment from impact fees for any land conveyed pursuant to the terms of this Restated Agreement.

8.2 The Annexed Property's Impact Fees.

The City represents and warrants that it will continue maintaining an accounting of all impact fees collected from the Annexed Property's development and will deposit all such impact fees in segregated impact fee accounts for each impact fee according to type (i.e., transportation, park, fire/rescue, law enforcement, general government, or solid waste). All reimbursements paid pursuant to this Restated Agreement will be paid from the appropriate category of impact fees collected for development within the Annexed Property as development occurs therein, which constitutes the reimbursement subarea referenced in Section 58-108, *Code of City of North Port, Florida*, and will be paid in accordance with this Article 8.

8.3 Initial and Quarterly Reimbursement Requests; Form of Invoice.

For all payments and reimbursements for System Improvements to be made to the District or WVLP, as applicable, under this Restated Agreement, the District or WVLP will provide the City an invoice that is in substantial accordance with the document contained in **Exhibit "E,"** attached to this Restated Agreement and made a part hereof, to include, at a minimum, a breakdown of expenditures for which it is to be reimbursed and other information as may be necessary to document the actual costs incurred associated with the applicable System Improvements ("**Invoice**"). Within thirty (30) days of the end of each fiscal quarter, the party seeking reimbursement for System Improvements (i.e., either the District or WVLP) will submit to the City an Invoice for reimbursement of all costs it incurred over the course of such fiscal quarter. Within forty-five (45) days of the City's receipt of an Invoice, the City will review same and notify the requesting party of any questions or requests for additional information necessary for the City to make payment or reimbursement. If the City does not timely notify the requesting party of any questions or requests for additional information within such 45-day period, the submitted Invoice is deemed approved and accepted by the City.

8.4 Payments.

(a) No later than forty-five (45) days from the date a submitted Invoice is deemed approved, consistent with the Prompt Payment Act, Section 218.70, *Florida Statutes*, the City will reimburse WVLP or the District, as applicable, from the appropriate impact fee subarea account. The City will pay the lesser of the following: (i) the full amount of the complete and properly-supported unpaid and outstanding reimbursement requests; or (ii) the then-existing unencumbered balance of the applicable impact fee subarea account if the subarea account is insufficient to pay the full amount of the unpaid and outstanding reimbursement requests. If the applicable impact fee subarea account has a zero balance, then the City will have the right to decline payment of the request.

(b) If the reimbursement paid is less than the full amount of the reimbursement request, thereafter the City will make quarterly payments from available subarea account funds for any request that has not been fully paid, until the earlier of: (i) the City has reimbursed the actual cost of the System Improvement in full; and (ii) all of the real property planned for development by the District within the Annexed Property has been issued a building permit for new construction. If the City receives multiple complete reimbursement requests, then the City will prioritize payment based on the date and time it receives the complete reimbursement request, paying in full the first-received reimbursement request, and paying other reimbursement requests successively in accordance with the date received.

(c) Reimbursement payments are limited to the uncommitted impact fees held in the relevant impact fee subarea account for the Annexed Property. The City is not liable to reimburse any amounts exceeding the total amount of impact fees collected for the relevant impact fee subarea when all the real property planned for development by the District within the Annexed Property has been issued a building permit for new construction.

8.5 Other System Improvements.

The City may make a reimbursement upon receipt of a System Improvement that qualifies for impact fee expenditures as a capital asset and that is distinguishable from the construction of a building, such as a law enforcement vehicle or fire/rescue vehicle.

8.6 Impact Fee Remaining Balance.

Following completion of the System Improvements and the City's reimbursements of the total actual costs in this Restated Agreement, the City will have the right to use the balance of the impact fee revenues in any manner as permitted by law.

8.7 Inspection Services.

The City reserves the right, at its expense, to engage independent construction inspection services related to the construction of any System Improvement.

ARTICLE 9: CONVEYANCE OF LAND, CONSTRUCTION, AND CONVEYANCE OF SYSTEM IMPROVEMENTS

9.1 Conveyance of Real Property.

(a) Public Works Parcel and General Government Land. Within ninety (90) days of the Effective Date of this Restated Agreement, WVLP shall convey the Public Works Parcel and the General Government Land to the City in fee simple and with marketable title.

(b) 63 Acre Park Parcel. Within ninety (90) days of the Effective Date of this Restated Agreement, the City will convey or cause to be conveyed the 63 Acre Park Parcel to WVLP in fee simple and with marketable title.

(c) Fire Station No. 2 Parcel and Fire Station No. 3 Parcel.

1. Within thirty (30) days of issuance of a Certificate of Occupancy for Fire Station No. 2, the District will convey fee simple ownership and marketable title of the Fire Station No. 2 Parcel (together with the System Improvements contained thereon) to the City.

2. Within thirty (30) days of issuance of a Certificate of Occupancy for Fire Station No. 3, if such fire station is required by the Future Fire Study, WVLP or the District (whichever owns the Fire Station No. 3 Parcel at that time) will convey fee simple ownership and marketable title of the Fire Station No. 3 Parcel (together with the System Improvements contained thereon) to the City.

9.2 Exemptions.

WVLP agrees that the real property it is to convey as described in Section 9.1, above, will be conveyed at no cost to the City, and the City is not obligated to provide reimbursements for the land conveyed. The real property conveyed to the City will be exempt from special assessments levied by the District.

9.3 Warranties.

Any System Improvements provided under this Restated Agreement by WVLP or the District will include the City as a third-party beneficiary for all warranties in contracts related to such System Improvements. The warranties will be a minimum of one (1) year from Final Completion (as hereinafter defined) of the applicable improvement. Warranties for equipment related to the improvements will be a minimum of one (1) year from Final Completion of the applicable improvement or receipt of the equipment, whichever is earlier.

9.4 Closeout Package.

WVLP and the District, respectively, for land and System Improvements, will deliver to the City a closeout package, containing all the documents the City requires to convey ownership of the land and System Improvements. The City will have ten (10) business days to review the closeout package for completeness. The City will specify any additional documentation it reasonably requires in writing to WVLP or the District at the time of this first completeness review. WVLP or the District will resubmit the closeout package in accordance with the City's comments. If the closeout package includes all documents the City previously specified, then the City, within ten (10) business days of receipt of same and in writing, will deem the closeout package complete. Once the closeout package is deemed complete, then the City will have ten (10) business days to review the closeout package and provide written comments relative to the contents of the documents provided. Thereafter, the City will have ten (10) business days to review and comment on any subsequent submittals. Within thirty (30) business days of the City accepting the closeout package for System Improvements that do not require City Commission approval, the City Manager will consider the closeout package for approval and acceptance of conveyance. Within ninety (90) business days of the City accepting the closeout package for System Improvements that require City Commission approval, the City Commission will consider the closeout package for approval and acceptance of conveyance. The City agrees to accept said System Improvements within the timeframes aforementioned, provided such closeout package or final inspection does not reveal a defect in facilities or workmanship that provides a basis for nonacceptance.

9.5 Substantial Completion.

The District will give the City at least thirty (30) business days prior written notice of the expected date of "Substantial Completion" as defined in the District's applicable construction contract for the System

Improvements. The notification will include an itemized list of remaining incomplete work, if any. If the City determines the work is not substantially complete, the City will notify the District in writing within ten (10) business days, identifying the reasons for its determination. The District, upon completing all identified incomplete work needed for Substantial Completion, will provide the City with written notice of Substantial Completion. The City has sole discretion in making the determination of Substantial Completion, which determination will not be unreasonably withheld.

9.6 Final Completion.

(a) Conditions Precedent. “**Final Completion**” of a System Improvement will be achieved when the following applicable conditions precedent have been satisfied, but in no event will this period be more than ninety (90) business days from Substantial Completion:

1. The City has issued a certificate of occupancy for the System Improvement;
2. All construction work (including correction of all items on the final punch list) is complete, in compliance with this Restated Agreement, has been so certified in writing by the District’s engineer, as-builts have been received and accepted, and all required approvals from regulatory agencies have been obtained;
3. The District’s engineer has certified by affidavit that the work associated with the System Improvement has been constructed in accordance with the design documents, the construction contract (including any amendments and change orders), and all required construction and operational permits; and
4. All documents identified in this Article 9 have been delivered to the City in paper and electronic format.

(b) When the District believes it has achieved Final Completion, it will provide the City with written notice of Final Completion. The City will respond within ten (10) business days in writing whether it concurs that Final Completion has been achieved, which determination will not be unreasonably withheld, and if the City does not concur, then specifying in detail the basis for its disagreement.

9.7 Conveyance.

(a) Conveyance. Upon mutual agreement, the District will permit the City to access a System Improvement subject to this Restated Agreement pursuant to a temporary certificate of occupancy. Upon final completion of each System Improvement, the District will convey all other interests by bill of sale including any remaining real property interests, the buildings and structures, the fixtures, all site improvements, the permits, the site and the construction plans, construction warranties, the titles to apparatuses and vehicles, equipment and other FF&E associated warranties. Further, all plans, permits, quotes, contracts for design and construction, payments, and reimbursements will be delivered to the City by the District upon transfer of the System Improvements and at all times constitute property of the City as public records, as required by general law.

(b) No Limitations on Title. WVLP agrees that the Fire Station No. 2 Parcel, Fire Station No. 3 Parcel, General Government Land, and all System Improvements to be conveyed to the City will be conveyed free and clear of all liens and encumbrances, restrictions, reservations or easements, and covenants and restrictions; the land will not be included in a property owner’s association; and will be free

of any obligation to pay property owner association fees or liens, except as explicitly and formally accepted by the City Commission at the time of conveyance of the real property and System Improvements.

9.8 Documentation for Conveyance of Real Property and System Improvements.

(a) Real Property. The grantor of real property being conveyed pursuant to the terms of this Restated Agreement will provide the following documentation to the grantee:

1. Warranty deed;
2. Affidavit by the grantor, as owner, that there are no liens or encumbrances on the real property and no outstanding claims or disputes that have not been resolved;
3. Letter of estoppel from the District and release of any outstanding assessments and encumbrances;
4. Evidence of marketable fee simple title as shown on an owner's title insurance commitment for issuance of a policy;
5. Current survey showing the location of all improvements, if any, encumbrances and easements;
6. Executed joinder and consent for WVLP and the WVLP Entities, if applicable;
7. Certificates of incumbency for all Parties executing all documents; and
8. Such other reasonable documentation as requested by and reasonably satisfactory to the City's Counsel.

(b) Other System Improvements. With conveyances that include System Improvements being transferred to the City, the grantor will also provide the following:

1. Bill of Sale or other appropriate transfer documents for all FF&E and equipment, in a form reasonably satisfactory to the City's Counsel;
2. The construction contractor's certification that final payment for all labor, materials and supplies for the work performed on the System Improvements has been made and that the contractor has received final payments pursuant to the construction contract;
3. Assignment of contractor's warranties for improvements and installations; manufacturer's warranties for equipment and FF&E, and vehicle warranties, along with a complete copy of the warranties;
4. Vehicle titles in the name of the City of North Port or the North Port Fire Rescue District, as identified by the City;
5. The assignment of all rights to the engineering and architectural plans, specifications, and agency permits, along with a complete copy of each; and

6. Such other reasonable and necessary documentation the City requests for the transfer of all aspects of the System Improvements.

9.9 Not a Pledge.

Notwithstanding any other provisions of this Restated Agreement, the City, WVLP, and the District, with regard to the real property each owns, represents and warrants that as it relates to the 51.9 Acre Parcel, 63 Acre Park, Sports Tourism Park Parcel, Potential Sports Facility Parcel, Fire Station No. 2 Parcel, Fire Station No. 3 Parcel, the General Government Land, and all System Improvements, that they, and any other entity with a legal interest: (1) has no pledge of or lien upon any real property, any personal property, or any existing or future revenue source of the City (including specifically, any resources or rates, fees, or charges the City collects in connection with the City's provision of services) as security for any amounts of money payable by the City under this Restated Agreement; and (2) has no right to impact fee credits under this Restated Agreement. Pursuant to Section 58-108, *Code of the City of North Port, Florida*, impact fee credits are distinguishable and distinct from the impact fee reimbursements addressed in this Restated Agreement.

ARTICLE 10: PROVISION OF SERVICE BY CITY

The City covenants and agrees that once the System Improvements are transferred and accepted by the City pursuant to this Restated Agreement, except as otherwise provided herein, the City will be responsible for the maintenance and operation of the System Improvements, except that Blue Heron Park and the Trails are or will be maintained and operated by the District, and the Sports Park may potentially be maintained and operated by the District if determined by the Parties.

ARTICLE 11: INDEMNIFICATION

11.1 DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS.

TO THE EXTENT PERMITTED BY FLORIDA LAW, WVLP AND THE DISTRICT ASSUME ALL LIABILITY FOR, AND RELEASE AND AGREE TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS, INCLUDING BUT NOT LIMITED TO, PAYMENT, REIMBURSEMENT OR DISTRIBUTION OF IMPACT FEES, AN INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT, OF THE PARTY INDEMNIFYING, OR ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE INDEMNIFYING PARTY IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS RESTATED AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE DISTRICT, THE CITY, OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES. NOTHING IN THIS RESTATED AGREEMENT WILL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AND THE DISTRICT AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.

11.2 Claim Notification and Assistance.

The City will provide all available information and assistance that the indemnifying party may reasonably require regarding any claim. In the event of a claim, the City will promptly notify the indemnifying party in writing in accordance with the notice provisions in Article 14. WVLP and the District will not be liable for any settlement of any action without their express written consent.

11.3 Survives Termination.

This provision relating to indemnification survives termination or completion of this Restated Agreement. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party will be reimbursed all costs, expenses and reasonable attorney fees, through all proceedings (at both trial and appellate levels).

11.4 Not a Pledge of Special Assessments.

Notwithstanding the foregoing, nothing in this Restated Agreement will be deemed or construed as: (i) a pledge of City ad valorem taxes or non-ad valorem special assessments as provided by general law; (ii) a pledge of the District's non-ad valorem special assessments as provided by the Special Act; or (iii) a pledge of City or District credit for private purposes.

ARTICLE 12: DEFAULT AND BREACH

12.1 Default; Breach.

The terms “**default**” and “**breach**” as used in this Restated Agreement mean the occurrence of any one or more of the following conditions:

(a) party's failure to timely perform the covenants, commitments, obligations, and agreements in this Restated Agreement, provided that the defaulting party has been provided written notice of such event and has failed to cure the condition within thirty (30) days or a commercially reasonable amount of time otherwise agreed upon by the Parties.

(b) party's representations or warranties contained in this Restated Agreement as of the date of said party's execution of this Restated Agreement are not true and not correct in any material respect.

(c) WVLP or any one of the WVLP Entities is voluntarily adjudicated bankrupt or insolvent; seeks, allows or consents to the appointment of a receiver or trustee for itself or for all or any part of its property; files a petition seeking relief under the bankruptcy or other laws of the United States, or any state of competent jurisdiction; makes a general assignment for the benefit of creditors; or admits in writing its inability to pay debts as they mature.

(d) a court of competent jurisdiction enters an order, judgment, or decree without the consent of the party, appointing a receiver or trustee for a party and for WVLP Entities, or for all or any part of the Annexed Property while owned by a party.

12.2 No Limitation of Remedies.

In the event of default or breach, all Parties hereto may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as

often and in such order as may be deemed expedient by such party. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The Parties' rights and remedies as set forth in this Restated Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity. In addition to any other rights and remedies, in the event of a default or breach, the City may, upon ten (10) business days' written notice to the defaulting party, suspend payment of any and all reimbursements to such party after the date of notice to the defaulting Party, until the event of default is cured and notice of reinstatement is issued by the City.

ARTICLE 13: PUBLIC RECORDS

In accordance with Florida Statutes, Section 119.0701, the District and WVLP will comply with all public records laws, and will specifically:

(a) Keep and maintain public records required by the City to perform the service included in this Restated Agreement for the acquisition of real property, the construction of System Improvements and the acquisition of FF&E or other System Improvements.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies as maintained by the State of Florida Division of Archives, pursuant to the following site: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>.

2. **"Public records"** means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Records under this Restated Agreement include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated pursuant to this Restated Agreement.

(b) Upon request from the City's custodian of public records upon its receipt of a public records request, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. Notwithstanding the foregoing, the City reserves and does not waive its right to request public records of another agency.

(c) Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Restated Agreement and, if WVLP and the District do not transfer the records to City following completion of the term of this Restated Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

(d) Upon completion of this Restated Agreement, either (i) transfer, at no cost, to the City all public records in the District's and WVLP's possession; or (ii) keep and maintain public records required by the City to perform the service. If transferring all public records to the City upon completion of the term of this Restated Agreement, WVLP or the District, as applicable, will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District or

WVLP keeps and maintains public records upon the completion of the term of this Restated Agreement, they will meet all applicable requirements for retention of public records.

(e) If the District and WVLP have questions regarding the application of Chapter 119, Florida Statutes, to their duty to provide public records relating to this Restated Agreement, contact the custodian of public records at:

Custodian of Public Records
4970 City Hall Boulevard
North Port, Florida 34286
(941) 429-7056 or Hotline (941) 429-7270
Email: publicrecordsrequest@cityofnorthport.com.

ARTICLE 14: NOTICES

Until further written notice by any party to the others, all notices provided for herein will be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to:

FOR WEST VILLAGES, LLLP & WVLP ENTITIES:

West Villages, LLLP
Attn: John E. Luczynski
Senior Vice President
19503 South West Villages Pkwy., No. 14
Venice, Florida 34293
(941) 999-4822
John.Luczynski@mattamycorp.com

with a copy to:
Mattamy Homes US
Attn: Nicole Marginian Swartz
Chief Legal Counsel
4901 Vineland Rd., Suite 450
Orlando, Florida 32811
(407) 845-1691
Nicole.Swartz@mattamycorp.com

and with a copy to:

Williams Parker
Attn: Charles D. Bailey, III, Esq.
50 Central Avenue
8th Floor
Sarasota, Florida 34236
(941) 366-4800
cbailey@williamsparker.com

FOR CITY OF NORTH PORT, FLORIDA:

City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286
(941) 429-7077
citymanager@northportfl.gov

with a copy to:
City Attorney
4970 City Hall Blvd.
North Port, Florida 34286
(941) 427-7260
northportcityattorney@northportfl.gov

For copies required to Police Chief:

North Port Police Department
Attn: Chief of Police

For copies required to Fire
North Port Fire Rescue
Attn: Fire Chief

4980 City Hall Blvd.
North Port, Florida 34286
(941) 429-7300
tgarrison@northportpd.com

4980 City Center Blvd.
North Port, Florida 34286
(941) 240-8150
stitus@cityofnorthport.com

For copies required to Parks & Recreation Director:

City of North Port, Florida
Attn: Parks & Recreation Director
4970 City Hall Blvd.
North Port, Florida 34286
spfundheller@cityofnorthport.com

FOR WEST VILLAGES IMPROVEMENT DISTRICT:

West Villages Improvement District
c/o Special District Services, Inc.
Attn: District Manager, Todd Wodraska
2501A Burns Road
Palm Beach Gardens, Florida 33410
(561) 630-4922
TWodraska@sdsinc.org

with a copy to:
Kutak Rock
Attn: Lindsay Whelan
Counsel for the District
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300
Lindsay.Whelan@KutakRock.com

ARTICLE 15: GENERAL

15.1 Entire Agreement.

This Restated Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Restated Agreement that are not contained in this document. This Restated Agreement supersedes all other agreements between the Parties, whether oral or written, with respect to the subject matter.

15.2 Amendment.

No additions, alterations or variations of the terms of this Restated Agreement will be valid, nor can any Party waive provisions of this Restated Agreement, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by all Parties.

15.3 Applicable Law and Venue.

The laws of the State of Florida, as well as all applicable local codes and ordinances of the City, will govern this Restated Agreement. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Restated Agreement will be in the applicable federal or state court of Sarasota County, Florida.

15.4 Attorney Fees.

If the City, the District, or WVLP are required to enforce this Restated Agreement by court proceedings or

otherwise, by instituting suit or otherwise, then the prevailing Party in such suit will be entitled to recover all costs incurred, including reasonable attorney fees, through all proceedings (at both trial and appellate levels).

15.5 Severability.

If any court finds any part of this Restated Agreement invalid or unenforceable, such invalidity or unenforceability will not affect the other parts of this Restated Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the Parties can continue to be effectuated. To that end, this Restated Agreement is declared severable.

15.6 Authority to Execute Agreement.

The signature by any person to this Restated Agreement will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

15.7 No Third-Party Beneficiaries.

This Restated Agreement is solely for the benefit of the City, the District, WVLP, and their respective successors and assigns. No right or cause of action will accrue upon or by reason, to or for the benefit of any third party not a party to this Restated Agreement. Nothing in this Restated Agreement expressed or implied is intended or will be construed to confer upon any person or corporation other than the parties listed in this Section 15.7 any right, remedy, or claim under or by reason of this Restated Agreement or any of the provisions or conditions of this Restated Agreement.

15.8 Recordation; Joinder and Consent and Memorandum of Agreement.

(a) The Parties agree that within ten (10) business days of the Effective Date of this Restated Agreement, the City will record this Restated Agreement and attached exhibits in the Public Records of Sarasota County, Florida, at the expense of WVLP.

(b) In connection with the Parties entering and recording the Original Agreement, a separate "Joinder and Consent to the West Villages Developer Agreement (Post Annexation) and to Dedications, Reservations, Covenants, Restrictions, and Obligations to Convey" was recorded in Official Record Instrument # 2020042589, Public Records of Sarasota County, Florida ("Joinder and Consent to Original Agreement") and "Memorandum of Agreement for West Villages Developer Agreement (Post Annexation) and Joinder and Consent" was recorded in Official Record Instrument # 2020042654, Public Records of Sarasota County, Florida ("Memorandum of Original Agreement"). Upon the recording of this Restated Agreement in accordance with Section 15.8(a), above, the Joinder and Consent to Original Agreement and Memorandum of Original Agreement are rescinded and revoked and of no further force or effect.

15.9 Nondiscrimination.

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. WVLP and the District will not administer this Restated Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or

expression, or physical characteristic.

15.10 Binding Effect/Counterparts.

By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. The terms of this Restated Agreement will run with the land and are binding upon and will inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. This Restated Agreement may be signed in counterparts.

15.11 No Agency.

Nothing contained herein will be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties will be deemed to create any relationship between them other than that as detailed herein.

15.12 Assignment.

The Parties will not assign this Restated Agreement or any right or responsibility herein unless with the written consent of each other Party. The Parties will consider any proposed assignment upon request of a Party.

15.13 Headings.

The descriptive titles appearing at the beginning of each Article and Section of this Restated Agreement are for convenience only and do not affect its construction.

15.14 Effective Date.

This Restated Agreement shall become effective as of the Effective Date.

ARTICLE 16: NON-APPROPRIATION

(a) The Parties acknowledge and agree that the obligations of the City and the District to fulfill financial obligations of any kind pursuant to the provisions of this Restated Agreement, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of funds will not arise unless and until appropriations for such payments are approved for the applicable fiscal year by the governing body (nor will such liability arise if, a request for such appropriation is excluded from the budget approved by the governing body). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with the breach or by the City under this Section. This Restated Agreement does not constitute an indebtedness of the City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

(b) For the duration of this Restated Agreement, the City and the District will direct their staff to include the financial obligations as set forth in this Restated Agreement in the administrator's proposed fiscal budget each successive year for City's and the District's consideration.

ARTICLE 17: FORCE MAJEURE

No Party will be liable or responsible to the other by reason of the failure or inability of the other Parties to take any action that may be required to take or to comply with the requirement imposed hereby or any injury to the other Party or by those claiming by or through it, which failure, inability or injury is caused directly or indirectly by force majeure. *Force majeure* means acts of god, strikes, lock-outs, or other industrial disturbances; acts of public enemies, war, blockades, riots, acts of armed forces or militia, epidemics, pandemics, landslides, earthquakes, fires, storms, floods, or washouts; and explosions not within the reasonable control of the affected Party and which, by exercise of due diligence, a Party is unable to overcome.

ARTICLE 17: EXHIBITS

A list of the Exhibits attached to this Restated Agreement, as referenced in the foregoing provisions, is as follows:

- Exhibit "A."** Exhibit "A" contains the Legal Description of the "Annexed Property."
- Exhibit "B."** Exhibit "B" contains the Legal Description of "District Boundaries."
- Exhibit "C."** Exhibit "C" contains the "District Conceptual Plan."
- Exhibit "D."** Exhibit "D" contains the "Fire Study."
- Exhibit "E."** Exhibit "E" contains the "Invoice."

[Parties' signature pages follow]

Approved by the City of North Port City Commission on the ____ day of _____ 2024.

CITY OF NORTH PORT, FLORIDA

By: _____

Mayor

ATTEST

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Michael Golen, CPM
Interim City Attorney

[Additional signature pages follow]

Executed by WVLP this ____ day of _____, 2024.

WELLEN PARK, LLLP
a Florida limited liability limited partnership

By: Thomas Ranch Land Partners GP, LLC,
a Delaware limited liability company, as General Partner

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

By: _____
Richard P. Severance
As its Vice President

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024, by Richard P. Severance, as Vice President of Thomas Ranch Manger, LLC, a Delaware limited liability company, as Manager of Thomas Ranch Land Partners GP, LLC, a Delaware limited liability company, as General Partner of Wellen Park, LLLP, a Florida limited liability company.

Notary Public

____ Personally Known OR ____ Produced Identification
Type of Identification Produced _____

[Additional signature page follows]

Approved by the Board of Supervisors for the West Villages Improvement District on the ____ day of _____, 2024.

Secretary

WEST VILLAGES IMPROVEMENT DISTRICT

John Luczynski
Chairman

(District Seal)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024, by John Luczynski as Chairman of the Board of Supervisors of West Villages Improvement District.

Notary Public

____ Personally Known OR ____ Produced Identification
Type of Identification Produced _____

[End of Parties' signature pages]

Joinder and Consent to Restated Agreement by WVLP Entities

Each of the undersigned WVLP Entities joins in and consents to the Restated Agreement. Consistent with the foregoing, the WVLP Entities expressly ratify and agree to abide the Restated Agreement's terms relating to the reservation and conveyance of real property described therein in which any such WVLP Entity has ownership interest. Consistent with the foregoing, the WVLP Entities agree to cooperate in carrying out the obligations of WVLP under the Restated Agreement with respect to any real property described therein which any such WVLP Entity has an ownership interest, including, but not limited to, executing instruments necessary to convey real property as described in Article 9.

IN WITNESS WHEREOF, the WVLP Entities have caused this Joinder and Consent to be executed on the dates set forth below.

[WVLP Entities' signature pages follow]

Executed by Main Street Ranchlands, LLLP, a Florida limited liability limited partnership, this ____ day of _____, 2024.

Witnessed by:

Main Street Ranchlands, LLLP, a Florida limited liability limited partnership

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

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

Print Name: _____

By: _____
Print Name: _____

Title: _____

Print Name: _____

Date: _____

[Notary acknowledgement and additional signature pages to follow]

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [☐] physical presence or [☐] online notarization, this ____ day of _____ 20__, by _____, as _____ of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of Main Street Ranchlands, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Notary Public – State of Florida

____ Personally Known OR ____ Produced Identification
Type of Identification Produced _____

[Additional signature pages follow]

Executed by Myakka River Club, LLLP, a Florida limited liability limited partnership, this ____ day of _____, 2024.

Witnessed by:

Myakka River Club, LLLP, a Florida limited liability limited partnership

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

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

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____ 20__, by _____, as _____ of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of Myakka River Club, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Notary Public – State of Florida

____ Personally Known OR ____ Produced Identification

Type of Identification Produced _____

[Additional signature pages follow]

Executed by Timber Forest Ranch, LLLP, a Florida limited liability limited partnership, this ____ day of _____, 2024.

Witnessed by:

Timber Forest Ranch, LLLP, a Florida limited liability limited partnership

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

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

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____ 20__, by _____, as _____ of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of Timber Forest Ranch, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Notary Public – State of Florida

____ Personally Known OR ____ Produced Identification
Type of Identification Produced _____

[Additional signature pages follow]

Executed by Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership, this ____ day of _____, 2024.

Witnessed by:

Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership

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

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

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____ 20____, by _____, as _____ of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Notary Public – State of Florida

____ Personally Known OR ____ Produced Identification
Type of Identification Produced _____

[Additional signature pages to follow]

Executed by West Villages East Associates, LLLP, a Florida limited liability limited partnership, this ____ day of _____, 2024.

Witnessed by:

West Villages East Associates, LLLP, a Florida limited liability limited partnership

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

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

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____ 20____, by _____, as _____ of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of West Villages East Associates, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Notary Public – State of Florida

____ Personally Known OR ____ Produced Identification
Type of Identification Produced _____

[Additional signature pages to follow]

Executed by Thomas Ranch Land Partners Village I, LLLP, a Florida limited liability limited partnership, this ____ day of _____, 2024.

Witnessed by:

Thomas Ranch Land Partners Village I, LLLP, a
Florida limited liability limited partnership

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

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

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____ 20____, by _____, as _____ of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of Thomas Ranch Land Partners Village I, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Notary Public – State of Florida

____ Personally Known OR ____ Produced Identification
Type of Identification Produced _____

[Additional signature pages follow]

Executed by West Villages Parkway West Associates, LLLP, a Florida limited liability limited partnership, this ____ day of _____, 2024.

Witnessed by:

West Villages Parkway West Associates, LLLP,
a Florida limited liability limited partnership

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

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

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____ 20____, by _____, as _____ of Thomas Ranch Manager, LLC, a Delaware limited liability company, as the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of West Villages Parkway West Associates, LLLP, a Florida limited liability limited partnership, on behalf of said entity.

Notary Public – State of Florida

____ Personally Known OR ____ Produced Identification
Type of Identification Produced _____

[End of WVLP Entities' signature pages]

EXHIBIT LIST

Exhibit A	Annexed Property
Exhibit B	District Boundaries
Exhibit C	District Conceptual Plan
Exhibit D	Fire Study
Exhibit E	Invoice

Exhibit A

Annexed Property

The territorial boundaries of the district shall be as follows, to wit:

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA: That part of Section 21, lying Southwesterly of County Road No. 777 (West River Road). All that part of Section 28, lying West of County Road No. 777 (West River Road). All of Section 29, less and except the following: Right-of-way for U. S. Highway No. 41 (State Road No. 45). All of Section 30, less and except the following: Right-of-way for U. S. Highway No. 41 (State Road No. 45); That portion conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida; That portion lying West of lands described in Official Record Book 1036, Page 802, South of the westerly extension of the North line of said lands described in Official Records Book 1036, Page 802, and North of the northerly Right of Way line of U.S. Highway No. 41. All of Section 31, less and except the following: Right-of-way of U. S. Highway No. 41 (State Road No. 45). All of Section 32, less and except the following: Right-of-way of U. S. Highway No. 41 (State Road No. 45); That portion conveyed in Official Record Book 2785, Page 634 of the Public Records of Sarasota County, Florida, (Sarasota County Hospital Board); That portion conveyed in Official Record Book 1571, Page 2172 of the Public Records of Sarasota County, Florida, (Manatee Community College); Right-of-way for Pine Street Extension as recorded in Official Record Book 2536, pages 811-974 of The Public Records of Sarasota County, Florida; That portion conveyed in Official Record Book 2785, Page 641 of the Public Records of Sarasota County, Florida, (120' wide perpetual Non-Exclusive easement); That portion lying South of lands conveyed in Official Record Book 1571, Page 2172 and East of lands described in Official Record Book 2785, Page 641, Public Records of Sarasota County, Florida. That portion of Section 33, lying North of U.S. Highway No. 41 (State Road No. 45) and West of County Road #777 (West River Road); also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), West of a 200 ft. wide access easement described in Official Records Book 2389, Page 528, Public Records of Sarasota County, Florida, and North of lands conveyed in Official Records Book 1571, Page 2172, Public Records of Sarasota County, Florida; also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), described as follows: COMMENCE at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 289.08 feet to a point on the Southerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map Section 17010-2508, same being a point on a curve to the right having a radius of 3011.73 feet, a central angle of 24°58'49", a chord bearing of N.66°51'56"W., and a chord length of 1032.71 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 1313.08 feet to the point of tangency of said curve; thence N.54°22'31"W., along said southerly Right of Way, a distance of 66.57 feet to the POINT OF BEGINNING, same being the Northwest corner of Lands described in Official Records Instrument No.1998166153, per Public Records of Sarasota County, Florida; thence along the Westerly line of said Lands described in Official Records Instrument No.1998166153 the following three (3) courses and distances; (1) S.35°37'26"W., a distance of 161.93 feet to the point of curvature of a curve to the right having a radius of 559.97 feet, a central angle of 29°49'56", a chord bearing of S.50°32'24"W., and a chord length of 288.28 feet; (2) thence along the arc of said curve an arc length of 291.56 feet to the end of said curve; (3) thence S.00°01'27"W., a distance of 1074.23 feet; thence N.48°24'50"W., leaving said Westerly Line, a distance of 2914.38 feet to the Northeast corner of Lands described as Manatee Community College per Official Records Book 1571, Page 2172, same being the point of curvature of a curve to the left having a radius of 4577.37 feet, a central angle of 06°20'23", a chord bearing of N.60°40'02"W., and a chord length of 506.22 feet; thence along the arc of said curve and Northerly Line of Lands described as Manatee Community College, an arc length of 506.48 feet to the end of said curve, same being the Southeast corner of lands described in Official Records Book 2389, Page 529, Public Records of Sarasota County, Florida; thence N.65°18'18"E., along the Easterly Line of said lands, a distance of 188.09 feet; thence continue N.00°00'19"W., along said Easterly Line, a distance of 144.96 feet to the Northeast corner of said Lands; thence N.65°21'46"W along the Northerly Line of said Lands, a distance of 400.68 feet to the Northwest corner of said Lands, same being a point on

the Easterly Line of a 200 foot wide access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530, Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the Easterly Line of said 200 foot wide access Easement, a distance of 786.89 feet to the Southerly Right of Way of U.S. No. 41, same being a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°08'33", a chord bearing of S.69°13'16"E., and a chord length of 306.97 feet; thence along the arc of said curve an arc length of 307.01 feet to the end of said curve; thence continue along said Southerly Right of Way Line the following fourteen (14) courses and distances; (1) S.22°19'13"W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'15", a chord bearing of S.67°16'21"E., and a chord length of 73.55 feet; (2) thence along the arc of said curve an arc length of 73.55 feet; (3) thence N.23°06'16"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5597.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (4) thence along the arc of said curve an arc length of 810.45 feet; (5) thence S.31°08'57"W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'12", a chord bearing of S.58°13'22"E., and a chord length of 73.47 feet; (6) thence along the arc of said curve an arc length of 73.47 feet; (7) thence N.32°24'25"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5597.58 feet, a central angle of 03°28'13", a chord bearing of S.56°06'38"E., and a chord length of 338.98 feet; (8) thence along the arc of said curve an arc length of 339.03 feet to the end of said curve; thence (9) S.56°35'34"E., a distance of 155.08 feet; (10) thence S.54°22'31"E., a distance of 1102.52 feet; (11) thence S.51°00'40"E., a distance of 101.66 feet; (12) thence S.54°20'43"E., a distance of 199.02 feet; (13) thence S.48°43'03"E., a distance of 100.71 feet; (14) thence S.54°22'31"E., a distance of 447.75 feet to the POINT OF BEGINNING. That portion of the North Half of the Southwest Quarter of the Northwest Quarter of Section 34, lying West of River Road (County Road No. 777); also that portion of the Southeast Quarter of Section 34, lying West of the Myakka River, South of the South line of lands described in Official Record Instrument No. 2000002794, Public Records of Sarasota County, Florida (River Road Office Park, Inc.), and easterly of the maintained right of way line of a paved road running from River Road to the South line of the Northeast Quarter of said Section 34, (Old River Road), less and except the following: That portion described in Official Record Instrument No. 1999111833, Public Records of Sarasota County, Florida, (Right of Way for County Road No. 777). All of Section 35 lying West of the Myakka River. Also, a portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence N.89°04'43"W., along the South line of said Section 32, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 634, of the Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive Easement per Official Records Book 2785 at Page 641, a distance of 1400.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2172, of the Public Records of Sarasota County, Florida; thence along the westerly extension and boundary of said lands described in Official Records Book 1571, at Page 2172 the following two (2) courses: (1) S.89°29'35"E., a distance of 1960.21 feet; (2) thence N.00°30'25"E., a distance of 2062.70 feet to the Northeast corner of said lands; thence S.48°24'50"E., a distance of 2914.38 feet to the Southwest corner of lands described in Official Records Instrument 1998166154, of the Public Records Sarasota County, Florida; thence along the boundary of said lands described in Official Records Instrument 1998166154 the following three (3) courses: (1) S.89°58'33"E., a distance 676.50 feet; (2) thence N.00°01'27"E., a distance of 752.33 feet; (3) thence N.28°06'22"E., a distance of 362.06 feet to a point on the southerly right of way line of U.S. Highway No. 41, as per Florida Department of Transportation Right of Way Map, Section 17010-2508, said point being on a curve concave to the northeast and having a radius of 3011.73 feet, a central angle of 14°28'18", a chord bearing of S.72°07'12"E. and a chord distance of 758.67 feet; thence in an easterly direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°16'02"W., along the West line of said Section 34, and leaving said southerly right of way line, a

distance of 379.82 feet; thence S.89°37'27"E., a distance of 1329.90 feet to a point on the westerly right of way line of County Road #777 (South River Road) as per Florida Department of Transportation Right of Way Map, Section 17550-2601; thence along said westerly right of way line, the following six (6) courses; (1) S.00°07'30"W., a distance of 5.48 feet; (2) thence S.89°23'52"E., a distance of 9.74 feet; (3) thence S.36°39'07"E., a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of S.35°38'40"E. and a chord distance of 196.90 feet; (4) thence southeasterly, along the arc of said curve, an arc distance of 196.91 feet to the end of said curve; (5) thence N.55°21'47"E., radial to the last described curve, a distance of 20.00 feet to a point on a curve concentric with the last described curve and having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of S.26°52'28"E. and a chord distance of 1517.98 feet; (6) thence in a southerly direction along the arc of said curve, an arc distance of 1522.64 feet to the Northeast corner of lands described in Official Records Instrument 2000002794, of the Public Records Sarasota County, Florida; thence S.78°41'04"W., along the northerly line of said lands described in Official Records Instrument 2000002794, a distance of 2240.20 feet to the Southeast corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W., along the South line of said Section 33, a distance of 5318.90 feet to the POINT OF BEGINNING. LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA: All of Section 3, less and except the following: That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page 2750-2754, of the Public Records of Sarasota County, Florida (County Road No 777); That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.); The maintained right-of-way of County Road No. 777 (South River Road). All of Section 4, Less and except the following: That portion described in Official Record Instrument No. 2000002794, of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.). All of Section 5, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811- 974, of the Public Records of Sarasota County, Florida. All of Section 6, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 7, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 8. All of Section 9. All of Section 10, less and except the following: The maintained right-of-way for County Road No. 777 (South River Road) ALL OF THE ABOVE ARE SUBJECT TO EASEMENTS OF RECORD, OR OTHERWISE, USED FOR DRAINAGE, UTILITIES AND/OR INGRESS AND EGRESS. The above described property contains a total of 8193.7478 acres more or less.

Exhibit B

District Boundaries

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

That part of Section 21, lying Southwesterly of County Road No. 777 (West River Road). All that part of Section 28, lying West of County Road No. 777 (West River Road). All of Section 29, less and except the following: Right-of-way for U. S. Highway No. 41 (State Road No. 45). All of Section 30, less and except the following: Right-of-way for U. S. Highway No. 41 (State Road No. 45); That portion conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida; That portion lying West of lands described in Official Record Book 1036, Page 802, South of the westerly extension of the North line of said lands described in Official Records Book 1036, Page 802, and North of the northerly Right of Way line of U.S. Highway No.41. All of Section 31, less and except the following: Right-of-way of U. S. Highway No. 41 (State Road No. 45). All of Section 32, less and except the following: Right-of-way of U. S. Highway No. 41 (State Road No. 45); That portion conveyed in Official Record Book 2785, Page 634 of the Public Records of Sarasota County, Florida, (Sarasota County Hospital Board); That portion conveyed in Official Record Book 1571, Page 2172 of the Public Records of Sarasota County, Florida, (Manatee Community College); Right-of-way for Pine Street Extension as recorded in Official Record Book 2536, pages 811-974 of The Public Records of Sarasota County, Florida; That portion conveyed in Official Record Book 2785, Page 641 of the Public Records of Sarasota County, Florida, (120' wide perpetual Non-Exclusive easement); That portion lying South of lands conveyed in Official Record Book 1571, Page 2172 and East of lands described in Official Record Book 2785, Page 641, Public Records of Sarasota County, Florida. That portion of Section 33, lying North of U.S. Highway No. 41 (State Road No.45) and West of County Road #777 (West River Road); also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), West of a 200 ft. wide access easement described in Official Records Book 2389, Page 528, Public Records of Sarasota County, Florida, and North of lands conveyed in Official Records Book 1571, Page 2172, Public Records of Sarasota County, Florida; also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), described as follows: COMMENCE at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 289.08 feet to a point on the Southerly Right of Way Line of U.S.Highway No.41, (State Road No. 45) per Florida Department of Transportation Right of Way Map Section 17010-2508, same being a point on a curve to the right having a radius of 3011.73 feet, a central angle of 24°58'49", a chord bearing of N.66°51'56"W., and a chord length of 1032.71 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No.41, an arc length of 1313.08 feet to the point of tangency of said curve; thence N.54°22'31"W., along said southerly Right of Way, a distance of 66.57 feet to the POINT OF BEGINNING, same being the Northwest corner of Lands described in Official Records Instrument No.1998166153, per Public Records of Sarasota County, Florida; thence along the Westerly line of said Lands described in Official Records Instrument No.1998166153 the following three (3) courses and distances; (1) S35°37'26"W., a distance of 161.93 feet to the point of curvature of a curve to the right having a radius of 559.97 feet, a central angle of 29°49'56", a chord bearing of S.50°32'24"W., and a chord length of 288.28 feet; (2) thence along the arc of said curve an arc length of 291.56 feet to the end of said curve; (3) thence S.00°01'27"W., a distance of 1074.23 feet; thence N.48°24'50"W., leaving said Westerly Line, a distance of 2914.38 feet to the Northeast corner of Lands described as Manatee Community College per Official Records Book 1571, Page 2172, same being the point of curvature of a curve to the left having a radius of 4577.37 feet, a central angle of 06°20'23", a chord bearing of N.60°40'02"W., and a chord length of 506.22 feet; thence along the arc of said curve and Northerly Line of Lands described as Manatee Community College, an arc length of 506.48 feet to the end of said curve, same being the Southeast corner of lands described in Official Records Book 2389, Page 529, Public Records of Sarasota County, Florida; thence N.65°18'18"E., along the Easterly Line of said lands, a distance of 188.09 feet; thence continue N.00°00'19"W., along said Easterly Line, a distance of 144.96 feet to the Northeast corner of said Lands; thence N.65°21'46"W along the Northerly Line of said Lands, a distance of 400.68 feet to the Northwest corner of said Lands, same being a point on the Easterly Line of a

200 foot wide access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530, Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the Easterly Line of said 200 foot wide access Easement, a distance of 786.89 feet to the Southerly Right of Way of U.S. No. 41, same being a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°08'33", a chord bearing of S.69°13'16"E., and a chord length of 306.97 feet; thence along the arc of said curve an arc length of 307.01 feet to the end of said curve; thence continue along said Southerly Right of Way Line the following fourteen (14) courses and distances; (1) S.22°19'13"W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'15", a chord bearing of S.67°16'21"E., and a chord length of 73.55 feet; (2) thence along the arc of said curve an arc length of 73.55 feet; (3) thence N.23°06'16"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5597.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (4) thence along the arc of said curve an arc length of 810.45 feet; (5) thence S.31°08'57"W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'12", a chord bearing of S.58°13'22"E., and a said curve an arc length of 73.47 feet; (7) thence N.32°24'25"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5597.58 feet, a central angle of 03°28'13", a chord bearing of S.56°06'38"E., and a chord length of 338.98 feet; (8) thence along the arc of said curve an arc length of 339.03 feet to the end of said curve; thence (9) S.56°35'34"E., a distance of 155.08 feet; (10) thence S.54°22'31"E., a distance of 1102.52 feet; (11) thence S.51°00'40"E., a distance of 101.66 feet; (12) thence S.54°20'43"E., a distance of 199.02 feet; (13) thence S.48°43'03"E., a distance of 100.71 feet; (14) thence S.54°22'31"E., a distance of 447.75 feet to the POINT OF BEGINNING. That portion of the North Half of the Southwest Quarter of the Northwest Quarter of Section 34, lying West of River Road (County Road No. 777); also that portion of the Southeast Quarter of Section 34, lying West of the Myakka River, South of the South line of lands described in Official Record Instrument No. 2000002794, Public Records of Sarasota County, Florida (River Road Office Park, Inc.), and easterly of the maintained right of way line of a paved road running from River Road to the South line of the Northeast Quarter of said Section 34, (Old River Road), less and except the following: That portion described in Official Record Instrument No. 1999111833, Public Records of Sarasota County, Section 35 lying West of the Myakka River. Also, a portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence N.89°04'43"W., along the South line of said Section 32, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 634, of the Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive Easement per Official Records Book 2785 at Page 641, a distance of 1400.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2172, of the Public Records of Sarasota County, Florida; thence along the westerly extension and boundary of said lands described in Official Records Book 1571, at Page 2172 the following two (2) courses: (1) S.89°29'35"E., a distance of 1960.21 feet; (2) thence N.00°30'25"E., a distance of 2062.70 feet to the Northeast corner of said lands; thence S.48°24'50"E., a distance of 2914.38 feet to the Southwest corner of lands described in Official Records Instrument 1998166154, of the Public Records said lands described in Official Records Instrument 1998166154 the following three (3) courses: (1) S.89°58'33"E., a distance 676.50 feet; (2) thence N.00°01'27"E., a distance of 752.33 feet; (3) thence N.28°06'22"E., a distance of 362.06 feet to a point on the southerly right of way line of U.S. Highway No. 41, as per Florida Department of Transportation Right of Way Map, Section 17010-2508, said point being on a curve concave to the northeast and having a radius of 3011.73 feet, a central angle of 14°28'18", a chord bearing of S.72°07'12"E. and a chord distance of 758.67 feet; thence in an easterly direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°16'02"W., along the West line of said Section 34, and leaving said southerly right of way line, a distance of 379.82 feet; thence S.89°37'27"E., a distance of 1329.90 feet to a point on the westerly right of way line of County Road #777 (South River Road) as per

Florida Department of Transportation Right of Way Map, Section 17550-2601; thence along said westerly right of way line, the following six (6) courses; (1) S.00°07'30"W., a distance of 5.48 feet; (2) thence S.89°23'52"E., a distance of 9.74 feet; (3) thence S.36°39'07"E., a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of S.35°38'40"E. and a chord distance of 196.90 feet; (4) thence southeasterly, along the arc of said curve, an arc distance of 196.91 feet to the end of said curve; (5) thence N.55°21'47"E., radial to the last described curve, a distance of 20.00 feet to a point on a curve concentric with the last described curve and having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of S.26°52'28"E. and a chord distance of 1517.98 feet; (6) thence in a southerly direction along the arc of said curve, an arc distance of 1522.64 feet to the Northeast corner of lands described in Official Records Instrument 2000002794, of the Public Records Sarasota County, Florida; thence S.78°41'04"W., along the northerly line of said lands described in Official Records Instrument 2000002794, a distance of 2240.20 feet to the Southeast corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W., along the South line of said Section 33, a distance of 5318.90 feet to the POINT OF BEGINNING.

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 3, less and except the following: That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page 2750-2754, of the Public Records of Sarasota County, Florida (County Road No 777); That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.); The maintained right-of-way of County Road No.777 (South River Road). All of Section 4, Less and except the following: That portion described in Official Record Instrument No. 2000002794, of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.). All of Section 5, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 6, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 7, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 8. All of Section 9. All of Section 10, less and except the following: The maintained right-of-way for County Road No. 777 (South River Road) ALL OF THE ABOVE ARE SUBJECT TO EASEMENTS OF RECORD, OR OTHERWISE, USED FOR DRAINAGE, UTILITIES AND/OR INGRESS AND EGRESS.

The above described property contains a total of 8193.7478 acres more or less.

(2) The territorial limits of West Villages Improvement District shall also embrace and include those parcels of land described as follows:

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:
All that part of Section 21, as lies Southwesterly of County Road # 777 (West River Road). All that part of Section 28 lying West of County Road # 777 (West River Road). All that part of Section 32, described as follows:

Commence at the Northeast corner of said Section 32; thence S.00E30°23"W., along the easterly line of the Northeast 1/4 of said Section 32, a distance of 2658.68 feet to the southeast corner of said Northeast 1/4; thence N.89E23°27"W. a distance of 290.00 feet to the POINT OF BEGINNING; thence N.00E30°23"E., parallel with the easterly line of said Section 32, a distance of 2497.34 feet to the southerly right-of-way of U.S. Highway 41, being a point on a curve to the left the center of which lies S.06E30°20"W., a radial distance of 5603.58 feet; thence along the arc in a westerly direction, passing through a central angle of 01E13°57", a distance of 120.53 feet; thence S.00E30°23"W., a distance of 5165.77 feet; thence

S.89E05'08"E., a distance of 120.00 feet; thence N.00E30'23"E., a distance of 2657.98 feet to the POINT OF BEGINNING.

All that part of Section 33, described as follows: Commence at the NW corner of Section 33, Township 39 South, Range 20 East, Sarasota Florida; run thence S.0 degrees 30'44"W. along the westerly line of said Section 33, 105.39' to the centerline of U.S. 41; thence continue S.0 degrees 30'44"W. along said westerly line 1372.36'; thence S.89 degrees 29'16"E. along the northerly line of Tract, 810' to the POINT OF BEGINNING of said centerline of said 200 foot wide Tract; thence N.0 degrees 30'44"E., parallel to the said westerly line of Section 33, 1078.74' to the southerly right-of-way line of U.S. 41 (right-of-way being 100 feet from centerline at this point) for a POINT OF TERMINATION.

All that part of Section 34 described as follows:

The North Half of the Northwest Quarter of the Southwest Quarter lying South of U.S. Highway #41 (State Road #45) and West of the right of way of County Road #777 (as realigned) in Official Records Book 2679 at Pages 2750-2574, LESS the following described lands: East 200' (as measured along the South Right-of-Way of Tamiami Trail, or arc distance) of the West 392.7 feet measured along the South Right-of-Way of said Tamiami Trail, arc distance; on the following described property: That portion of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, lying South of Tamiami Trail and being more particularly described as follows: Begin at the West 1/4 of section corner of Section 34, Township 39 South, Range 20 East and run South on the section line 196.71 feet to the South Right-of-Way line of the Tamiami Trail for a Point of Beginning; thence continue S.89E58'00"E 659 feet; thence N.00E00'20"W 424.57 feet to the South Right-of-Way of the said Tamiami Trail; thence in a Northwesterly direction along the curve of said Tamiami Trail a distance of 662.5 feet to the Point of Beginning. Said above described lands being more particularly described and surveyed as follows: Commence at the West quarter corner of said Section 34, thence South along the Westerly section line of said Section 34, a distance of 668.85 feet; thence S.89E58'00"E. a distance of 190.40 feet to the Point of Beginning of this description. Thence N.00E00'00"E. a distance of 350.24 feet to a point on the Southerly Right-of-Way line of Tamiami Trail also known as STATE ROAD No. 45. And U.S. 41 as per Florida Department of Transportation Right-of-Way maps Section No. 17010-2508 (204' Right-of-Way) said point also being on the arc of a circular curve to the left whose radius point bears N.06E36'51"E., thence along the arc of said curve in an easterly direction through a central angle of 03E48'13", having a radius distance of 3011.73 feet, an arc distance of 199.93 feet; thence South leaving said Right-of-Way line a distance of 333.93 feet; thence N.89E58'00"W. a distance of 199.22 feet to the Point of Beginning; The NE 1/4 of the SW 1/4, lying easterly of right of way for County Road #777 (as realigned) as per Official Records Book 2679, at Pages 2750-2754, Less the NW 1/4 of the NE 1/4 of the SW 1/4, Also Less lands described in Official Records Instrument Number 1999111833; That part of the West Half of the SE 1/4, lying westerly of maintained right of way for South River Road (Old River Road), and northerly of lands described in Official Records Instrument Number 1999111833.

IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 15, less and except the following: The maintained right-of-way for County Road #777 (South River Road); Right-of-way conveyed in Official Records Instrument Number 2000163556.

All of Section 17, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida; Maintained right-of-way for County Road #777 (South River Road).

All of Section 21, less and except the following: Maintained right-of-way for County Road #777 (South River Road); The SW 1/4 of the SE 1/4; The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road #777 (South River Road); Right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida; Right-of-way conveyed in Official Records Instrument Number 2000163556.

Parcel Contains 3739.9714 Acres more or less.

(3) The territorial limits of West Villages Improvement District shall also embrace and include those parcels of land described as follows:

PARCEL 1:

A portion of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East and portions of Section 3 & Section 4, Township 40 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

Beginning at the Northwest corner of aforesaid Section 273, Township 40 South, Range 20 East, thence $28^{\circ}N89^{\circ}35'02''W$, a distance of 50.00 feet; thence $S00^{\circ}24'58''W$, parallel with the West line of the Northwest 1/4 of said Section 3, a distance of 2691.22 feet to a point bearing $N89^{\circ}21'22''W$, a distance of 50.00 feet from the Southwest corner of said Northwest 1/4 of Section 3; thence $S00^{\circ}25'01''W$, parallel with the West line of the Southwest 1/4 of said Section 3, a distance of 672.83 feet; thence $S89^{\circ}20'28''E$, a distance of 50.00 feet to the Southwest corner, of the North 1/2, of the North 1/2 of the Southwest 1/4, of said Section 3; thence $S89^{\circ}20'28''E$, along the South line of said North 1/2, of the North 1/2, of said Southwest 1/4 of Section 3, a distance of 2583.87 feet to the West Maintained Right-of-Way Line of County Road 777 (River Road); thence $N00^{\circ}32'56''E$, along said Right-of-Way line parallel with the East line of said Southwest 1/4 of Section 3, a distance of 673.52 feet to an intersection with the South line of the Northwest 1/4 of said Section 3, bearing $N89^{\circ}21'22''W$, a distance of 62.53 feet, from the Southeast corner of said Northwest 1/4, thence $N89^{\circ}21'22''W$, along the South line of said Northwest 1/4 a distance of 69.77 feet to the Westerly Right-of-Way Line of County Road 777 (River Road), per Florida Department of Transportation Right-of-Way Map, Section 17550-2601; thence North along said Westerly Right-of-Way Line the following 3 courses, $N00^{\circ}28'09''E$, a distance of 1273.47 feet to the point of curvature of a curve to the left, having: a radius of 5619.58 feet, a central angle of $14^{\circ}38'51''$, a chord bearing of $N06^{\circ}51'16''W$ and a chord length of 1432.72 feet, thence along the arc of said curve, an arc length of 1436.63 feet, to a point on the South line of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, bearing $N89^{\circ}25'06''W$, a distance of 204.95 feet, from the Southeast corner of said Southwest 1/4 of Section 34; thence continuing Northerly, along said curve to the left, having: a radius of 5619.58 feet, a central angle of $04^{\circ}55'56''$, a chord bearing of $N16^{\circ}38'40''W$ and a chord length of 483.61 feet, along the arc of said curve, an arc length of 483.76 feet, thence $S78^{\circ}41'00''W$, leaving said Right-of-Way Line, a distance of 2240.41 feet to the Point of Beginning.

PARCEL 2:

A tract of land in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Northeast corner of said Section 32, thence S00°30'23"W along the Easterly line of the Northeast 1/4 of said section a distance of 2658.68 feet to the Southeast corner of said Northeast 1/4; thence N89°23'27"W, a distance of 410.00 feet; thence S00°30'23"W, parallel with the West line of the parcel described in O.R. Book 1571, Page 2172, a distance of 1026.52 feet to the Point of Beginning; thence continue along said line S00°30'23"W a distance of 1630.82 feet; thence N89°05'08"W, a distance of 1944.78 feet; thence N60°12'47"W, a distance of 1430.04 feet to the Easterly Right-of-Way of proposed Pine Street Extension to a point on a curve to the right, having: a radius of 2734.79 feet and a central angle of 04°04'25"; the center of which lies S60°12'47"E; (the following two courses are along the Right-of-Way of proposed Pine Street Extension) thence along the arc of said curve, and arc length of 194.44 feet to the end of said curve; thence N33°51'40"E, a distance of 1554.98 feet; thence S89°29'37"E, a distance of 2052.27 feet; thence S43°18'08"W, a distance of 463.99 feet; thence S44°41'45"E, a distance of 293.64 feet; thence S89°29'37"E, a distance of 290.65 feet to the Point of Beginning.

PARCEL 3:

That part of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 lying South of U.S. Highway No. 41 and East of West River Road, and also that part of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 lying South of U.S. Highway 41, Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, less any reservations, conveyances or grants for Right-of-Way purposes for State Road 777 or U.S. Highway No. 41. That portion of land lying in Sarasota County, Florida, South and East of the centerline of a creek, on the following described property:

A part of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, described as follows:

Starting at the centerline of the Intersection of two roads designated as being U.S. 41 a/k/a/ State Route 45, and State Route 777, respectively, and proceeding Easterly along centerline of U.S. 41, 318.2 feet, thence South 54.06 feet to the edge of Right-of-Way of said road to the Point of Beginning; thence Southerly 313.7 feet more or less to the Right-of-Way of State Road 777; thence Northwesterly along the Right-of-Way of State Road 777, 314.85 feet more or less to intersect the Right-of-Way of road U.S. 41; thence Easterly along the Right-of-Way of U.S. 41, 242 feet more or less to the Point of Beginning, less Road Right-of-Way. Less that real property described as:

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

Begin at the intersection of the East existing Right-of-Way line of County Road 777, (River Road) (per Project 17060-2502) and the South existing Right-of-Way Line of U.S. 41 (State road 45/Tamiami Trail) (per project 17010-2508) and the beginning of a curve concave Northerly; thence along said South existing Right-of-Way Line on the arc of said curve having a radius of 3031.73 feet, a central angle of 01°34'27", an arc length of 83.29 feet, the chord for which bears N75°41'59"E to the end of said curve; thence S46°02'32"W, 51.43 feet; thence S36°40'52"E, 92.00 feet; thence S42°00'48"E 150.65 feet; thence S36°40'52"E 148.51 feet; to the beginning of a curve concave Southwesterly; thence along the arc of said curve having a radius of 5829.58 feet, a central angle of 01°04'50" an arc length of 109.95 feet, the chord for which bears S36°08'26"E of the South line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34 and the end of said curve; thence along said line N89°25'37"W, 47.56 feet to the East Maintained Right-of-Way Line of said County Road 777; thence along said Maintained Right-of-Way Line the following three courses, N35°44'19"W, 27.70 feet N32°22'22"W, 178.74 feet; N42°09'34"W, 157.11 feet to the end of said courses and to the East existing Right-of-Way Line of said County Road 777,

thence along said existing Right-of-Way Line N36°40'52"W, 147.48 feet to the Point of Beginning, as per Florida Department of Transportation Right-of-Way Map for County Road 777 (River Road).

PARCEL 4:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 19, Township 40 South, Range 20 East, being more particularly described as follows:

Begin at the Southeast corner of Section 19, Township

40 South, Range 20 East, Sarasota County, Florida; thence the following nineteen (19) courses: (1) N89°07'29"W, along the South boundary of the Southeast 1/4 of said Section, a distance of 38.98 feet; (2) N15°40'44"W, a distance of 138.86 feet, to a point of curve; (3) along the arc of a curve to the left, concave to the Southwest, radius 2860.00 feet, central angle 006°18'09", arc length 314.60 feet, chord bearing N03°47'11"W, a distance of 314.44 feet; (4) leaving said curve, S83°03'44"W, a distance of 242.00 feet; (5) N32°03'29"W, a distance of 270.86 feet; (6) N01°59'24"W, a distance of 281.31 feet; (7) N75°00'00"E, a distance of 279.00 feet; (8) N15°00'00"W, a distance of 282.00 feet; (9) N17°51'45"W, a distance of 100.12 feet; (10) N15°00'00"W, a distance of 157.95 feet, to a point of curve; (11) along the arc of a curve to the right, concave to the East, radius 2650.00 feet, central angle 026°10'26", arc length 1210.57 feet, chord bearing N01°54'47"W, a distance of 1200.07 feet; (12) leaving said curve, N20°23'44"E, a distance of 106.75 feet, to a point of curve; (13) along the arc of a curve to the right, concave to the Southeast, radius 2635.00 feet, central angle 004°43'54", arc length 217.61 feet, chord bearing N15°49'54"E, a distance of 217.55 feet; (14) leaving said curve, N18°11'51"E, a distance of 808.10 feet to the East boundary of the Northeast 1/4 of said Section; (15) S00°51'03"E, along said boundary, a distance of 842.61 feet; (16) S18°11'54"W, a distance of 11.63 feet, to a point of curve; (17) along the arc of a curve to the left, concave to the East, radius 2360.00 feet, central angle 033°11'51", arc length 1367.39 feet, chord bearing S01°35'55"W, a distance of 1348.35 feet, to a point of tangency; (18) S15°00'00"E, a distance of 252.98 feet to the East boundary of the Southeast 1/4 of said Section; (19) S00°52'09"E, along said boundary, a distance of 1352.83 feet to the Point of Beginning.

PARCEL 5:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 20, Township 40 South, Range 20 East, being more particularly described as follows;

Begin at the Southwest corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence the following five (5) courses:

(1) N00°52'09"W, along the West boundary of the Southwest 1/4 of said Section, a distance of 1352.83 feet;

(2) S15°00'00"E, a distance of 452.83 feet, to a point of curve; (3) along the arc of a curve to the right, concave to the Southwest, radius 3140.00 feet, central angle 015°19'11", arc length 839.57 feet, chord bearing S07°20'25"E, a distance of 837.07 feet; (4) leaving said curve, S38°46'04"W, a distance of 111.55 feet to the South boundary of the said Southwest 1/4; (5) N89°10'49"W, along said boundary 133.79 feet to the Point of Beginning.

PARCEL 6:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 20, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Northwest corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°41'36"E, along the North boundary of the Northwest 1/4 of said Section, a distance of 329.23 feet to the Point of Beginning; thence the following nineteen (19) courses: (1) continue S88°41'36"E, a distance of 332.15 feet, to a point on a curve; (2) along the arc of a curve to the right, concave to the Southwest, radius 2069.86 feet, central angle 006°25'24", arc length 232.05 feet, chord bearing S01°27'13"E, a distance of 231.93 feet; (3) leaving said curve, S07°08'50"E, a distance of 110.71 feet; (4) along the arc of a curve to the right, concave to the Northwest, radius 2089.86 feet, central angle 013°26'25", arc length 490.23 feet, chord bearing S11°28'38"W, a distance of 489.11 feet, to a point of tangency; (5) S18°11'51"W, a distance of 151.99 feet; (6) S23°54'29"W, a distance of 100.50 feet; (7) S18°11'51"W, a distance of 876.00 feet; (8) N89°45'45"E, a distance of 490.15 feet; (9) S20°25'44"E, a distance of 267.53 feet; (10) S72°51'21"W, a distance of 509.98 feet; (11) S86°28'35"W, a distance of 264.80 feet; (12) S18°11'54"W, a distance of 58.91 feet to the West boundary of said Northwest 1/4; (13) N00°51'03"W, along said boundary, a distance of 842.61 feet; (14) N18°11'51"E, a distance of 837.43 feet, to a point of curve; (15) along the arc of a curve to the left, concave to the Northwest, radius 1774.86 feet, central angle 004°26'25" arc length 137.55 feet, chord bearing N15°58'38"E, a distance of 137.51 feet; (16) leaving said curve, N23°12'22"W, a distance of 112.00 feet; (17) N09°15'26"E, a distance of 89.52 feet; (18) N24°37'42"E, a distance of 95.15 feet, to a point of curve; (19) along the arc of a curve to the left, concave to the Southwest, radius 1739.86 feet, central angle 010°33'42", arc length 320.71 feet, chord bearing N00°31'23"W, a distance of 320.26 feet to the Point of Beginning.

PARCEL 7:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 17, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 17, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°41'36"E, along the South boundary of the Southwest 1/4 of said Section, a distance of 329.23 feet to a point on a curve, and the Point of Beginning; thence the following twenty eight (28) courses: (1) along the arc of a curve to the left, concave to the Southwest, radius 1739.86 feet, central angle 003°50'15", arc length 116.53 feet, chord bearing N07°43'24"W, a distance of 116.51 feet; (2) leaving said curve, N09°38'31"W, a distance of 707.19 feet, to a point of curve; (3) along the arc of a curve to the right, concave to the East, radius 2079.86 feet, central angle 027°23'07", arc length 994.09 feet, chord bearing N04°03'03"E, a distance of 984.66 feet; (4) leaving said curve, N29°30'38"E, a distance of 104.42 feet; (5) N18°35'52"E, a distance of 755.00 feet; (6) N64°19'55"W, a distance of 259.98 feet; (7) N07°15'30"W, a distance of 363.19 feet; (8) N24°30'14"E, a distance of 246.76 feet; (9) N65°13'52"E, a distance of 110.00 feet; (10) N24°46'08"W, a distance of 861.00 feet; (11) S79°49'39"W, a distance of 69.15 feet to the West boundary of the Northwest 1/4 of said Section; (12) N00°43'52"E, along said boundary, a distance of 893.19 feet, to a point of curve; (13) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 006°06'31", arc length 800.08 feet, chord bearing S21°42'53"E, a distance of 799.70 feet, to a point of tangency; (14) S24°46'08"E, a distance of 426.04 feet; (15) S41°28'05"E, a distance of 104.40 feet; (16) S24°46'08"E, a distance of 532.70 feet, to a point of curve; (17) along the arc of a curve to the right, concave to the Southwest, radius 1046.47 feet, central angle 043°22'00", arc length 792.07 feet, chord bearing S03°05'09"E, a distance of 773.29 feet; (18) leaving said curve, S18°35'52"W, a distance of 300.12 feet; (19) S35°17'49"W, a distance of 104.40 feet; (20) S18°35'52"W, a distance of 471.52 feet, to a point of curve; (21) along the arc of a curve to the left, concave to the East, radius 1774.86 feet, central angle 028°14'23", arc length 874.78 feet, chord bearing S04°28'41"W, a distance of 865.95 feet; (22) leaving

said curve, S09°38'31"E, a distance of 78.16 feet; (23) S67°25'27"E, a distance of 485.80 feet; (24) S09°38'31"E, a distance of 226.00 feet; (25) S80°21'29"W, a distance of 386.00 feet; (26) S09°38'31"E, a distance of 144.03 feet, to a point of curve; (27) along the arc of a curve to the right, angle 004°58'33", arc length 179.76 feet, chord bearing S07°09'15"E, a distance of 179.70 feet, to the South boundary of the Southwest 1/4 of said Section; (28) leaving said curve, N88°41'36"W, along said boundary, a distance of 332.15 feet to the Point of Beginning.

PARCEL 8:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 18, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Northeast corner of Section 18, Township 40 South, Range 20 East, Sarasota County, Florida; thence S00°43'52"W, along the East boundary of the Northeast 1/4 of said Section, a distance of 330.52 feet to the Point of Beginning; thence the following seven (7) courses: (1) continue S00°43'52"W, along said boundary a distance of 893.19 feet; (2) S79°49'39"W, a distance of 112.69 feet; (3) N21°36'42"W, a distance of 834.79 feet; (4) N71°23'45"E, a distance of 176.00 feet; (5) along the arc of a curve to the right, concave to the Northeast, radius 7779.44 feet, central angle 003°11'12", arc length 432.68 feet, chord bearing N17°00'39"W, a distance of 432.62 feet, to the North boundary of said Northeast 1/4; (6) leaving said curve, S89°38'43"E, along said boundary, a distance of 286.18 feet; (7) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 002°38'56", arc length 346.95 feet, chord bearing S17°20'09"E, a distance of 346.92 feet to the Point of Beginning.

PARCEL 9:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 7, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southeast corner of Section 7, Township 40 South, Range 20 East, Sarasota County, Florida; thence N89°38'43"W, along the South boundary of the Southeast 1/4 of said Section, a distance of 107.59 feet to the Point of Beginning; thence the following twenty five (25) courses: (1) continue N89°38'43"W, along said boundary a distance of 286.18 feet to a point on a curve; (2) along the arc of a curve to the right, concave to the Northeast, radius 7779.44 feet, central angle 006°30'12", arc length 883.00 feet, chord bearing N12°09'57"W, a distance of 882.53 feet; (3) leaving said curve, S81°05'09"W, a distance of 118.00 feet; (4) N19°11'26"W, a distance of 695.64 feet; (5) N07°43'44"W, a distance of 461.01 feet; (6) N43°38'04"E, a distance of 271.28 feet; (7) N08°06'06"W, a distance of 66.19 feet, to a point of curve; (8) along the arc of a curve to the right, concave to the East, radius 5904.58 feet, central angle 017°12'29", arc length 1773.37 feet, chord bearing N00°30'09"E, a distance of 1766.71 feet; (9) leaving said curve, N38°57'01"W, a distance of 208.91 feet; (10) N20°10'15"W, a distance of 212.74 feet; (11) N14°53'58"E, a distance of 245.57 feet; (12) S75°35'37"E, a distance of 306.00 feet, to a point of curve; (13) along the arc of a curve to the right, concave to the Southeast, radius 5859.58 feet, central angle 006°28'38", arc length 662.42 feet, chord bearing N17°38'42"E, a distance of 662.06 feet, to a point of tangency; (14) N20°53'01"E, a distance of 202.24 feet; to the North boundary of the Northeast 1/4 of said Section; (15) S89°50'37"E, along said boundary, a distance of 288.69 feet; (16) S20°53'01"W, a distance of 304.41 feet, to a point of curve; (17) along the arc of a curve to the left, concave to the Southeast, radius 5589.58 feet, central angle 009°49'02", arc length 957.73 feet, chord bearing S15°58'30"W, a distance of 956.56 feet; (18) leaving said curve, S78°56'01"E, a distance of 15.00 feet; (19) S10°48'41"W, a distance of 49.62 feet; (20) N79°26'37"W, a distance of 30.00 feet, to a point of curve; (21) along the arc of a curve to the left, concave to the East, radius 5604.58 feet, central angle 018°39'29", arc length 1825.10 feet, chord

bearing S01°13'39"W, a distance of 1817.05 feet, to a point of tangency; (22) S08°06'06"E, a distance of 1265.86 feet, to a point of curve; (23) along the arc of a curve to the left, concave to the East, radius 7514.44 feet, central angle 001°06'45", arc length 145.90 feet, chord bearing S08°39'28"E, a distance of 145.90 feet; (24) leaving said curve, S15°23'52"E, a distance of 98.80 feet, to a point of curve; (25) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 006°02'50", arc length 792.05 feet, chord bearing S12°59'16"E, a distance of 791.68 feet, to the Point of Beginning.

PARCEL 10:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 5, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 5, Township 40 South, Range 20 East, Sarasota County, Florida; thence N00°16'50"E, along the West boundary of the Southwest 1/4 of said Section, a distance of 279.24 feet to the Point of Beginning; thence the following thirty two (32) courses: (1) continue N00°16'50"E, along said boundary, a distance of 824.11 feet; (2) N20°53'01"E, a distance of 42.90 feet; (3) N31°07'04"W, a distance of 28.98 feet to said west boundary; (4) N00°16'50"E, along said boundary, a distance of 623.35 feet; (5) N62°12'11"E, a distance of 71.47 feet; (6) S77°06'59"E, a distance of 186.82 feet; (7) N20°53'01"E, a distance of 789.00 feet; (8) N26°35'39"E, a distance of 100.50 feet; (9) N20°53'01"E, a distance of 425.81 feet, to a point of curve; (10) along the arc of a curve to the left, concave to the Northwest, radius 5579.58 feet, central angle 011°44'31", arc length 1143.45 feet, chord bearing N15°00'46"E, a distance of 1141.45 feet; (11) leaving said curve, N17°23'11"E, a distance of 98.66 feet, to a point of curve; (12) along the arc of a curve to the left, concave to the West, radius 5594.58 feet, central angle 001°03'18", arc length 103.01 feet, chord bearing N07°36'51"E, a distance of 103.01 feet, to a point of tangency; (13) N07°05'12"E, a distance of 703.92 feet, to a point of curve; (14) along the arc of a curve to the right, concave to the East, radius 2999.79 feet, central angle 005°56'35", arc length 311.15 feet, chord bearing N10°03'29"E, a distance of 311.01 feet to the North boundary of the Northwest 1/4 of said Section; (15) leaving said curve, S89°05'35"E, along said boundary a distance of 271.65 feet, to a point on a curve; (16) along the arc of a curve to the left, concave to the Southeast, radius 2734.79 feet, central angle 007°08'18", arc length 340.72 feet, chord bearing S10°39'21"W, a distance of 340.50 feet, to a point of tangency; (17) S07°05'12"W, a distance of 703.92 feet, to a point of curve; (18) along the arc of a curve to the right, concave to the West, radius 5859.58 feet, central angle 003°21'18", arc length 343.11 feet, chord bearing S08°45'51"W, a distance of 343.06 feet; (19) leaving said curve, S79°33'30"E, a distance of 15.00 feet; (20) S10°38'30"W, a distance of 41.01 feet; (21) N79°09'30"W, a distance of 15.00 feet, to a point of curve; (22) along the arc of a curve to the right, concave to the Northwest, radius 5859.58 feet, central angle 002°23'24", arc length 244.42 feet, chord bearing S12°02'12"W, a distance of 244.40 feet; (23) leaving said curve, S55°07'00"E, a distance of 262.77 feet; (24) S09°33'47"W, a distance of 321.22 feet; (25) S18°38'56"W, a distance of 205.67 feet; (26) N72°16'01"W, a distance of 267.07 feet, to a point of curve; (27) along the arc of a curve to the right, concave to the Northwest, radius 5869.58 feet, central angle 001°46'19", arc length 181.52 feet, chord bearing S19°59'52"W, a distance of 181.51 feet, to a point of tangency; (28) S20°53'01"W, a distance of 525.81 feet; (29) S09°34'25"W, a distance of 101.98 feet; (30) S20°53'01"W, a distance of 1100.00 feet; (31) S32°11'37"W, a distance of 101.98 feet; (32) S20°53'01"W, a distance of 984.30 feet to the Point of Beginning.

PARCEL 11:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 6, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southeast corner of Section 6, Township 40 South, Range 20 East, Sarasota County, Florida; thence N89°50'37"W, along the South boundary of the Southeast 1/4 of said Section, a distance of 105.06 feet to the Point of Beginning; thence the following six (6) courses: (1) continue N89°50'37"W, along said boundary a distance of 288.69 feet; (2) N20°53'01"E, a distance of 385.04 feet; (3) N09°34'25"E, a distance of 101.98 feet; (4) N20°53'01"E, a distance of 687.10 feet to the East boundary of said Southeast 1/4; (5) S00°16'50"W, along said boundary, a distance of 824.11 feet; (6) S20°53'01"W, a distance of 298.57 feet to the Point of Beginning.

PARCEL 12:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 6, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southeast corner of Section 6, Township 40 South, Range 20 East, Sarasota County, Florida; thence N00°16'50"E, along the East boundary of the Southeast 1/4 of said Section, a distance of 1168.25 feet to the Point of Beginning; thence the following four (4) courses: (1) N31°07'04"W, a distance of 52.24 feet; (2) N01°26'05"W, a distance of 555.62 feet; (3) N62°12'11"E, a distance of 49.70 feet to said East boundary; (4) S00°16'50"W, along said boundary, a distance of 623.35 feet to the Point of Beginning.

PARCEL 13:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 32, Township 39 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 32, Township 39 South, Range 20 East, Sarasota County, Florida; thence S89°05'35"E, along the South boundary of the Southwest 1/4 of said Section, a distance of 1186.16 feet to a point on a curve and the Point of Beginning; thence the following thirty seven (37) courses: (1) along the arc of a curve to the right, concave to the Southeast, radius 2999.79 feet, central angle 012°24'31", arc length 649.67 feet, chord bearing N19°14'02"E, a distance of 648.40 feet; (2) leaving said curve, N64°33'42"W, a distance of 15.00 feet; (3) N25°44'18"E, a distance of 31.57 feet; (4) S63°57'42"E, a distance of 10.00 feet, to a point of curve; (5) along the arc of a curve to the right, concave to the Southeast, radius 3004.79 feet, central angle 007°49'22", arc length 410.25 feet, chord bearing N29°56'59"E, a distance of 409.94 feet, to a point of tangency; (6) N33°51'40"E, a distance of 472.86 feet; (7) N56°08'20"W, a distance of 465.00 feet; (8) N33°51'40"E, a distance of 343.00 feet; (9) N57°23'43"E, a distance of 448.29 feet; (10) S56°08'20"E, a distance of 301.00 feet; (11) N33°51'40"E, a distance of 1735.97 feet, to a point of curve; (12) along the arc of a curve to the left, concave to the Northwest, radius 1784.86 feet, central angle 029°40'15", arc length 924.30 feet, chord bearing N19°01'33"E, a distance of 914.01 feet; (13) leaving said curve, N15°14'39"W, a distance of 97.39 feet, to a point of curve; (14) along the arc of a curve to the left, concave to the West, radius 1754.86 feet, central angle 001°11'25", arc length 36.46 feet, chord bearing N00°35'43"E, a distance of 36.46 feet, to a point of tangency; (15) N00°00'00"E, a distance of 58.72 feet; (16) N29°53'17"W, a distance of 310.15 feet; (17) N17°15'42"W, a distance of 371.53 feet; (18) N89°41'09"W, parallel with and 137.00 feet South of the North boundary of said Section, a distance of 630.77 feet; (19) N00°18'51"E, a distance of 11.00 feet to the existing Right-of-Way for U.S. Highway 41; (20) S89°38'39"E, a distance of 486.38 feet; (21) S86°12'38"E, a distance of 100.18 feet; (22) S89°38'39"E, a distance of 1100.00 feet; (23) S78°20'03"E, a distance of 50.99 feet; (24) S89°38'39"E, a distance of 50.00 feet; (25) N67°28'05"E, a distance of 41.14 feet, to a point of curve; (26) along the arc of a curve to the right, concave to the South, radius 5603.58 feet, central angle 004°47'14", arc length 468.19 feet, chord bearing S87°15'02"E, a distance of 468.05 feet; (27) leaving said existing Right-of-Way and said curve, N89°41'09"W, parallel with and 147.22 feet South of North boundary of said Section, a distance of 843.21

feet; (28) S17°30'35"W, a distance of 342.25 feet; (29) S26°09'49"W, a distance of 306.39 feet; (30) S00°00'00"W, a distance of 66.32 feet, to a point of curve; (31) along the arc of a curve to the right, concave to the West, radius 2069.86 feet, central angle 011°59'25", arc length 433.16 feet, chord bearing S05°59'43"W, a distance of 432.37 feet; (32) leaving said curve, S64°11'45"E, a distance of 392.56 feet; (33) S35°53'55"W, a distance of 1060.72 feet; (34) N61°33'21"W, a distance of 233.04 feet; (35) S33°51'40"W, a distance of 2706.86 feet, to a point of curve; (36) along the arc of a curve to the left, concave to the Southeast, radius 2734.79 feet, central angle 019°38'10", arc length 937.25 feet, chord bearing S24°02'35"W, a distance of 932.67 feet to the South boundary of said Southwest 1/4; (37) leaving said curve, N89°05'35"W, along said boundary, a distance of 271.65 feet to the Point of Beginning.

(4) The territorial limits of the West Villages Improvement District shall no longer embrace and include those parcels of land described as follows:

PARCEL 1:

A Parcel of land in Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida; thence N00°52'08"W, along the East line of the Southeast 1/4 of said Section 19, a distance of 300.13 feet to a point on a line lying 300.00 feet Northerly of and parallel with the South line of said Southeast 1/4 of Section 19; thence N89°07'15"W, along said line lying 300.00 feet northerly of and parallel with the South line of the Southeast 1/4 of Section 19, a distance of 2716.19 feet; thence N89°12'05"W, along a line lying 300.00 feet Northerly of and parallel with the South line of the Southwest 1/4 of Section 19, a distance of 1382.32 feet to the Point of Beginning; thence continue N89°12'05"W, along said line lying 300.00 feet Northerly of and parallel with the South line of the Southwest 1/4 of Section 19, a distance of 1168.62 feet to a point lying 200.00 feet Easterly of and parallel with the West line of said Section 19; thence N00°47'09"E, along said line lying 200.00 feet Easterly of and parallel with said West line of Section 19, a distance of 2727.62 feet; thence N86°45'40"E, a distance of 125.62 feet; thence S88°28'31"E, a distance of 211.61 feet; thence S70°38'32"E, a distance of 189.13 feet; thence S65°14'22"E, a distance of 167.94 feet; thence S64°57'23"E, a distance of 166.26 feet; thence S56°18'11"E, a distance of 190.18 feet; thence S49°50'04"E, a distance of 150.71 feet; thence S00°57'35"E, a distance of 2339.31 feet to the Point of Beginning.

PARCEL 2:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°46'17"E, along the South Line of the Southwest 1/4 of said Section 21, a distance of 6.31 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence N45°58'14"E, along said baseline of survey, a distance of 3267.20 feet; thence S44°01'46"E, perpendicular to said baseline of survey, a distance of 41.51 feet to the Point of Beginning; thence N45°56'43"E, a distance of 629.28 feet; thence S43°52'22"E, a distance of 771.45 feet; thence S46°20'52"W, a distance of 294.90 feet; thence N43°25'39"W, a distance of 205.68 feet; to a point on a curve to the left having a radius of 225.00 feet, a central angle of 91°32'43", a chord bearing of N89°12'00"W, and a chord length of 322.46 feet; thence along the arc of said curve an arc length of 359.50 feet; thence S45°01'39"W, a distance of 58.25 feet; thence N81°29'41"W, a distance of 77.89 feet; thence N44°03'17"W, a distance of 275.37 feet to the Point of Beginning.

PARCEL 3:

A Parcel of land in Section 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest Corner of Section 15, Township 40 South, Range 20 East, Sarasota County, Florida; thence S89°21'19"E, along the South Line of said Section 15, a distance of 49.10 feet, to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence N45°58'14"E, along said baseline of survey, a distance of 3284.46 feet, thence S44°01'46"E, perpendicular to said baseline of survey, a distance of 39.75 feet to the Point of Beginning; thence N45°58'39"E, a distance of 102.13 feet; to a point on a curve to the left having a radius of 706.58 feet, a central angle of 45°29'01", a chord bearing of N23°13'07"E, and a chord length of 546.30 feet; thence along the arc of said curve an arc length of 560.91 feet; thence N00°28'37"E, a distance of 615.74 feet; thence S89°31'23"E, a distance of 178.13 feet; thence S60°22'18"E, a distance of 188.25 feet; thence S32°42'31"E, a distance of 144.47 feet; to a point on a curve to the left having a radius of 150.00 feet, a central angle of 65°32'10", a chord bearing of S12°01'25"E, and a chord length of 162.37 feet; thence along the arc of said curve an arc length of 171.57 feet; to a point on a curve to the right having a radius of 50.00 feet, a central angle of 48°24'34", a chord bearing of S20°35'14"E, and a chord length of 41.00 feet; thence along the arc of said curve an arc length of 42.25 feet; to a point on a curve to the left having a radius of 55.00 feet, a central angle of 53°04'13", a chord bearing of S22°55'03"E, and a chord length of 49.14 feet; thence along the arc of said curve an arc length of 50.94 feet; to a point on a curve to the right having a radius of 50.00 feet, a central angle of 69°28'55", a chord bearing of S14°42'42"E, and a chord length of 56.99 feet; thence along the arc of said curve an arc length of 60.63 feet; thence S20°01'46"W, a distance of 165.04 feet; thence S09°45'21"E, a distance of 198.48 feet; thence S10°32'59"W, a distance of 77.82 feet; thence S24°01'29"W, a distance of 246.18 feet; thence S16°16'56"W, a distance of 52.07 feet; thence S35°57'16"E, a distance of 117.85 feet; thence S87°27'37"W, a distance of 86.98 feet; thence S45°58'19"W, a distance of 25.22 feet; thence S05°31'58"W, a distance of 149.54 feet; thence S45°58'39"W, a distance of 223.39 feet; thence N44°01'21"W, a distance of 622.74 feet; to the Point of Beginning.

PARCEL 4:

A Parcel of land lying in Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N89°24'59"W, along the South line of the Southwest 1/4 of said Section 34, a distance of 204.95 feet to a point on the baseline of survey, as shown on the Sarasota County Right-of-Way Map for River Road (Project No. 95790), same being a point on a curve to the left having a radius of 5729.58 feet, a central angle of 05°13'19", a chord bearing of N16°30'08"W, and a chord length of 522.02 feet; thence along said baseline of Survey, and the arc of said curve, an arc length of 522.20 feet; thence S70°53'13"W, perpendicular to said baseline of Survey, a distance of 110.00 feet to the Westerly Right-of-Way Line of South River Road per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida, same being a point on a curve to the left having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of N26°52'28"W, and a chord length of 1517.98 feet; thence along said Westerly Right-of-Way Line the following four (4) courses: (1) along the arc of said curve an arc length of 1522.64 feet; (2) thence S55°21'47"W, a distance of 20.00 feet to a point on a curve to the left having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of N35°38'40"W, and a chord length of 196.90 feet; (3) thence along the arc of said curve an arc length of 196.91 feet; (4) thence N36°39'07"W, a distance of 71.08 feet to the South line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34; thence N89°37'27"W, along the South line of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, a distance of 4.10 feet to the Point of Beginning, same being the Southwest

corner of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N89°37'27"W, along the South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 34, a distance of 108.43 feet; thence N36°45'48"W, a distance of 427.04 feet to the Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No. 45), per Florida Department of Transportation Right-of-Way Map Section 17010-2508, same being a point on a curve to the left having a radius of 3031.73 feet, a central angle of 01°56'33", a chord bearing of N81°26'05"E, and a chord length of 102.78 feet; thence along said Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No. 45) and the arc of said curve an arc length of 102.78 feet to the intersection of said Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No. 45) and the Westerly Right-of-Way Line of South River Road per Official Records Book 2695, Page 1438, Public Records of Sarasota County, Florida; thence S36°39'07"E, along said Westerly Right-of-Way Line of South River Road, a distance of 439.57 feet to a point on the West line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34; thence S00°09'58"W, along said West line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, a distance of 5.47 feet to the Point of Beginning.

PARCEL 5:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°46'17"E, along the said South line of Southwest 1/4 of Section 21, a distance of 40.25 feet to the Southeasterly Maintained Right-of-Way of South River Road as shown on unrecorded Maintained Right-of-Way Map of River Road, for a Point of Beginning, thence along said Southerly Maintained Right-of-Way Line the following three (3) courses: (1) N45°55'23"E, a distance of 105.80 feet; (2) thence N44°19'24"W, a distance of 4.28 feet; (3) thence N45°58'11"E, a distance of 354.51 feet to the South line of lands described in Official Records Book 986, Page 904; thence along said South line of lands described in Official Records Book 986, Page 904, S88°46'03"E, a distance of 16.74 feet; thence S45°58'11"W, a distance of 464.61 feet to said South line of the Southwest 1/4 of Section 21; thence along said South line of the Southwest 1/4 of Section 21, N88°46'17"W, a distance of 10.59 feet to the Point of Beginning.

PARCEL 6:

A Parcel of land in Section 20 & 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence N89°12'04"W, along the South line of said Section 20, a distance of 60.14 feet to the Northwesterly Maintained Right-of-Way of South River Road as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road a Point of Beginning; thence continue along said South line of Section 20, N89°12'04"W, a distance of 221.97 feet; thence N45°58'11"E, a distance of 1634.22 feet; thence N45°58'06"E, a distance of 1299.84 feet; thence N45°58'15"E, a distance of 425.82 feet to the boundary of lands described in Official Records Instrument No 2000163556; thence S44°02'57"E, along said boundary of lands described in Official Records Instrument No. 2000163556, a distance of 157.69 feet to said Maintained Right-of-Way Line; thence along said Maintained Right-of-Way Line the following six (6) courses: (1) S45°57'54"W, a distance of 640.66 feet; (2) thence S45°58'20"W, a distance of 1300.13 feet; (3) thence N43°57'33"W, a distance of 3.59 feet; (4) thence S45°57'55"W, a distance of 1185.97 feet; (5) thence S43°13'15"E, a distance of 2.20 feet; (6) thence S45°52'56"W, a distance of 75.72 feet to the Point of Beginning.

PARCEL 7:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°46'17"E, along the South Line of the Southwest 1/4 of said Section 21, a distance of 6.31 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence along said baseline, N45°58'14"E, a distance of 554.56 feet; thence S44°01'46"E, perpendicular to said baseline, a distance of 19.73 feet to the Southeasterly Maintained Right-of-Way Line of South River Road as shown on said Sarasota County Maintained Right-of-Way Map for a Point of Beginning; thence along said Maintained Right-of-Way Line the following three (3) courses: (1) N45°58'11"E, a distance of 875.08 feet; (2) thence N45°58'06"E, a distance of 1299.90 feet; (3) thence N45°58'15"E, a distance of 425.85 feet to the boundary of lands described in Official Records Instrument No. 2000163556; Public Records of Sarasota County, Florida; thence along said boundary of lands described in Official Records Instrument No. 2000163556, S44°03'18"E, a distance of 11.89 feet; thence S45°58'15"W, a distance of 425.86 feet; thence S45°58'06"W, a distance of 1299.90 feet; thence S45°58'11"W, a distance of 863.29 feet to the North line of lands described in Official Records Book 986, Page 904, Public Records of Sarasota County, Florida; thence N88°46'03"W, along said North line of lands described in Official Records Book 986, Page 904, a distance of 16.74 feet to the Point of Beginning.

All of Section 3, Township 40 South, Range 20 East, East of the Right-of-Way for State Road 777.

LESS AND EXCEPT a parcel recorded in Deed Book 168, Page 240 described as follows: a strip of land twenty five feet in width on either side of a center line running and described as follows: beginning at a point which is the intersection of the section line between sections 3 and 10, in Township 40 South, Range 20 East, and the centerline of the existing Englewood- Myakka River Road, and running thence East along said section line to the southeast corner of said Section 3, said corner being also the Northeast corner of said section 10. AND All of section 10, Township 40 South, Range 20 East, East of Right-of-Way for State Road 777.

LESS AND EXCEPT a parcel recorded in Deed Book 168, Page 240 described as follows: a strip of land twenty five feet in width on either side of a center line running and described as follows: beginning at a point which is the intersection of the section line between sections 3 and 10, in Township 40 South, Range 20 East, and the centerline of the existing Englewood- Myakka River Road, and running thence East along said section line to the southeast corner of said Section 3, said corner being also the Northeast corner of said section 10.

AND

All of section 15, Township 40 South, Range 20 East, East of right-of-way for State Road 777.

All lying and being in Sarasota County, Florida

Exhibit C

District Conceptual Plan

(Contained on Following Page)

POST ANNEXATION AGREEMENT AMENDMENT EXHIBIT C



Exhibit D

Fire Study

WEST VILLAGES FLORIDA



Fire Station Location Study

North Port, Florida



Emergency Services Consulting International
Providing Expertise and Guidance that Enhances Community Safety

25030 SW Parkway Avenue, Suite 330 Wilsonville, OR 97070

West Villages Developer Agreement (Post Annexation)

West Villages, LLLP

Senior Vice President

John Luczynski

North Port Fire Rescue

Fire Chief

Scott Titus

Deputy Fire Chief

Scott Lane

ESCI extends a special note of appreciation for the project team's extensive knowledge of the West Villages and North Port Fire Rescue operations and for their cooperation with ESCI during the engagement period of this project.

The Fire Station Location Study for the West Villages/North Port Fire Rescue completed by:

Stuart McCutcheon, Eastern Region Director

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EXECUTIVE SUMMARY

The purpose of this study was to conduct a fire station location study within the boundaries of the West Villages, a large Master Planned Community within the City of Northport, Florida. ESCI was contracted by the developer, West Villages, LLLP, to determine the future optimal location for North Port Fire Rescue Station 86, as well as future fire stations that may be required to serve the development at buildout. Through the course of this study, ESCI has reached the following recommendations:

Fire Station Locations within the West Villages Development Project

Construct a New Station 86

At the present time, one fire station would be sufficient to provide coverage to the West Villages Development based on current demand and level of development. ESCI recommends that this station should be sited on the property located at the southwest intersection of Highway 41 and Preto Boulevard. Based on information provided by the developer regarding the pace at which the West Villages project is developing, the design and construction of this facility should begin as soon as possible with a target completion date by the end of 2021. Existing Northport Fire Rescue units will be relocated to the new station along with currently co-located Sarasota County Fire Rescue units.

Future Station 87

The addition of a fire station to cover the southern half of the West Villages Development appears to increase overall fire rescue coverage within the development by up to 40% at build out. However, the need for this fire station may not occur for several years. Tracking the number of Certificates of Occupancy (COs) is an optimal method for determining an appropriate trigger point for the West Villages developer and North Port Fire Rescue to add an additional fire station.

As development proceeds along Manasota Beach Road and points south, and depending upon current market conditions, sales, and the ability of the developer to maintain a consistent pace of progress, once an additional 5,000 Certificates of Occupancy are issued, the next fire station (Station 87) should be at or near completion. Presently, it is estimated that approximately 1,000 COs will be issued annually within the southern half of the West Villages project as progresses. With this in mind, the design phases of an additional fire station located near the intersection of Manasota Beach Boulevard and Preto Boulevard should begin when 2,500 – 3,000 Certificates of Occupancy are issued for that area. This should provide the fire department with ample time to develop and construct a fire station and secure the appropriate additional personnel and equipment, while also providing the developer some safeguards against a market downturn.

West Villages Station Design and Apparatus

Due to the distance of the West Villages Development from other City of North Port fire stations, and the limited means of project access for these resources, ESCI recommends that at least the first of these fire stations are designed to house a ladder company, an engine company, two rescue companies and a battalion vehicle. This investment will ensure that as the West Villages Development grows, the fire department will have the ability to locate the appropriate number of apparatus and personnel to best serve the community.

Future Station 88

Buildout of the West Villages project will take several years to complete. The need for a third fire station located at River Road and the northwest corner of the 63-acre park site may not occur for a long period of time; possibly 20 years or more in the future. Similar to the construction of Station 87, if development is continuing at a predictable rate and the developer perceives that an additional 5,000 COs would be issued within the proposed first due response area of that location, the West Villages developer and the City of North Port should work together to ensure that adequate time is provided (2 to 2 ½ years) to design, construct, equip and staff an additional fire station. However, if development does not occur or the demand is not present to support the construction and permanent staffing of a third fire station within the West Villages Development, North Port should evaluate other areas within the North Port Fire Rescue District in which an additional fire station would be more impactful.

Future North Port Fire Rescue Stations

The review and analysis of North Port's performance indicates that there are most likely underserved areas that currently exist within other areas of the City. Although providing fire rescue coverage to future development is important to ensure that the growth of public safety resources keeps pace with development, it is equally important to ensure that currently populated areas also have access to resources. An in-depth analysis of the remainder of North Port Fire Rescue's performance and resource needs is outside the scope of this study; however, the consideration of when and where to locate permanent capital assets, as well as provide the recurring funding for staffing and other operational costs, should be evaluated holistically.

Summary

The construction and habitation of a new North Port Fire Station 86 should occur as soon as possible. The developer has agreed to fund this facility and North Port Fire Rescue staffing is currently present at the Sarasota County Fire Rescue Station 26. Should Sarasota County opt not to also relocate with North Port Fire Rescue or relocate personnel to an area outside of the effective response range for the West Villages, the department should strongly consider hiring additional staffing to service the West Villages Development, both for current and future delivery of services.

A second and third fire station are not currently required within the West Villages Development as the infrastructure and occupancies are not yet in place. However, as development begins in the southern and or eastern areas of the West Villages project and within North Port's fire district, the City should evaluate whether adding additional fire stations or personnel will provide the greatest benefit to the entire community. The developer has tentatively agreed to consider funding a second fire station location in approximately 5-7 years when the development reaches buildout in that area. At that point, North Port Fire Rescue could potentially staff that location with personnel from the new Station 86, hire additional staffing, or choose another option based on the conditions present at that time. Due to the relative remoteness of the West Villages Development project and a single point of access at Highway 41 for the balance of North Port's fire rescue resources, multiple units will be required within the West Villages Development to adequately respond to service demand.

A third fire station location was identified within this study; however, current projections place the need for this facility as far out as 20 years into the future. Additionally, the West Villages project will be simultaneously developing south of the North Port Fire Rescue District into areas of unincorporated Sarasota County and the Englewood Area Fire Control District. Due to the level of uncertainty about the conditions that will be present within the West Villages Development and the City of North Port 20 years in the future, ESCI recommends that land be allocated for a fire station at River Road and the northwest corner of the 63-acre park site. But, a third fire station is not required or desired at this time and is not currently needed to meet service demand. Additionally, the response from Sarasota County and the Englewood Area Fire Control District may also influence or impact the decisions made by North Port at the time a third station may become warranted.

Finally, the North Port Fire Rescue District has a responsibility to provide services to all citizens within their District. ESCI recommends that a holistic system evaluation of service delivery capabilities and a gap analysis be conducted prior to committing capital expenditures, equipment, and resources to any location within the District.

PROJECT OVERVIEW

The developer, West Villages, LLLP, has proposed a large Master Planned Community known as the West Villages located along the southwestern boundary of the City of North Port, Florida. The developer has secured the services of Emergency Services Consulting International (ESCI), a professional fire rescue and EMS consulting firm, to determine the optimal location for North Port Fire Rescue Station 86, as well as future fire stations that may be required to mitigate the impact of the proposed development at buildout on the level of fire and EMS services provided locally within the West Villages and generally within the City of North Port.

Project Summary

The primary objective of the study is to provide an independent and comprehensive analysis, along with benchmark comparisons and recommendations, of the development's impact on fire and EMS services within the City of North Port. The study is intended to assist the West Villages, LLLP and North Port Fire Rescue in efforts to evaluate agency operations throughout the service area. When complete, the findings and recommendations of this study will be used as a planning resource to assist both the West Villages, LLLP and the City in strengthening emergency service delivery based on logical efficiencies and comparison to industry standards and best practices. This study represents a joint effort, which was funded by the West Villages, LLLP, to provide complete transparency between the West Villages, LLLP, the City of North Port, and ESCI; a cooperative effort which was maintained throughout this process.



Data utilized in this report was provided by the West Villages, North Port Fire Rescue, and the Sarasota County Public Safety Communications Center and represents the most current and accurate information available at the time of the study.

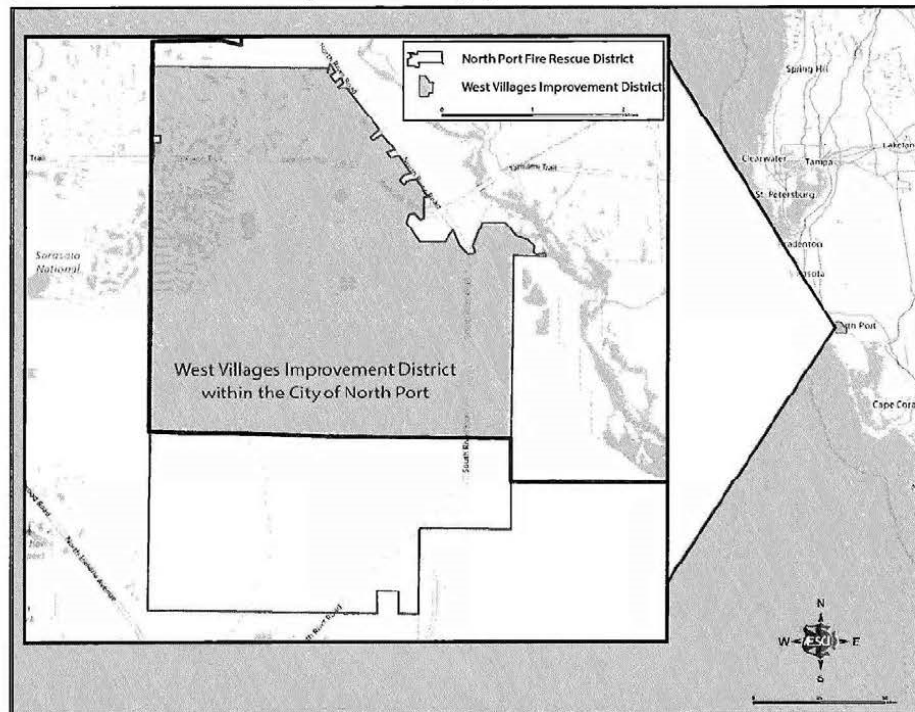
Background

During the initial planning phases of the West Villages project, the need for additional fire station locations was recognized mutually by both the developer of the West Villages project and the City of North Port. In July 2006, a General Principles (GP) Agreement was completed that identified the need for up to three fire stations within the development. However, neither a specific number of fire stations nor identified locations were decided upon at that time. The economic recession of 2008 halted much of the development of the West Villages. Because of this, some of the items in the original GA Agreement were placed on hold as the economy recovered.

Conditions have changed significantly since 2008, including the developer and fire department leadership, market conditions, and views on the delivery of public safety services. Since 2018, the developer of the West

Villages project and North Port Fire Rescue have worked to develop a post annexation agreement, reaffirming the need for fire rescue stations within the West Villages.

Figure 1: West Villages, Florida Overview



To ensure that any proposed future fire stations meet the needs of the development and the City and fit within the overall fire and EMS deployment methodology across the City of North Port, an agreement was reached to hire an outside consultant. This study, funded by the West Villages, provides the developer and the City with recommendations regarding both the number and location of fire stations needed to effectively "provide services to the West Villages community.

FIRE DEPARTMENT SERVICE DELIVERY AND PERFORMANCE

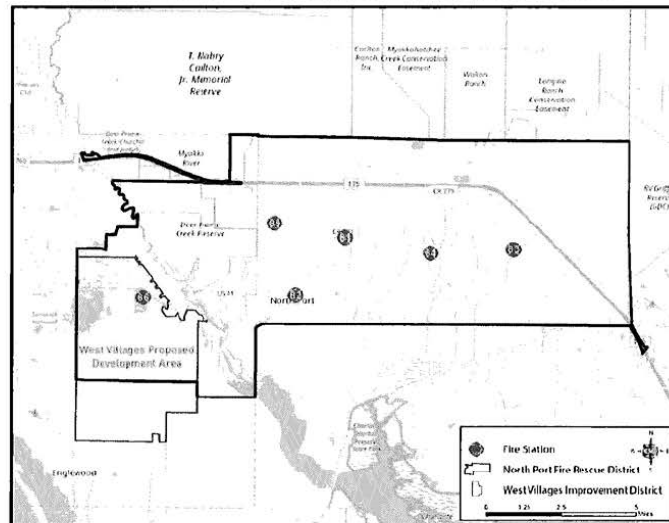
Fire Department Overview

North Port Fire Rescue is a full-service career fire department responsible for fire suppression, rescue, advanced life support emergency (ALS) medical services and other emergencies requiring emergency planning and mitigation throughout the City of North Port. The following figure is a map of the City of North Port showing the West Villages development and its relationship to each of the current North Port fire stations. The nearest fire station is Sarasota County Fire Department Station 26. The City of North Port co-locates fire department



resources within this facility, which it refers to as Station 86. This station is located within the West Villages development (shown in green in the figure below) at 8020 South Tamiami Trail. Since both the location and building condition of the current station are not suited to the needs of the department, particularly as development progresses, the resources currently located at Station 86 will be moved to a new, yet to be determined, location. Relocation of Station 86 and siting of other potential fire stations to optimize future fire rescue and EMS service delivery is the objective of this study.

Figure 2: North Port Fire Rescue Service Area and Fire Stations



Projected Community Development

The West Villages development represents a significant change to the City of North Port. At buildout, this project may increase the population of the City up to 35,000 over the next 10 to 15 years. Concurrently, the City will continue to experience growth in other areas. Furthermore, the North Port Fire Rescue District covers an area larger than just the City of North Port. The current, estimated population of the District based on the boundary information provided is 75,081. The median age is 47.2 and the average household size is 2.5 per household. The median household income in the District is \$55,683. Growth estimates for North Port (2019-2024) suggest an approximate 1.5% annual growth for the City, excluding the West Villages.



As the population and demographics change, the fire department will have to monitor how these movements of people affect the delivery of services. For example, older populations tend to have a higher demand for services than young or middle-aged populations. As the West Villages development is targeted for retired or near retired persons, this area may experience increases in demand over time as the community continues to age.

Staffing

Overview



North Port Fire Rescue delivers services to the community via three shifts, each working 24 hours followed by 48 hours off, and are deployed from six fire stations across the City of North Port. The daily shift staffing across the City consists of 37 firefighters with a total operational staffing of 105. Additionally, there are 17 administrative staff positions within the department managing the day-to-day operations of the organization, for a total of 128 positions within the department. Finally, through an interlocal agreement with Sarasota County, Station 86 also houses three firefighters from Sarasota County Fire Department, effectively increasing the operational staffing to 40 firefighters per day.

Fire department staffing is divided into two distinctly different groups. The first group is "Operations Staffing." Operations Staffing is comprised of emergency response personnel. The second group is "Administrative Staffing." Administrative Staffing provides the support needed by operational personnel to effectively respond to and mitigate emergencies.

Operations Staffing

Industry standards define staffing for fire department operations based on the fire dynamics of a modern structure fire, essential tasks that must be performed with first arriving apparatus at a fire to save lives and reduce property loss, and upon the need to transport patients to a hospital facility within the “Golden Hour,” which is critical for stroke, cardiac, and trauma patients. For example, NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, provides the following recommendations for acceptable staffing assembly and response times to fire-related incidents:

Figure 3: Initial Alarm Assignment (NFPA 1710 Standard)

Initial Alarm Assignment, Residential Structure Fire Response				
Department Characteristics	Demographic	Assembly Staffing	Response Time	Frequency of Time
Career	With Aerial	15	8 minutes	90% of the time
Career	Without Aerial	14	8 minutes	90% of the time

Source: Assistance to Firefighter Grant Portal

- Currently, North Port Fire Rescue has an operational staff of 105 personnel divided into three shifts of 37 personnel per shift. Based upon the current number of apparatus and the staffing recommendations of NFPA 1710, the following figure shows the minimum daily staffing the City would need to maintain.

Figure 4: Actual Operational Staffing Needs

Estimated Number of Staff Required Per Shift		
Vehicle	Minimum Staffing Needed	Total
3 Engines/3 Ladder Trucks	4 per apparatus	24 seated positions
5 ALS ambulances	2 per vehicle	10 seated positions
1 Mobile Water Supply Tanker	2 per vehicle	2 seated positions
1 Battalion Chief	1 per vehicle	1 seated position
Total required NFPA 1710 Standard Staffing:		37 seated positions

The primary responsibility of a fire department is the delivery of fire and rescue services. Time is a critical factor when an emergency is reported and so is adequate staffing.

Critical tasks require personnel to work in teams of two or more, for safety reasons, and include but are not limited to:

- Scene safety
- Search and rescue
- Fire attack
- Exposure Protection
- Ventilation
- Rapid Intervention Crew
- Early defibrillation and CPR
- Trauma Interventions

Tasks that must be performed at a fire incident can be broken down into three priorities: life safety, incident stabilization, and property/environmental conservation. Life safety tasks involve search and rescue procedures for victims. Incident stabilization involves the delivery of sufficient water to control and extinguish the fire and to create a suitable working environment for firefighters to perform essential tasks. Property/Environment conservation involves ventilation, water run-off containment, and salvage and overhaul as needed. Incidents, such as motor vehicle accidents, EMS, and other rescues also involve a high degree of safety to extricate victims, perform medical evaluations, and administer critical care quickly and safely. Cardiac arrests outside of the hospital setting have less than a 10 percent chance of survival. If North Port Fire Rescue can provide advanced life support intervention of CPR and early automated external defibrillation (AED) within 4 minutes of the event, survival chances for patients will increase, without it, the chances decrease every minute by 7–10 percent.¹

The 2020 Edition of NFPA 1710 specifies the number of firefighters assigned to a particular response apparatus, often characterized as a "minimum of four personnel per engine company."

ESCI notes that the more critical issue is the number of firefighters that are assembled at the scene of an incident in conjunction with the scope and magnitude of the job tasks expected of them, regardless of the type or number of vehicles upon which they arrive. Setting the staffing levels is a determination that is made at the community level based on risk, capability, and citizen expectations. There are not mandated requirements that fit all situations, although NFPA 1710 has objectives to meet regarding the number required for some typical scenarios.

¹ <https://www.heart.org/-/media/files/about-us/policy-research/fact-sheets/out-of-hospital-cardiacarrest.pdf?la=en&hash=66774CD854D032774F5337934712865D5B1CE3DC>

Some terms are used nearly interchangeably, such as the assembly of firefighters on an incident, which may be called the "Initial Full Alarm Assignment," or an "Effective Firefighting Force" (EFF), or "Effective Response Force" (ERF). ESCI has identified the NFPA 1710 staffing levels for this effective response force for three different scenarios in the following discussion to provide the reader with an idea of service level demand.²

The following figure describes an initial full alarm assignment for a single-family 2,000 square foot 2-story residential structure fire without a basement and with no exposures.

Figure 5: Initial Full Alarm Assignment for Residential Structure Fire

Initial Full Alarm Assignment—2,000 SF Residential Structure Fire	
Incident Commander	1
Water Supply Operator	1
2 Application Hose Lines	4
1 Support member per line	2
Victim Search and Rescue Team	2
Ground Ladder Deployment	2
Aerial Device Operator	1
Incident Rapid Intervention Crew (2 FF)	2
Total	15

Assuming that North Port maintains the minimum daily staffing requirement of 37 seated positions, it can be anticipated that a single-family residential structure fire will require the efforts of almost half of the on-duty North Port Fire Rescue firefighters. This leaves 22 firefighters to handle simultaneous emergency calls that may occur elsewhere in the City.

The following figure describes an initial full alarm assignment for an open-air strip type shopping center fire.

² NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (National Fire Protection Association 2016 ed.) Article 5.2.4 Deployment.

Figure 6: Initial Full Alarm Assignment for Strip Shopping Center

Initial Full Alarm Assignment Open Air Strip Shopping Center (13,000 SF to 195,000 SF)	
Incident Commander	1
Water Supply Operators	2
3 Application Hose Lines	6
1 Support member per line	3
Victim Search and Rescue team	4
Ground Ladder Deployment	4
Aerial Device Operator	1
Rapid Intervention Crew (4FF)	4
EMS Care	2
Total	27

The ERF for an open-air strip shopping center is 27 firefighters. If there are 37 firefighters on duty in the City, the ERF for a strip mall fire can be accomplished with on duty North Port Fire Rescue personnel, but this leaves only 10 firefighters available to respond to additional calls in the City.

Battalion Chiefs

The City of North Port's operations personnel are managed by three Battalion Chiefs who are responsible for coordinating, maintaining, and planning day-to-day operations. Most importantly, the Battalion Chiefs are responsible for incident command and safety at emergency incidents. Additional station growth will require adding another battalion to reduce the travel time for emergency incidents and other day-to-day operations. The National Incident Management System (NIMS)/Incident Command System (ICS) states the span of control for any officer is 5-7, with 5 the optimum number of direct reports.

Administrative and Support Staffing

North Port Fire Rescue administration is responsible for ensuring the operational segment of the department has the ability and means to respond to and mitigate emergencies in a safe and efficient manner. An effective balance of administration and support services compared to operational resources is critical to the success of a response agency.

Although some administrative positions are also tasked with operational duties, insufficient staffing of the administrative and support functions creates situations where important organizational activities are delayed or completely missed. When administrative members are engaged in operational duties, administrative duties are placed on hold during the emergency.

The following figure reviews the administration and support organizational structure of North Port Fire Rescue.

Figure 7: North Port Fire Rescue Administrative and Support Staffing

Position Title	Number of Positions	Hours Worked Per Week	Work Schedule
Administrative or Support	Individuals who provide services mainly intended to manage, plan, or support the activities the agency and its programs.		
Fire Chief	1	40	M-F
Deputy Chief of Operations	1	40	M-F
Division Chief of EMS	1	40	M-F
Division Chief of Administrative Services/Emergency Management	1	40	M-F
Captain – EMS Training	1	40	M-F
QI Officer	1	40	M-F
Fire Marshal	1	40	M-F
Captain – Training	1	40	M-F
Logistics Officer	1	40	M-F
Executive Assistant	1	40	M-F
Business Services Coordinator	1	40	M-F
Building Technician III	1	40	M-F
Desktop Services Administrator	1	40	M-F
Fire Inspector and Plans Examiners	4	40	M-F

ESCI recommends a general target for administrative and support staff to operational staff to be between 12–15 percent. North Port Fire Rescue has a current ratio of 16.2 percent. As the expansion of the organization occurs within the West Villages, this ratio is expected to decrease approximately one percent for each new fire station.

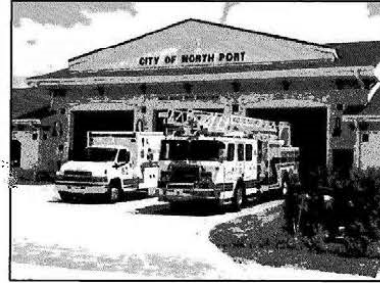
Capital Assets

Station 81: 4980 City Center Boulevard, North Port, FL 34286

Daily Staffing: 1 Lieutenant, 6 Firefighters

Apparatus

- Engine 81 – 2009 Pierce Arrow XT Rescue Pumper
 - 1,250 gallon per minute (gpm) pump
 - 1,000-gallon water tank
- Tanker 81 – 2005 Kenworth Tender
 - 1,250 gallon per minute (gpm) pump
 - 3,000-gallon water tank
- Rescue 81 – 2009 GMC MedTec
 - Advanced Cardiac Life Support (ALS) Unit



Station 82: 5650 North Port Boulevard, North Port, FL 34287

Daily Staffing: 1 Lieutenant, 5 Firefighters

Apparatus

- Truck 82 – 2018 Pierce Velocity 75' Aerial
 - 1,750 gallon per minute (gpm) pump
 - 500-gallon water tank
 - Advanced Life Support (ALS) Unit
- Rescue 82 – 2016 Road Rescue Frontline
 - Advanced Cardiac Life Support (ALS) Unit



Station 83: 3601 E. Price Boulevard, North Port, FL 34288

Daily Staffing: 1 Lieutenant, 3 Firefighters

Apparatus

- Engine 83 – 2015 Pierce Impel
 - 1,250 gallon per minute (gpm) pump
 - 1,000-gallon water tank



Station 84: 1350 Citizens Parkway, North Port, FL 34288

Daily Staffing: 1 Battalion Chief, 1 Lieutenant, 5 Firefighters

Apparatus

- Truck 84 – 2016 Pierce Velocity 75' Aerial
 - 1,750 gpm pump
 - 500-gallon water tank
 - Technical Rescue Team (TRT) Unit
- Rescue 84 – 2016 Road Rescue Frontline
 - Advanced Cardiac Life Support (ALS) Unit
- RAV 84 – 2003 Ford F550
 - Rapid Attack Vehicle (RAV)
 - 250 (gpm) pump
 - 250-gallon water tank
 - Class III Hitch for towing TRT Trailer
- Battalion 8 – 2015 Chevy Tahoe
 - Incident Command Vehicle



Station 85: 1308 N. Biscayne Drive, North Port, FL 34291

Daily Staffing: 1 Lieutenant, 5 Firefighters

Apparatus

- Engine 85 – 2016 Pierce Impel
 - 1,250 gallon per minute (gpm) pump
 - 1,000-gallon water tank
- Rescue 851 – 2009 GMC MedTec
 - Advanced Cardiac Life Support (ALS) Unit



Station 86 / Sarasota County Station 26: 8020 S. Tamiami Trail, Venice, FL 34293

Daily Staffing: 1 Lieutenant, 4 Firefighters

Apparatus

- Truck 86 – 2006 E-One Cyclone
 - Advanced Life Support (ALS) Unit
- Rescue 86 – 2019 Road Rescue
 - Advanced Cardiac Life Support (ALS) Unit



Performance Analysis

The performance of North Port Fire Rescue was evaluated over a three-year period from July 1, 2016 through June 30, 2019. The purpose for conducting a performance analysis is to benchmark the fire department against internal goals, analyze patterns of performance, and provide insights into how future development within the West Villages would affect service delivery.

North Port Fire Rescue has adopted internal performance goals and conducts monthly and quarterly performance reviews to benchmark against. Although the fire department has adopted nine performance goals, those relevant to this study include:

- An average response time of six-minutes for emergency medical responses
- An average response time of seven-minutes for fire responses

This section will review North Port's performance based on NFPA 1710 and ISO criteria, as well as internally adopted performance goals. As each performance metric is examined, it is important to understand that decisions should not be based solely on any individual finding, but instead on the overall conclusions supported by the data.



Service Demand

The ways in which demand for service occur often follow predictable patterns over time. To identify those patterns occurring in the City of North Port, an analysis of current service demand by incident type and temporal variation using data obtained from the Sarasota County Public Safety Communications Center and North Port Fire Rescue was obtained. Incident types were selected based on the classification system established by the National Fire Incident Reporting System (NFIRS) and by the data's temporal variation examined by month, day and by hour.

In the figure below, incidents were categorized by type to provide a global comparison of the nature of service demand for North Port's service area. This data represents demand for service from January 1, 2015 through December 31, 2018.

Figure 8: Service Demand by Incident Type: 2015-2018

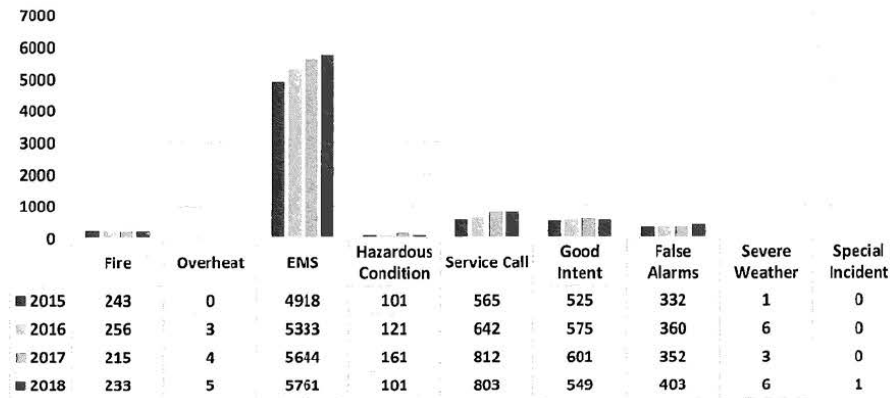
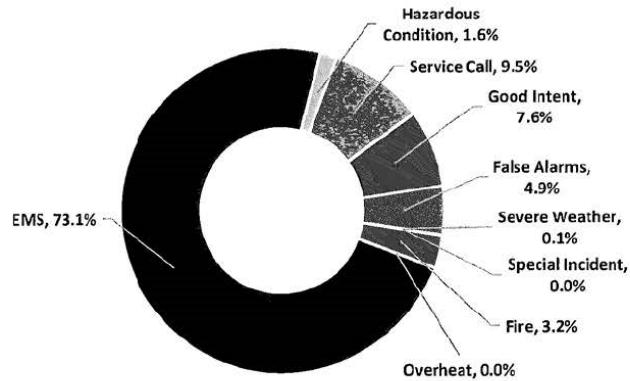


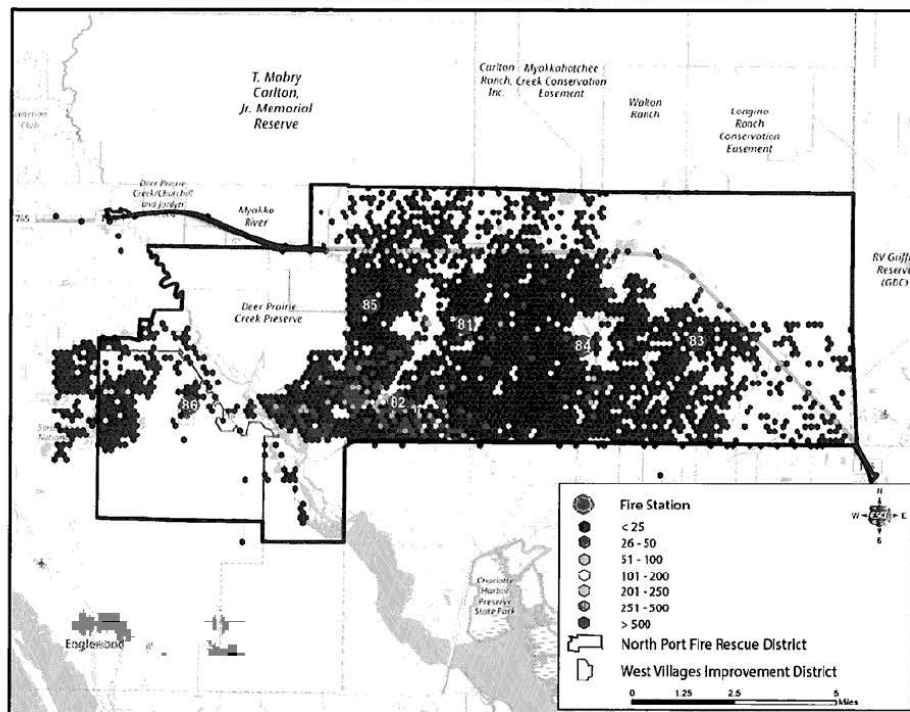
Figure 9: Service Demand by Frequency: 2015-2018



As illustrated in Figure 10 and Figure 11, the majority of service demand is EMS related at 73.1% of total calls for service, followed by service calls at 9.5% and good intent/cancelled enroute responses at 7.6%. Fires represented 3.2% of the total call volume. At less than 5% of the total call volume, the rate of false alarms is relatively low based on ESCI's experience and suggests that North Port has a strong fire prevention program.

Next, service demand by location and frequency of incidents is displayed. Using GIS software, the District was subdivided into 10-acre hexagons and a count of incidents located within each respective polygon was calculated. The results are displayed in Figure 12.

Figure 10: Response Patterns by Incident Count: 7/1/2016 – 6/30/2019



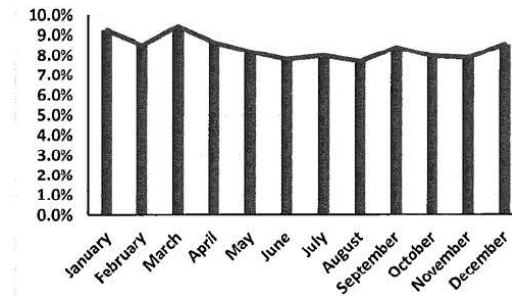
The vast majority of incidents across North Port occur at a rate of <25 calls per 10-acre hexagon; however, a few outliers exist, particularly around Station 82. In this vicinity, numerous hexagons experience counts of 51-100 incidents, with some experiencing counts of 100-200, 201-250, 251-500, and >500 incidents. North Port Fire Rescue should consider further investigation into these areas to determine if community risk reduction efforts could potentially reduce service demand in these high frequency locations.

Temporal Variation

In addition to understanding the types and frequency of service demand, an understanding of when these events occur is critical to the understanding of when system demand will most likely be at its greatest. Knowing when high demand periods occur will assist North Port in determining whether staffing levels are sufficient for the demand and also in scheduling additional duties such as training, fire safety inspections and vehicle maintenance.

The figure below shows the temporal variation in service demand by month. Each month is represented by the percentage of incidents occurring in that month, as compared to the total number of incidents that occurred from July 1, 2016 through June 30, 2019.

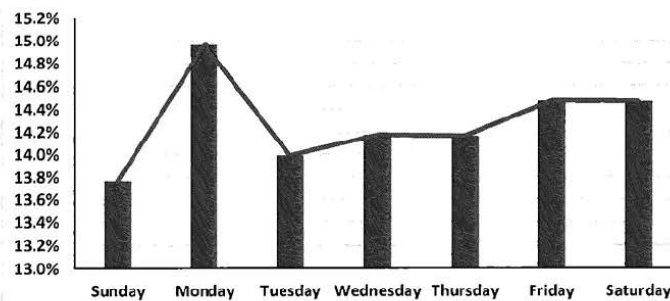
Figure 11: Service Demand by Month of the Year: July 1, 2016 through June 30, 2019



When demand is analyzed by month of year, a pattern common in Florida is present. Demand tends to increase in December, then decline through March and April with the summers having the lowest levels of demand. In most areas, this can be attributed to tourism and transient populations moving in and out of the area.

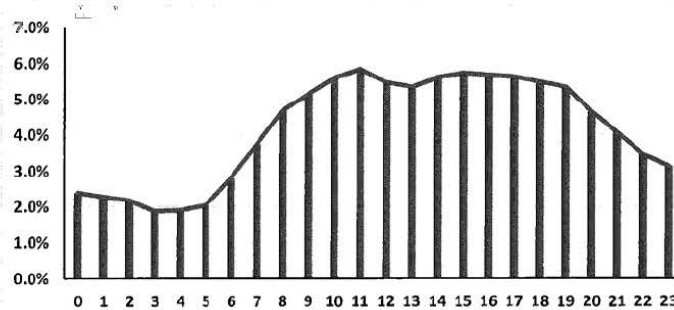
When demand by day-of-week is examined in Figure 14, Mondays stand out as the day when most incidents occurred. Mid-week demand drops off on Tuesdays, then gradually climbs to the next highest levels on Fridays and Saturdays. Sundays experience the lowest levels of demand.

Figure 12: Service Demand by Day of the Week: July 1, 2016 through June 30, 2019



Finally, demand by the hour-of-day is discussed.

Figure 13: Service Demand by Hour of Day: July 1, 2016 through June 30, 2019



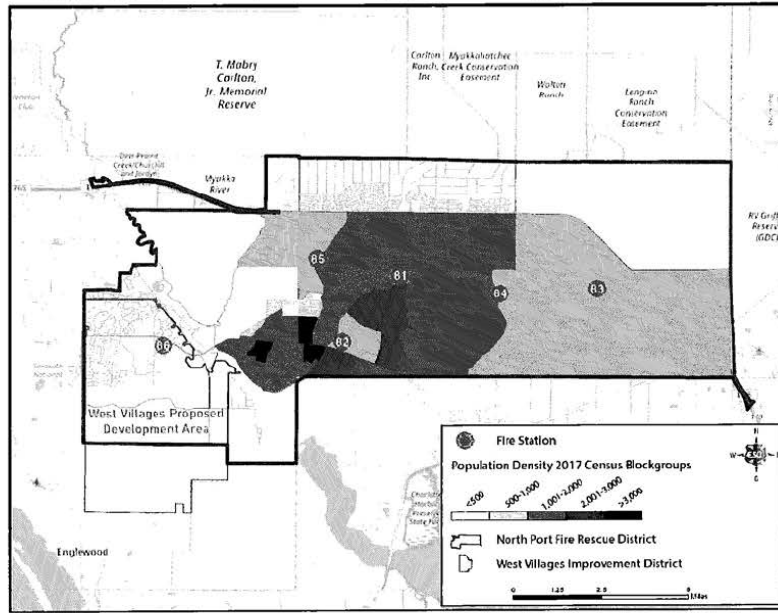
When service demand by hour-of-the-day is analyzed, a common pattern emerges as activity increases during the periods of the day in which people are most active. This pattern is common in most areas across the country and reflects the correlation between people and demand for services. When the greatest levels of demand occur is an important consideration should North Port consider the use of peak demand units or upstaffing during certain times of the day or year to ensure an adequate number of units are available across the City to respond to service demand.

Population Density and Geographical Demand

A major contributing factor to the levels of service demand experienced by a fire department is the population density of the areas served within its jurisdiction. The City of North Port is an urban municipality, with a large percentage of its developed areas exceeding population densities of 3,000 people per square mile. However, future expansion for the City into new areas is somewhat limited. The City of North Port is bordered by the Myakka River State Park to the north, the RV Griffin Reserve to its northwest, and bifurcated by the Myakka State Forest which continues to form the City's southwestern border, as well as abutting developed areas of Sarasota County and the cities of Englewood and Port Charlotte. At buildout, the West Villages project will represent a significant proportion of North Port's population and will likely shift the majority of service demand from traditional areas in the center of the City towards its western boundary.

As the proposed development will have a population density of approximately 2,000 people per square mile, it would be comparable to current residential and commercial areas of North Port. The figure below displays population density by U.S. Census blockgroup, the smallest unit of division in which population estimates are provided annually that is used by the census bureau. Although this data is from the 2017 American Community Survey estimates, it provides the greatest level of detail for population density patterns for the City of North Port. Detailed census block information is updated every ten years following the completion of the U.S. Census survey. Due to the size of blockgroups, the detail of the results can be limited as blockgroups may encompass both highly populated and unpopulated areas within that division.

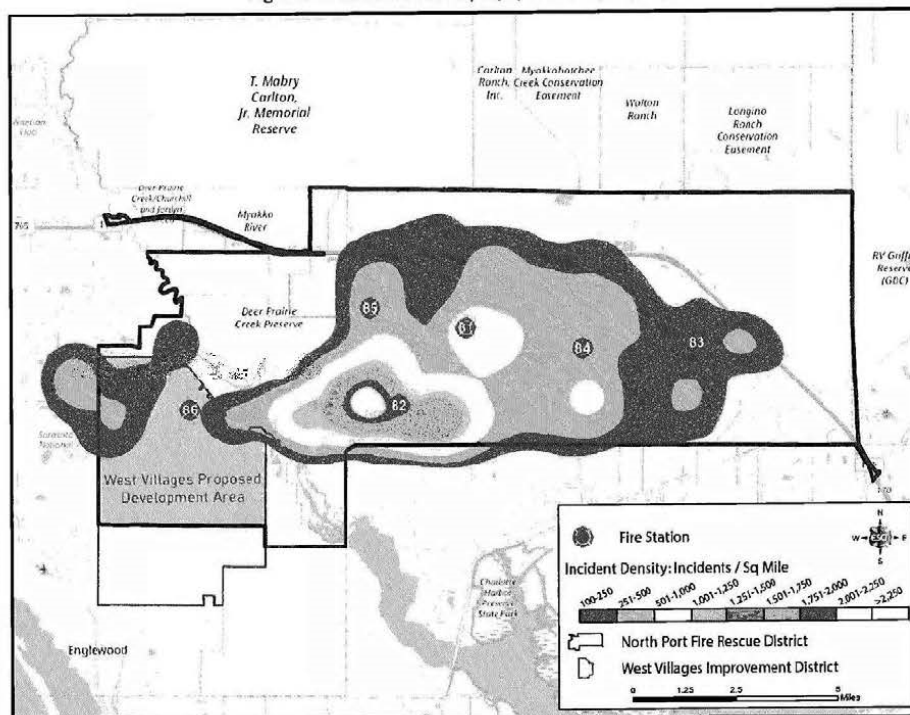
Figure 14: North Port Population Density by Census Blockgroups; 2017 U.S. Census



Based upon the patterns of population density within the North Port service area, assumptions about where demand for services will be greatest. In North Port, the areas with the highest concentration of population density are located around fire station 82 in the center of the City.

The next figure provides an analysis of incident density using three years of fire rescue response data from July 1, 2016 through June 30, 2019. This analysis, commonly referred to as a Hot Spot Mapping, calculates areas of greatest demand based on the density of incidents within an area. This analysis does not indicate how many calls actually occurred within each ring, but instead provides a way to compare each area to one another. In this analysis, each ring is calculated to display incidents per square mile and provides a range of how densely located calls for service were to each other.

Figure 15: Incident Density: 7/1/2016 – 6/30/2019



Within the City of North Port, the densest concentration of demand occurs to the west of Station 82 and radiates outward, generally along Highway 41. This pattern is consistent with the densest concentrations of population illustrated in the population density figure. Moving forward, the City of North Port should anticipate that areas of dense populations will most likely generate greater levels of demand within that area of concentration. The lack of colored banding across other areas of the City does not indicate that no demand for fire rescue services occurred, but instead suggests that the locations of service demand were less densely clustered.

As people begin to move into the West Villages area, North Port should expect that the patterns of service demand will shift as well. Due to the location of the development on the west side of the Myakka River, North Port Fire Rescue's ability to assemble enough resources to effectively respond to a myriad of incidents is limited, particularly given that the Highway 41 bridge is the only access point for all North Port Fire Rescue resources should Station 86 require additional personnel or be unavailable to respond.

Distribution Analysis

To determine the potential impact that the West Villages development will have on North Port's ability to provide fire rescue services within the West Villages and throughout the City, the current performance of the department must first be evaluated. Using fire service industry standards to include Insurance Services Office (ISO) criteria and National Fire Protection Association (NFPA) standards, North Port Fire Rescue's deployment model and performance were evaluated.

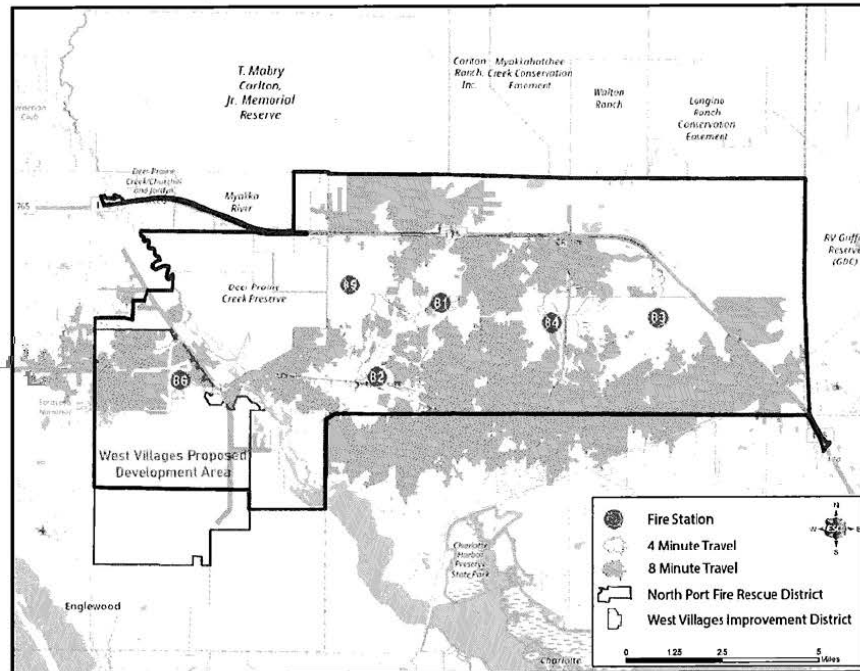
In the first section, NFPA criteria specific to fire department performance were applied and North Port's performance evaluated.

NFPA 1710 Criteria

The National Fire Protection Association (NFPA) is an industry trade association that develops and provides standards and codes for fire department and emergency medical services for use by local governments. One of these standards, NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, serves as a national consensus standard for career fire department performance, operations and safety. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency calls within their jurisdiction with the first arriving unit.



Figure 16: NFPA 1710 4 Minute Travel and 8-Minute Travel

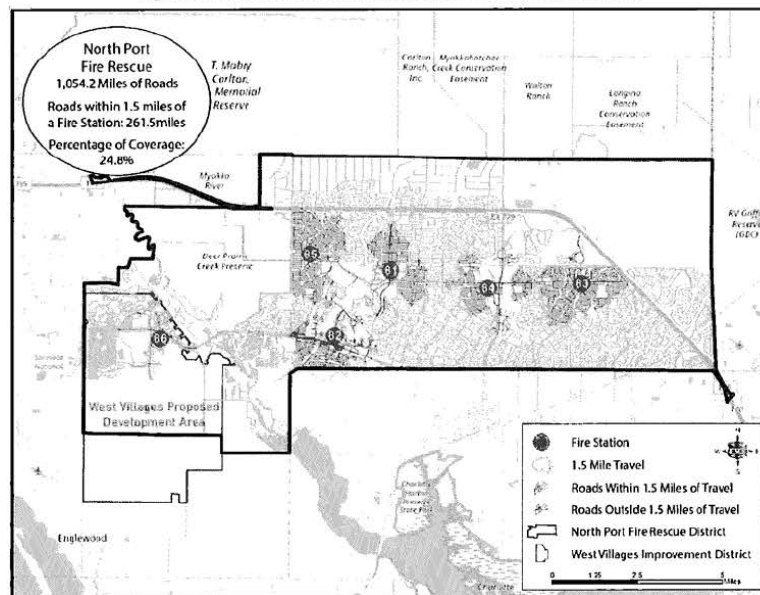


Using GIS software and historical traffic patterns for North Port's road network, a predicted four and eight-minute travel area from each of North Port's fire stations was developed and illustrated in the figure above. While several factors can influence travel time, such as traffic, signalized intersections, actual speed and route chosen, this analysis provides a synopsis of the distance units could potentially travel away from their respective station within 4 minutes.

As illustrated above, portions the northern half of the West Villages lie within the predicted 4-minute travel time for Station 86, with most of this area falling within a travel time greater than four minutes, but less than eight. As a complete road network does not presently exist within the undeveloped southern half of the West Villages, travel estimations based on current conditions are not possible. An additional consideration for the City of North Port is the distance between each current fire station. As the majority of the City lies within areas of green (eight-minute travel) with little to no overlap of yellow (four-minute travel) North Port Fire Rescue's ability to assemble enough firefighters on the scene to safely and effectively mitigate a moderate risk hazard, such as a working residential structure fire, is limited.

The Insurance Services Office (ISO) is a New Jersey-based advisory organization that provides insurance carriers with a classification rating of a local community's fire protection. The Property Protection Class (PPC®) score or rating classifies communities based upon an overall scale of 1 (best protection) to 10 (no protection) and assesses all areas related to fire protection. These areas are broken into four major categories which include: emergency dispatch and communications (10 percent of the rating), water supply system and distribution capabilities (40 percent), the fire department (50 percent), and Community Risk Reduction efforts (an additional 5.5 percent credit is available above 100 percent).

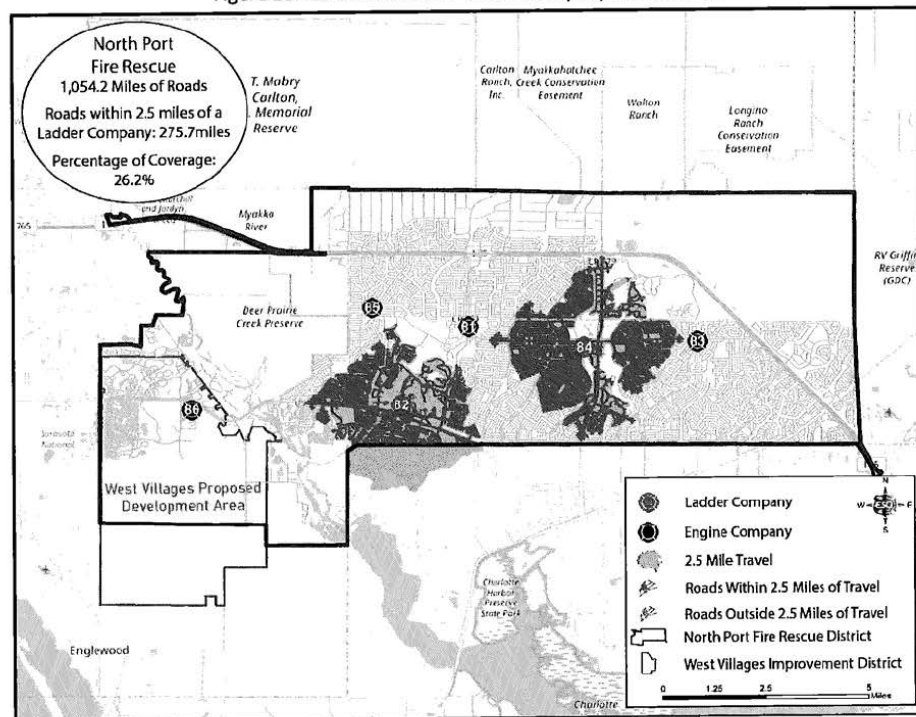
Figure 17: ISD 1.5 Road Mile Engine Company Service Area



When the ISO engine company criteria is applied to North Port, the fire department has the ability to cover approximately 25% of the road base within its service area. This suggests that currently developed areas of the City may require additional fire stations to effectively protect structures within North Port. Additional considerations for North Port are the areas several miles from the nearest fire station, particularly in the

southern and eastern areas of the City. Next, North Port's performance against ISO ladder company criteria was evaluated.

Figure 18: ISO 2.5 Road Mile Ladder Company Service Area



The 2.5 road-mile travel distance for ladder companies is used by ISO to estimate an eight-minute travel time in urban and suburban areas by ladder companies. Typically, ladder companies are only deployed during working fires and are often needed to provide the balance of the effective response force required by NFPA 1710 within an 8-minute travel time. With ladder companies deployed from stations 82 and 84, North Port Fire Rescue can provide coverage to 26.2% of its jurisdiction within ISO criteria for ladder company deployment.



Concentration Analysis

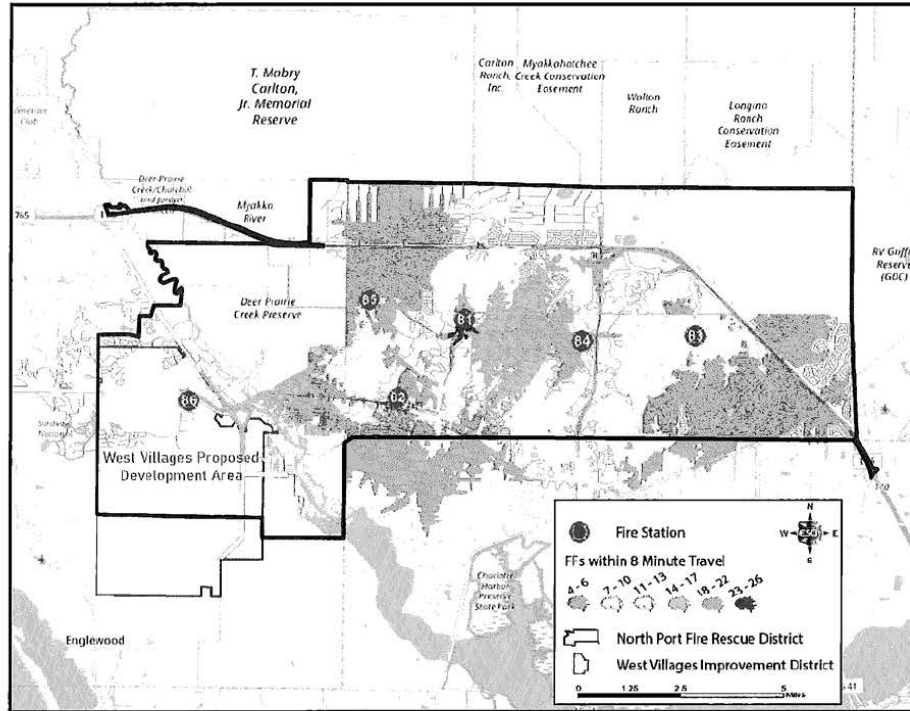
While the majority of responses within the District are EMS in nature and are typically handled by one to two units, some incidents require large numbers of resources and personnel to safely and effectively mitigate the emergency condition and reduce loss. The ability of North Port Fire Rescue to effectively deploy multiple units to an incident scene within a timely manner will often make the difference between minor damage and a total loss.

NFPA 1710 requires that for moderate risk incidents or greater, such as a fire in a 2,000 square foot residential dwelling, the balance of needed resources arrive at the scene within an 8-minute travel time. To achieve this, the concentration of North Port's resources was evaluated to determine how the spacing of multiple resources (the response apparatus within their respective fire stations) are arranged so that an initial Effective Response Force (ERF) can arrive on scene within the time frames outlined in the on-scene performance expectations. An effective response force is defined as "the minimum amount of staffing and equipment that must reach a specific emergency zone location within a maximum prescribed total response time and is capable of initial fire suppression, EMS, and/or mitigation. The ERF is the result of the critical tasking analysis conducted as part of a community risk assessment."



To determine North Port's ability to assemble an effective response force, GIS software was used to overlay North Port's daily minimum staffing at each station within 8-minutes travel areas, then add the totals. The results are shown in Figure 21. In this model, Sarasota County Fire Department staffing was included in the totals as this is the way the system currently operates. If this arrangement should change in the future, North Port's staffing levels in the West Villages would be decreased by three personnel.

Figure 19: Effective Response Force



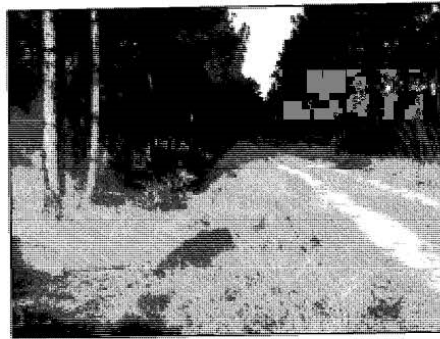
Outside of the central core of the City, North Port struggles to assemble enough firefighters to safely and effectively mitigate moderate level risks, such as a working residential fire. Additionally, should a commercial structure fire occur, North Port lacks the concentration of resources to place the minimum number of firefighters on scene within an 8-minute travel time (indicated by dark blue just below Station 81). Finally, should an incident occur on Highway 41 at the bridge crossing the Myakka River, Station 86 and the West Villages would be cut off from additional resources with North Port and would be dependent upon assistance from Sarasota County Fire Department and the Englewood Area Fire Control District.

Performance Analysis

In analyzing response performance, response times from the time that a call was received by the emergency communications center until the first apparatus arrived on the scene of the emergency are examined. Following industry standards, 90th percentile results are produced from the response data for these incidents. The use of percentile measurements for all components of the total response time performance follow the recommendations of the National Fire Protection Association (NFPA 1710) standard.

Performance at the 90th Percentile

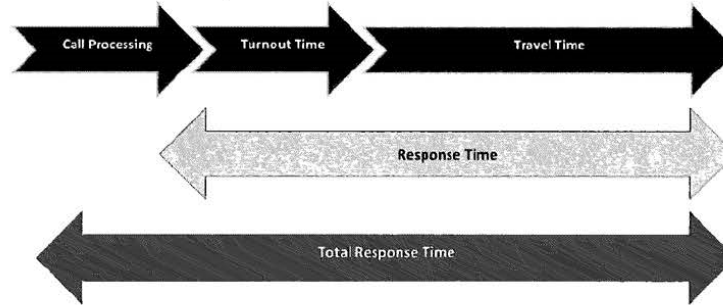
Fire department leaders and policy makers often use average response performance measures, since the term is commonly used and widely understood. The most important reason for not using the "average" for performance standards is that it may not accurately reflect the performance for the entire data set and may be skewed by data outliers. One extremely good or bad value can skew the "average" for the entire data set. Percentile or fractile measurements are a better measure of performance since they show that the majority of the data set has achieved a particular level of performance. The 90th percentile means that 10 percent of the values are greater than the value stated, and all other data is at or below this level. This can be compared to the desired performance objective to determine the degree of success in achieving the goal.



The total response time for the City of North Port is comprised of several components to achieve the overall response time, or how much time will elapse between a caller dialing 911 until the first unit arrives on scene 90 percent of the time or better. Response time components are described as follows:

- **Call Processing Time:** The amount of time between when a dispatcher answers the 911 call and resources are dispatched.
- **Turnout Time:** The time interval between when units are notified of the incident and when the apparatus are enroute.
- **Travel Time:** The amount of time the responding unit spends traveling to the incident.
- **Total Response Time:** Total Response Time equals the combination of "Call Processing Time," "Turnout Time," and "Travel Time."

Figure 20: Response Time Continuum



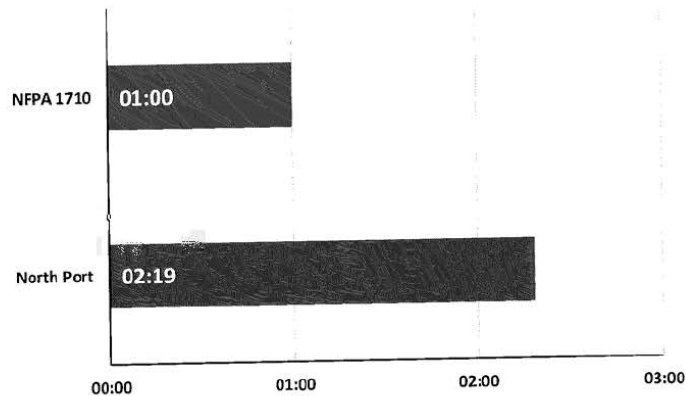
Tracking the individual components of response time enables jurisdictions to identify deficiencies and areas for improvement. Both the NFPA 1710 standard, CPSE/CFAI Standards of Cover, 6th Edition, and ISO recommend that fire jurisdictions monitor and report the components of total response time listed above. In addition, knowledge of current performance of the response time components is an essential element of developing response goals and standards that are relevant and achievable. Fire service best practice documents recommend that fire jurisdictions monitor and report the components of total response time.³

Call Processing

Call Processing begins for the fire department from the time that the call is received by the emergency communications center until the appropriate unit is dispatched. The NFPA standard for alarm handling and call processing is derived from NFPA 1221: *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems* and provides for communication centers to have alarm handling time of not more than 15 seconds, 90 percent of the time and not more than 20 seconds, 95 percent of the time. Additionally, NFPA 1221 requires the processing of the call to occur within 64 seconds, 90 percent of the time for high-priority incidents. Similarly, NFPA 1710 requires the call processing time to be 60 seconds or less, 90 percent of the time, as does ISO.

³ NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, Center for Public Safety Excellence Community Risk Assessment: Standards of Cover, 6th Edition.

Figure 21: Call Processing at the 90th Percentile: 7/1/2016 - 6/30/2019



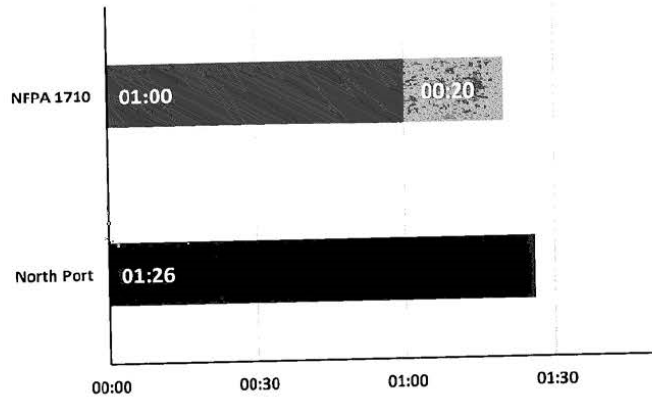
North Port Fire Rescue is dispatched by the Sarasota County Public Safety Communications Center (SCPSCC). While this performance is outside of the control of the fire department, leadership should track this metric as it affects to total response time and can affect citizen perception of the organization. At 2 minutes 19 seconds, SCPSCC's performance is nearly 2 ½ times the 60 second requirement found within NFPA 1710.

Turnout Time

The ability to quickly react to the notice of alarm and begin responding to an incident is the first component that is under the direct control of the fire department personnel. Turnout is the time it takes personnel to receive the dispatch information, move to the appropriate apparatus, and proceed to the incident. NFPA 1710 specifies that turnout time performance should be less than 60 seconds (01:00), measured at the 90th percentile for incidents other than fire and special operations.⁴ For those incidents, turnout time performance should be 1 minute, 20 seconds (1:20).

⁴ NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.

Figure 22: Turnout Time at the 90th Percentile: 7/1/2016 - 6/30/2019

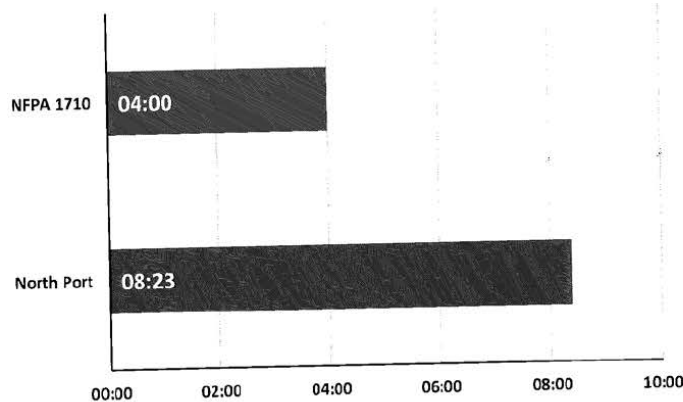


North Port's overall turnout time, while slightly higher than NFPA 1710 requirements, is a strong performance. North Port should continue to track and monitor turnout time performance to ensure crews are responding in a timely manner following that notification of an incident.

Travel Time

Travel time measures the time from when a unit goes enroute until they arrive on scene. NFPA 1710 requires that first due units maintain a travel time of 240 seconds or less for the first due unit 90% of the time.

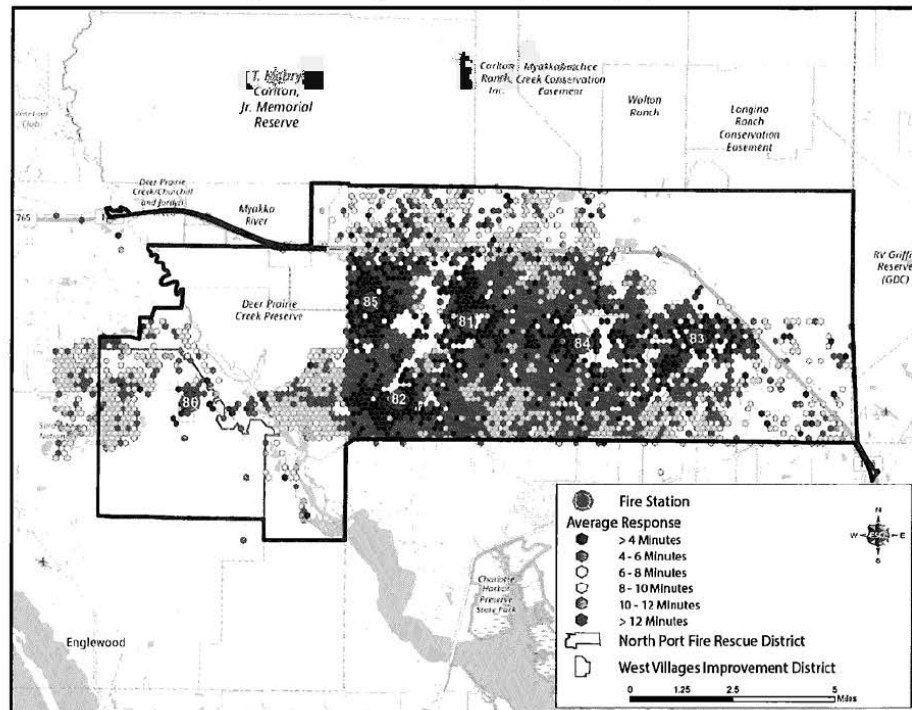
Figure 23: Travel Time at the 90th Percentile: 7/1/2016 - 6/30/2019



At over double the industry standard, North Port's travel performance is indicative of an organization in need of an evaluation of their service delivery capabilities. When travel times begin to exceed industry standards, it is most commonly related to one of two issues: 1) insufficient staffing and number of in-service units or 2) fire stations are not located in areas where demand occurs, and new stations must be added to the system. An in-depth analysis is outside of the scope of this project; however, ESCI recommends that North Port Fire Rescue examine the cause of excessive travel times to determine the optimal way to address this issue.

Figure 26 provides an illustration of North Port's travel time performance. Using GIS software, the District was divided into 10-acre hexagons and the average travel time of incidents occurring within each hexagon was calculated.

Figure 24: Average Travel Time: 7/1/2016 - 6/30/2019

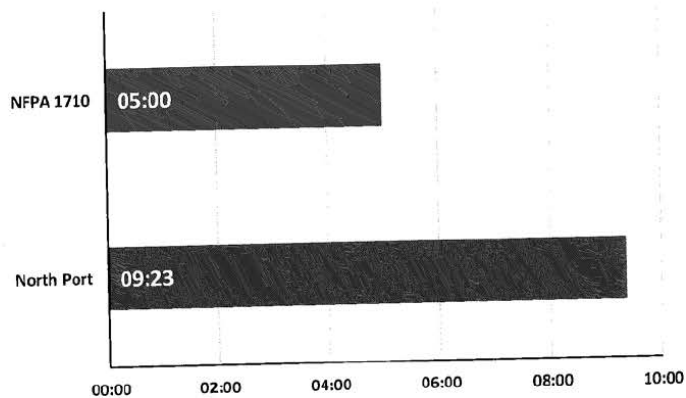


By examining travel performance geographically, it is clear that underserved areas are present within the City, particularly along the southern border, north of Interstate 75, and west of Grobe Street to include the West Villages.

Response Time

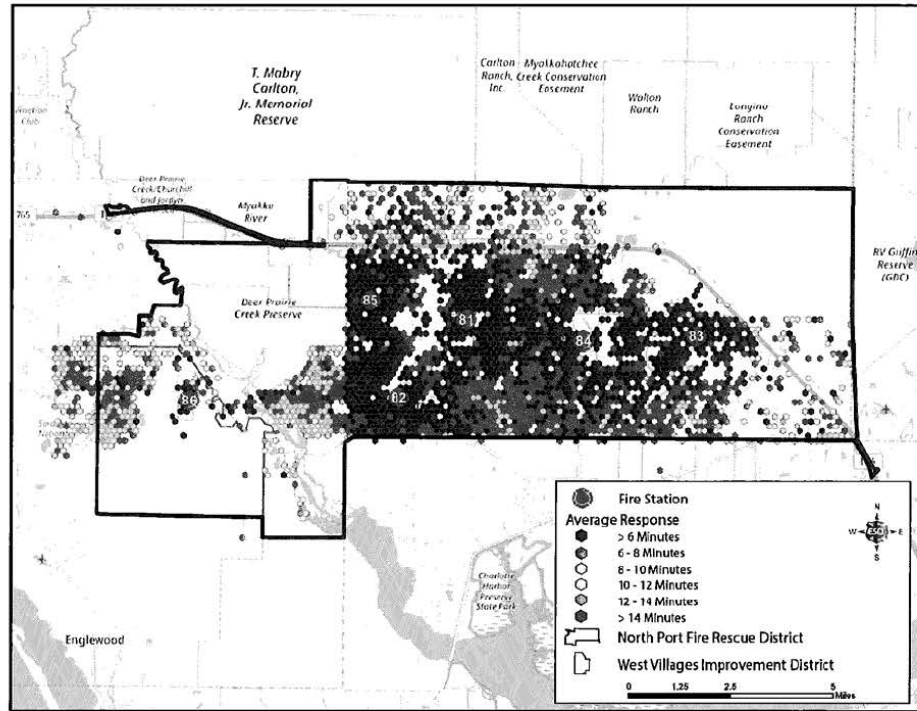
One of the most often tracked performance measures is response time, the combination of turnout time and travel time, as it is completely under control of the fire department and does not rely on outside agency performance. The expected performance is 5 minutes for the majority of responses in a fire rescue system. As a major component of this calculation is travel time, this performance measure is also severely impacted by the same factors discussed in the travel time section.

Figure 25: Response Time at the 90th Percentile: 7/1/2016 - 6/30/2019



Similar to turnout time, response times for North Port Fire Rescue are just under double the industry standard. Additionally, as the department has an internal goal of responding to EMS incidents with an average of 6-minutes or less and fires with an average of 7-minutes or less, Figure 27 provides a geographical display of North Port's response performance.

Figure 26: Average Response Time: 7/1/2016 - 6/30/2019

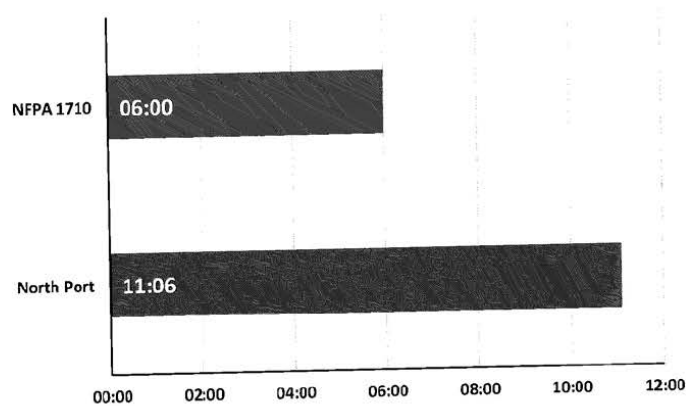


When response performance is evaluated, a similar trend to that seen in travel performance is revealed. Areas along the northern and southern borders experience longer wait times for fire rescue services, as well as areas west of Grobe Street.

Total Response Time

Total response time provides the entire continuum of the time from which the dispatcher receives the call until the first unit arrives on the scene of the incident. The expected performance for this measure is approximately 6 minutes⁵.

Figure 27: Response Time at the 90th Percentile: 7/1/2016 - 6/30/2019



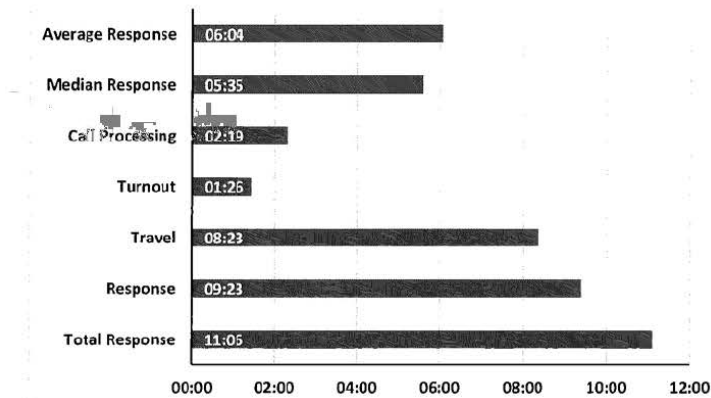
Total response time at the 90th percentile for North Port Fire Rescue during the period from July 1, 2016 through June 30, 2019 was 11 minutes 6 seconds. This means that from the time the call was initiated at the SCPSCC until the first unit arrived on scene was 11 minutes 6 seconds or better 90% of the time.

⁵ Total response time can vary depending upon the type of incident as received by the communications center and turnout time allotted per NFPA 1710.

Summary

Figure 30 displays an overview of North Port's performance, along with the average and median response performance for comparison. It is recommended that North Port Fire Rescue transition to the use of fractile performance monitoring to comply with industry standards when reporting performance.

Figure 28: Summarized Department Performance at the 90th Percentile, Average, and Median



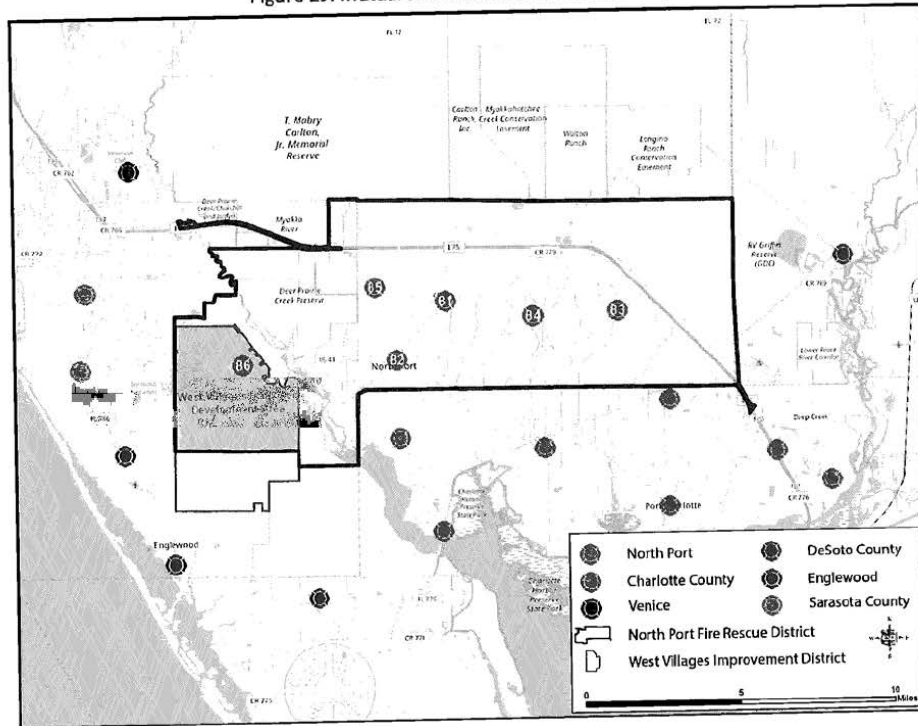
Mutual Aid

It is virtually impossible for an organization to possess absolutely all of the personnel and equipment resources that it could ever need to mitigate every incident within its jurisdiction. It is for this reason that fire departments often enter into agreements to work together and share resources.

There are two main types of agreements: mutual aid and automatic aid. In mutual aid agreements, two or more organizations agree that, when requested, they will supply the other agency with the requested resources, if available. For emergency services, this typically occurs through the request of the responding apparatus or on-scene personnel. The difference between mutual aid and automatic aid is that automatic aid is deployed just as the name implies—automatically. When an emergency call is received by the dispatch center, all available resources are examined based on the appropriate unit-type and their proximity to the call. Typically, the closest unit is dispatched, regardless of the jurisdiction in which the incident occurred.

North Port Fire Rescue utilizes both automatic aid and mutual aid responses. In addition to an automatic aid agreement, North Port co-locates Station 86 with Sarasota County Fire Department. In Figure 31, mutual and automatic aid partners within 5-miles of the District boundary of North Port are displayed.

Figure 29: Mutual and Automatic Aid Partnerships



While several fire departments surround the City, many of these agencies would require as much as 20 minutes or more of travel time to reach interior portions of North Port. The fire department should continue to invest in mutual and automatic aid partnerships to ensure that their community has access to additional personnel and equipment should the need ever arise.

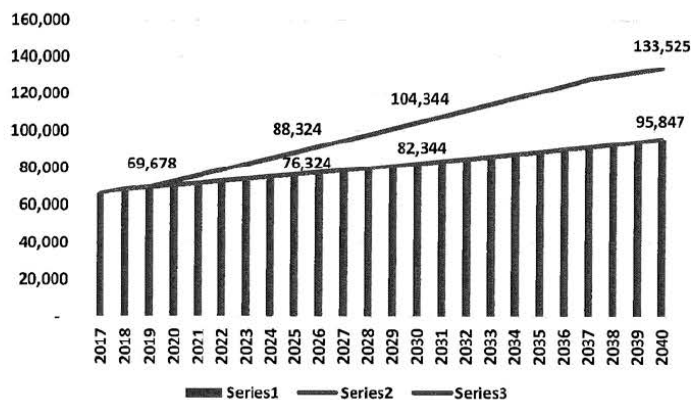
FUTURE SYSTEM DEMAND PROJECTIONS

To ensure that North Port Fire Rescue can adequately serve the West Villages and the City of North Port with both current and future department resources, an assessment of future community conditions, service demand, and risks that the City of North Port can anticipate is required. ESCI conducted an analysis of community growth projections with particular emphasis on emergency service planning and delivery.

Population Growth Projections

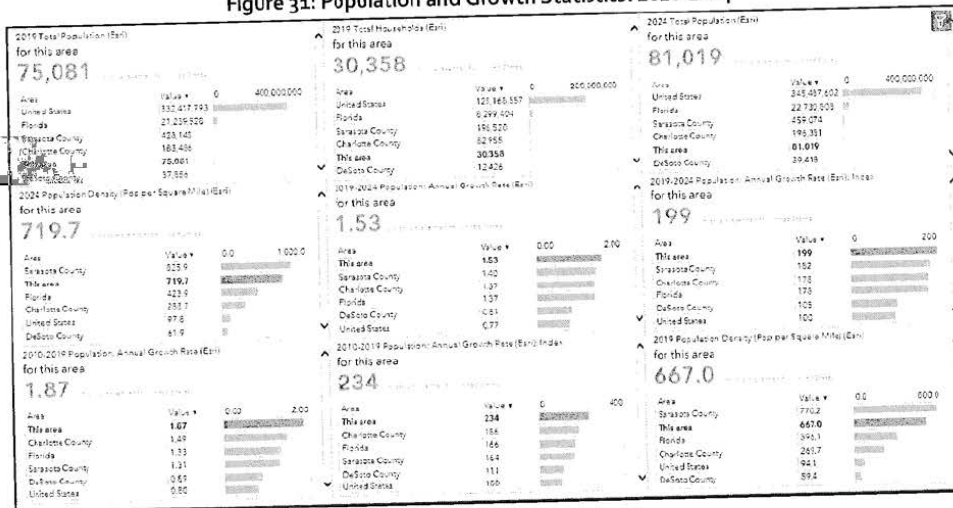
Increases to levels of service demand are often tied to growing populations. As the population grows in size, the relative demand for services follows a predictable pattern. Using historical growth patterns in North Port and expected patterns of growth for the southwest Florida area, an anticipated growth rate of 1.53% annually is predicted. However, this does not take in to account the West Villages and their predicted impact to the population and demand for fire and rescue services. Figure 32 provides a linear projection for population increases within the City of North Port using a growth rate of 1.53%. Also illustrated in this figure are the developer's predictions on annual growth within the West Villages. Starting in 2020, an additional 2,000 people per year were added to the original linear annual increase until the population of the West Villages reaches the predicted 36,000 in population. Beyond that point, the annual growth rate returns to 1.53%.

Figure 30: Linear Growth Projections 2017-2040



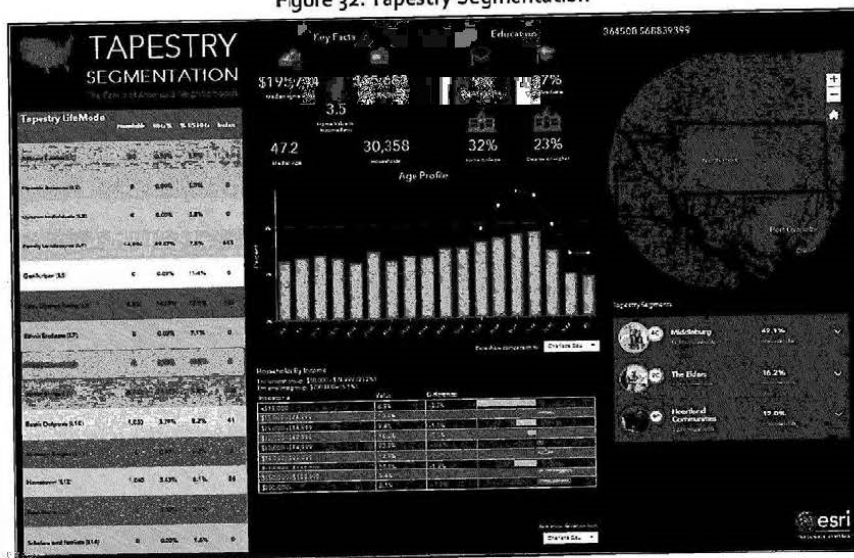
The next figure provides population and projected growth information for the District, as well as population density information for 2010-2024.

Figure 31: Population and Growth Statistics: 2010-2024



Another way to examine current and future populations is to evaluate them based on demographic classifications such as groupings of age, income, and lifestyle. In the next figure, this information is provided using Esri analytics and illustrates a snapshot of the North Port Fire Rescue District's population and its top three life modes.

Figure 32: Tapestry Segmentation



The predominant life modes in North Port's district are Family Landscapes, Senior Styles, and Cozy Country Living. Below are descriptions of these life modes:

LifeMode: Family Landscapes (49.1%)

- Successful young families in their first homes
- Non-diverse, prosperous married-couple families, residing in suburban or semirural areas with a low vacancy rate (second lowest)
- Homeowners (79%) with mortgages (second highest %), living in newer single-family homes, with median home value slightly higher than the U.S.
- Two workers in the family, contributing to the second highest labor force participation rate, as well as low unemployment
- Do-it-yourselfers, who work on home improvement projects, as well as their lawns and gardens
- Sports enthusiasts, typically owning newer sedans or SUVs, dogs, and savings accounts/plans, comfortable with the latest technology
- Eat out frequently at fast food or family restaurants to accommodate their busy lifestyle
- Especially enjoy bowling, swimming, playing golf, playing video games, watching movies rented via Redbox, and taking trips to a zoo or theme park

LifeMode: Senior Styles (29.4%)

- Senior lifestyles reveal the effects of saving for retirement
- Households are commonly married empty nesters or singles living alone; homes are single-family (including seasonal getaways), retirement communities, or high-rise apartments
- More affluent seniors travel and relocate to warmer climates; less affluent, settled seniors are still working toward retirement
- Cell phones are popular, but so are landlines
- Many still prefer print to digital media: Avid readers of newspapers, to stay current
- Subscribe to cable television to watch channels like Fox News, CNN, and The Weather Channel
- Residents prefer vitamins to increase their mileage and a regular exercise regimen

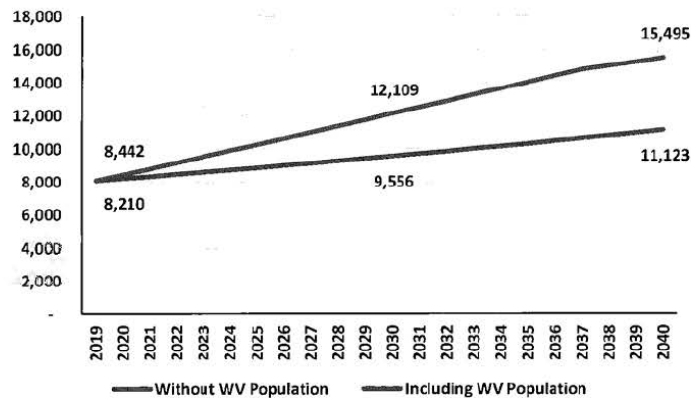
LifeMode: Cozy Country Living (14.5%)

- Empty nesters in bucolic settings
- Largest Tapestry group, almost half of households located in the Midwest
- Homeowners with pets, residing in single-family dwellings in rural areas; almost 30% have 3 or more vehicles and, therefore, auto loans
- Politically conservative and believe in the importance of buying American
- Own domestic trucks, motorcycles, and ATVs/UTVs
- Prefer to eat at home, shop at discount retail stores (especially Walmart), bank in person, and spend little time online
- Own every tool and piece of equipment imaginable to maintain their homes, vehicles, vegetable gardens, and lawns
- Listen to country music, watch auto racing on TV, and play the lottery; enjoy outdoor activities, such as fishing, hunting, camping, boating, and even bird watching

Service-Demand Projections

Demand for services is often linked to changes in population within an area; however, changes in demographics, such as age or access to preventative care, can also influence service demand. In 2016 through 2018, North Port Fire Rescue District calls per capita remained relatively consistent at 8.6 incidents per 100 people. Future service demand projections were then calculated using this rate along with the population projections from Figure 32.

Figure 33: Projected Service Demand for North Port Fire Rescue District



Based on the per capita and population projections, North Port Fire Rescue can anticipate annual levels of service to nearly double from their current rate by the time that the West Villages reaches build out. North Port Fire Rescue should monitor service demand within the District and population levels to ensure that a consistent level of service is maintained across the District.

COMPARISON OF CURRENT AND FUTURE DEPLOYMENT OPTIONS

Response Standards and Targets

The process of developing response targets and understanding, prioritizing, and implementing recommended enhancements can be daunting, simply due to the amount of work that may be involved, and the potential cost associated with these changes. The following section addresses these issues.

Critical Tasks, Risk, and Staffing Performance

The goal of North Port Fire Rescue is to provide sufficient resources (personnel, apparatus, and equipment) to the scene of an emergency in time to take effective action to minimize the impacts of the emergency. This need applies to fires, medical traumas, and any other emergency to which the fire department responds. Obtaining and understanding the desires and expectations of community stakeholders is an important first step. It will become increasingly important to emphasize public process and inter-agency communication as the demand for service increases throughout the community. The input received will help guide North Port's vision, planning efforts, policy decisions, and service delivery.

Before discussing the City of North Port's emergency service goals, it is important to gain an understanding of the dynamics of fire and medical emergencies. This information is provided for civilian readers that may not be familiar with the dynamics of fire suppression and emergency medical treatment.

Dynamics of Fire in Buildings

Most fires within buildings develop in a predictable fashion, unless influenced by highly flammable material. Ignition, or the beginning of a fire, starts the sequence of events. It may take several minutes or even hours from the time of ignition until a flame is visible. This smoldering stage is very dangerous, especially during times when people are sleeping, since large amounts of highly toxic smoke may be generated during this phase.

Once flames do appear, the sequence continues rapidly. Combustible material adjacent to the flame heats and ignites, which in turn heats and ignites other adjacent materials if sufficient oxygen is present. As the objects burn, heated gases accumulate at the ceiling of the room. Some of the gases are flammable and highly toxic.

The spread of the fire from this point continues quickly. Soon the flammable gases at the ceiling reach ignition temperature. At that point, an event termed "flashover" occurs; the gases ignite, which in turn ignites everything in the room. Once flashover occurs, damage caused by the fire is significant and the environment within the room can no longer support human life.

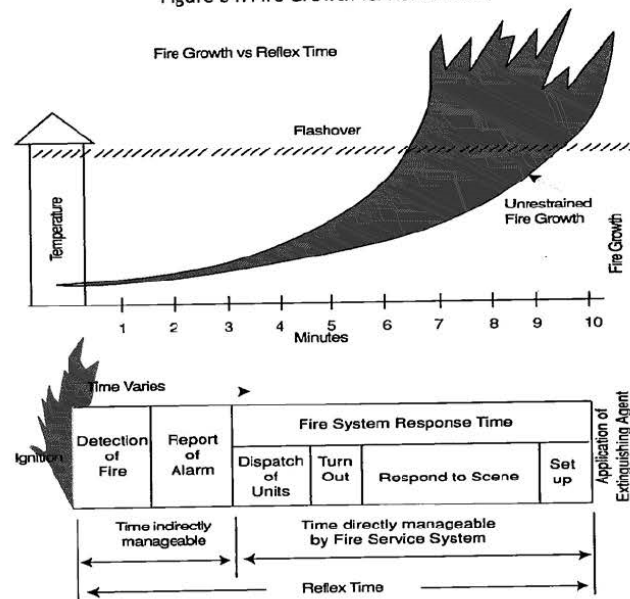
Flashover usually occurs about six to nine minutes from the appearance of flame in typically furnished and ventilated buildings. Since flashover has such a dramatic influence on the outcome of a fire event, the goal of any fire agency is to apply water to a fire before flashover occurs.

Perhaps as important as preventing flashover is the need to control a fire before it does damage to the structural framing of a building. Materials used to construct buildings today are often less fire resistive than the heavy structural skeletons of older frame buildings. Roof trusses and floor joists are commonly made with lighter materials that are more easily weakened by the effects of fire. "Light weight" roof trusses fail after five to seven minutes of direct flame impingement. Plywood I-beam joists can fail after as little as three minutes of flame contact. This creates a very dangerous environment for firefighters.

In addition, the contents of buildings today have a much greater potential for heat production than in the past. The widespread use of plastics in furnishings and other building contents rapidly accelerate fire spread and increase the amount of water needed to effectively control a fire. These factors make the need for early application of water essential to a successful fire outcome.

Several events must take place quickly to make it possible to achieve fire suppression prior to flashover. The figure below illustrates the sequence of events.

Figure 34: Fire Growth vs. Reflex Time



The reflex time continuum consists of six steps, beginning with ignition and concluding with the application of (usually) water. The time required for each of the six components varies. The policies and practices of the fire department directly influence four of the steps, but two are only indirectly manageable. The six parts of the continuum are:

1. **Detection:** The detection of a fire may occur immediately if someone happens to be present or if an automatic system is functioning. Otherwise, detection may be delayed, sometimes for a considerable period.
2. **Report:** Today most fires are reported by telephone to a 911 center. Call takers must quickly elicit accurate information about the nature and location of the fire from persons who are apt to be excited. A citizen well trained in how to report emergencies can reduce the time required for this phase.
3. **Dispatch:** The dispatcher must identify the correct emergency units, subsequently dispatch them to the emergency, and continue to update information about the emergency while the units respond. This step offers a number of technological opportunities to speed the process, including computer aided dispatch and global positioning systems.
4. **Turnout:** Firefighters must travel from areas inside the fire station to apparatus bays and don personal protective equipment, assemble on the response vehicle, and begin travel to the emergency. Developing programs to track turnout time, as well as good training, can minimize the time required for this step.
5. **Response:** The distance between the fire station and the location of the emergency influences reflex time the most. The quality and connectivity of streets, traffic, driver training, geography, and environmental conditions are also a factor. North Port has is at a disadvantage in that travel distances to several areas of the City from current fire stations make take upwards of 10-minutes of travel.
6. **Set up:** Last, once firefighters arrive on the scene of a fire emergency, fire apparatus are positioned, hose lines are placed, additional equipment is assembled, and certain preliminary tasks are performed (such as rescue) before entry is made to the structure and water is applied to the fire.

The application of water in time to prevent flashover is a serious challenge for any fire department. It is critical, though, as studies of historical fire loss data can demonstrate.

The National Fire Protection Association found that fires contained to the room of origin (typically extinguished prior to or immediately following flashover) had significantly lower rates of death, injury, and property loss when compared to fires that had an opportunity to spread beyond the room of origin (typically extinguished post-flashover). Incidents in which a fire spreads beyond the room where it originates are likely to experience six times the amount of property loss and have almost nine times greater chance of resulting in a fatality.

Emergency Medical Event Sequence

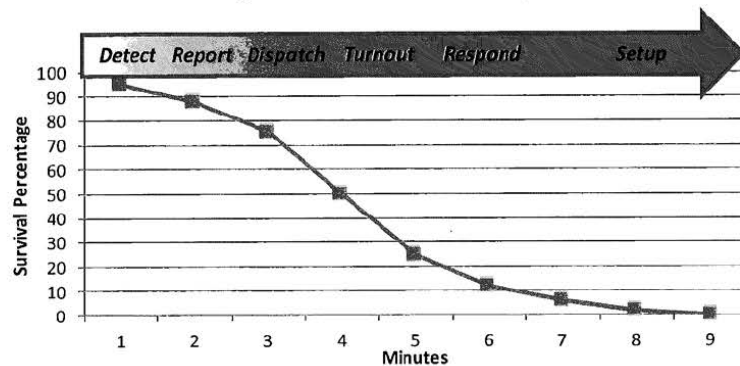
Cardiac arrest is the most significant life-threatening medical event in emergency medicine today. A victim of cardiac arrest has mere minutes in which to receive lifesaving care if there is to be any hope for resuscitation.

The American Heart Association (AHA) issued a set of cardiopulmonary resuscitation guidelines designed to streamline emergency procedures for heart attack victims, and to increase the likelihood of survival. The AHA guidelines include goals for the application of cardiac defibrillation to cardiac arrest victims.

Cardiac arrest survival chances fall by seven to 10 percent for every minute between collapse and defibrillation. Consequently, the AHA recommends cardiac defibrillation within five minutes of cardiac arrest.

As with fires, the sequence of events that lead to emergency cardiac care can be graphically illustrated, as in the following figure.

Figure 35: Cardiac Arrest Event Sequence



The percentage of opportunity for recovery from cardiac arrest drops quickly as time progresses. The stages of medical response are very similar to the components described for a fire response. Recent research stresses the importance of rapid cardiac defibrillation and administration of certain medications as a means of improving the opportunity for successful resuscitation and survival.

People, Tools, and Time

As described in the previous paragraphs, time matters a great deal in the achievement of an effective outcome to an emergency event. Time, however, is not the only factor. Delivering sufficient numbers of properly trained, appropriately equipped personnel within the critical time period completes the equation.

For medical emergencies, this can vary based on the nature of the emergency. Many medical emergencies are not time critical. However, for serious trauma, cardiac arrest, or conditions that may lead to cardiac arrest, a rapid response is essential.

Equally critical is delivering enough personnel to the scene to perform all the concurrent tasks required to deliver quality emergency care. For a cardiac arrest, this can be up to six personnel; two to perform CPR, two to set up and operate advanced medical equipment, one to record the actions taken by emergency care workers, and one to direct patient care.

Thus, for a medical emergency, the real test of performance is the time it takes to provide the personnel and equipment needed to deal effectively with the patient's condition, not just the time it takes for the first person to arrive.

Fire emergencies are even more resource critical. Again, the true test of performance is the time it takes to deliver sufficient personnel to initiate application of water to a fire. This is the only practical method to reverse the continuing internal temperature increases and ultimately prevent flashover.

The fire service assesses the relative risk of properties and occurrences based on a number of factors. Properties with high fire risk often require greater numbers of personnel and apparatus to effectively mitigate the fire emergency. Staffing and deployment decisions should be made with consideration of the level of risk involved.

Many communities across the nation contain varying levels of population density that allow agencies to specify response performance objectives based on risk. Those population densities are typically identified as:

- Metropolitan—geography with populations of over 200,000 people in total and/or a population density of over 3,000 people per square mile. These areas are distinguished by mid-rise and high-rise buildings, often interspersed with smaller structures.
- Urban—geography with a population of over 30,000 people and/or a population density of over 2,000 people per square mile. This describes the City of North Port.
- Suburban—geography with a population of 10,000 to 29,999 and/or a population density of between 1,000 and 2,000 people per square mile.
- Rural—geography with a total population of less than 10,000 people or with a population density of less than 1,000 people per square mile.
- Wilderness/Frontier/Undeveloped—geography that is both rural and not readily accessible by a publicly or privately maintained road.

The City of North Port has an urban population density. Based on this fact, the service delivery performance objectives discussed in this section of the report will be measured against standards that will apply to an urban setting. Urban settings present a number of challenges that are not present in suburban and rural communities. Although North Port is surrounded by other urban density communities, access to personnel and equipment in a timely manner is limited. Because of this, the City of North Port must determine what the expectations of the community are as well as what the "acceptable" level of risk is. Acceptable risk is defined as, "the potential fire loss a community is willing to accept rather than provide resources to reduce such losses."⁶

Most communities expect these three key elements:

- Trained and capable personnel
- Reliable and appropriate equipment and tools
- Quick responses from the fire department for fire and medical emergencies

⁶ Firewise Communities, 2007.

ESCI recommends that departments engage the community to validate that these three key elements do in fact reflect the communities' expectations. Whatever the expectations of the community are, they should be taken into consideration as departmental objectives and goals are developed, implemented, and measured.

Within the urban environment, and more specifically within the City of North Port, a number of risks exist. To generalize these risks enables the fire department to evaluate current resourcing and make changes as necessary to reduce the potential for loss based on the level of risk. The specific risk categories contained with the

Call-Handling Performance Criterion

In many areas of the country, call-handling or call-processing are not functions under direct control of the fire department, as is the case in North Port. However, the fire department should be able to at least influence performance within the communications center since they are a customer of that organization.

Based on NFPA 1221 standards, call processing time—the time between when the call is answered and when the call is dispatched to responding units—should be less than 60 seconds, 90 percent of the time. Call intake and dispatch personnel will continue to receive and relay vital information until all instructions have been issued or the initial unit arrives on scene. The fire department should work with the communications center to establish the following call processing performance objective.

Turnout Time Performance Criterion

Turnout time is one area that the fire department can significantly impact with creative approaches. Turnout time, or the time between when the call is received by the response units (dispatched) and when the unit is actually enroute to the scene (responding), can have dramatic effects on overall response times. Reducing this single response time component reduces total response time.

NFPA 1710 recommends a turnout time performance of 60 seconds or less, 90% of the time. In ESCI's opinion, North Port is close to achieving this today and that this is a reasonable goal. Given that turnout time is one area in which field personnel can dramatically improve overall response time, an aggressive approach to shortening turnout time is recommended. North Port should establish a program of monitoring turnout time performance by shift, station, and as an organization, establish regularly recurring reporting intervals, such as weekly, monthly, quarterly, and annually, and make these findings available to personnel. North Port Fire Rescue supervisors should work with responding crews to identify obstacles or barriers to meeting performance goals and identify solutions as opposed to implementing hard fast policies regarding turnout time.

Distribution Performance Criterion

A fire department's *distribution* is essentially the location of resources to ensure an initial intervention within the specific time frame identified in the community's performance goals. It is ESCI's opinion that 1) North Port's current deployment methodology of maintaining one fire station along the Highway 41 corridor within the West Villages is sufficient at this time, but that additional locations will be required in the future as development continues 2) Given the distance between the West Villages and other North Port fire stations, higher levels of personnel/equipment will be required than at other fire stations within the City and 3) additional fire stations will be required in other areas of the City to serve existing populations.

For 90 percent of all emergency incidents, the first due unit shall arrive within 8.5-minutes from the time the units were notified until they arrived at an incident. The first due unit shall be capable of advancing an initial hose line for fire control or providing EMS care for medical incidents.

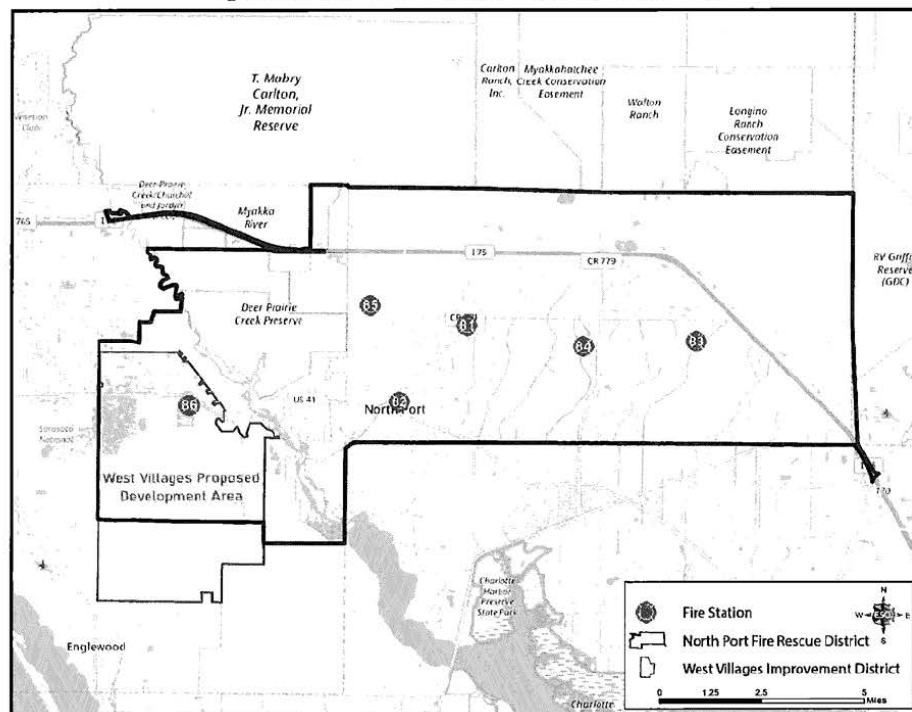
Concentration Performance Criterion

A fire department's *concentration* is the spacing of multiple resources close enough together so that an initial "Effective Response Force" (ERF) for a given risk can be assembled on the scene of an emergency within the specific time frame identified in the community's performance goals for that risk type. An initial effective response force is defined as that which will most likely be sufficient to stop the escalation of the emergency. The ERF for a moderate (typical) structural fire risk in North Port is programmed for 15 to 19 personnel on three engines, one truck, a rescue and one Battalion Chief. This can also include resources from Sarasota County Fire Department.

Comparison of Current and Future Capabilities

In most communities, the dynamics that influence where demand for services occurs changes over time. Locations that were once ideal may not adequately suit the communities needs several years later. Because of this, a series of analysis were performed to provide an estimation of the best locations and optimum number of fire stations to serve the West Villages and the City of North Port. Figure 38 provides an overview of the current deployment schema.

Figure 36: North Port Fire Rescue Current Station Locations



Future System Model

To develop a model for how future development within the West Villages may impact North Port Fire Rescue, several assumptions were made. Foremost, the network of roadways that will one day serve the West Villages does not currently exist. This is required in order to estimate travel distances, station effectiveness, and ultimately the best locations for future fire stations. In this analysis, a road network was created based on the locations and attributes of current and future roadways provided by the developer. Major thoroughfares were assigned a speed limit of 35 miles per hour (mph) and community drives assigned a speed

limit of 25 mph. In the travel time calculations, travel distance in minutes was determined by the distance a vehicle can travel within 4-minutes based upon the posted speed of the road segment.

The next assumption required was to develop service demand within the development. Since little to no service demand currently exists, a hypothetical service demand was applied to replicate the type of call volume North Port experiences in other similar developments. Because the actual data used in this model is based on three years of demand (July 1, 2016 through June 30, 2019), 6,500 random and separated points were created within the boundaries of the West Villages within North Port to simulate demand at buildout. Finally, random points were created to simulate potential fire station locations within the boundaries of North Port's portion of the West Villages.

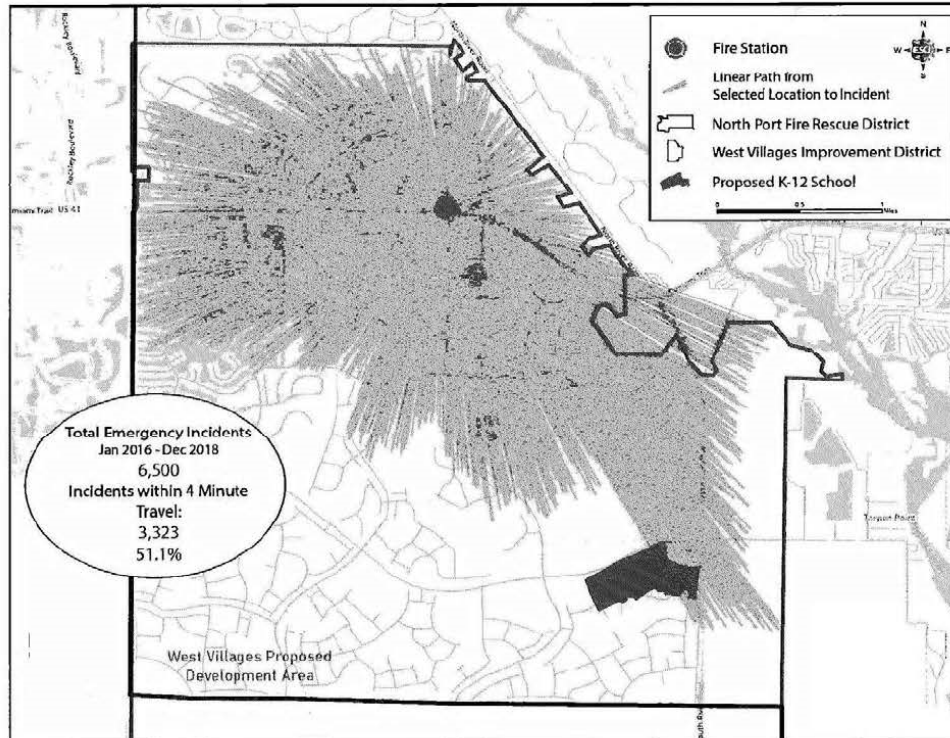
Once this data was constructed, a model was built to determine where the optimal location for a fire station would be located. Using GIS software, a model that selected a location based on 1) number of stations to choose 2) that provided the largest service area within a 4-minute travel based upon the road network and 3) captured the greatest number of incidents that could be expected within that service area.

This analysis was conducted in two phases. The first phase addresses the West Villages as a stand-alone service area and selected station locations based upon those boundaries. The second phase incorporated actual historical demand data from the City of North Port, incorporated the simulated demand data from the West Villages, and analyzed optimal fire station locations based upon the entire system with the West Villages serving as a boundary for where new locations could be added. Finally, the results of both series of analyses are summarized and the final results discussed.

Phase I - West Villages Analysis Independent of the City of North Port

The first model in this series selected the optimum station location for the West Villages if only one location could be selected. The results are illustrated in Figure 39.

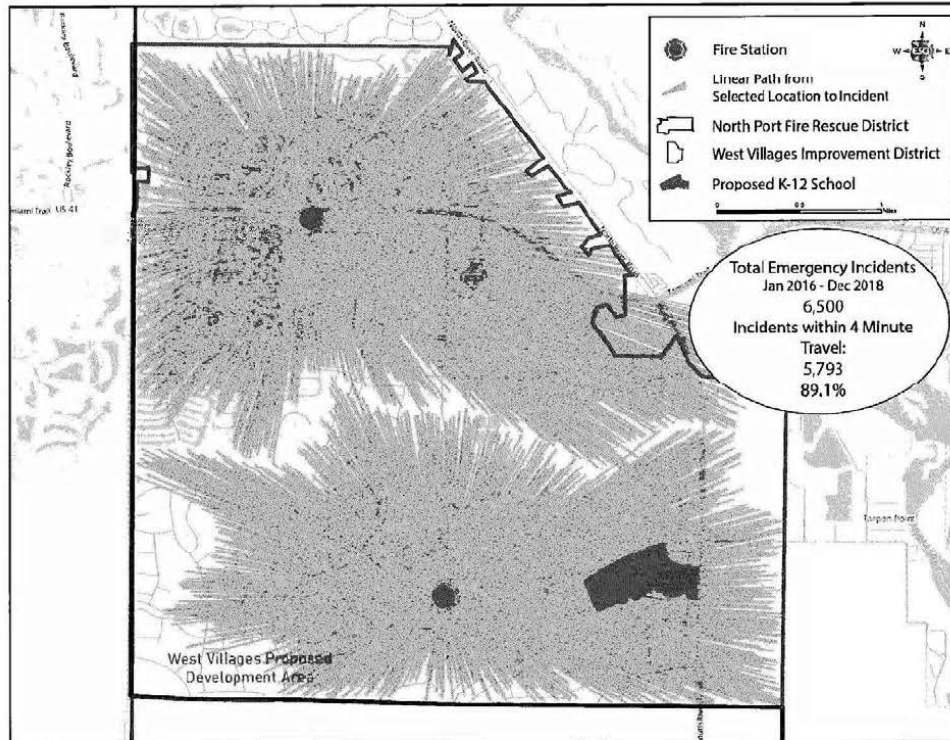
Figure 37: West Villages Station Optimization – 1 Fire Station



When one fire station could be selected, the model indicates that a location at the intersection of Highway 41 and West Villages Parkway would provide the capability to service the largest area within the West Villages.

Next, two stations were added to the model.

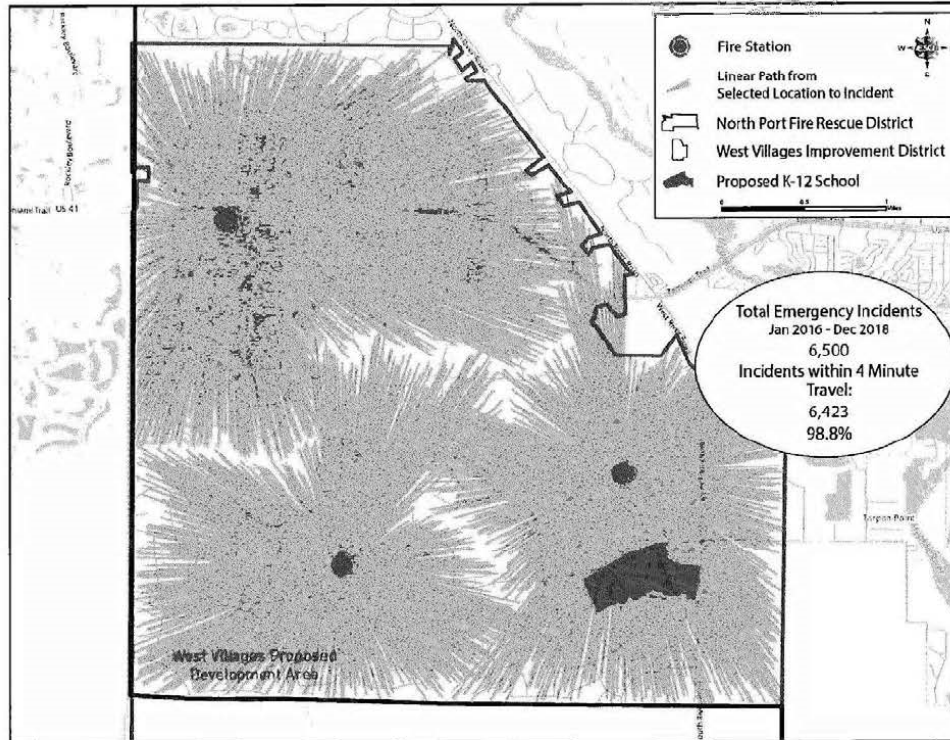
Figure 38: West Villages Station Optimization – 2 Fire Stations



When two fire stations were added, the location of the original station shifts west towards the intersection of Highway 41 and Preto Boulevard. The second station location was sited on Manasota Beach Road between West Villages Parkway and Preto Boulevard.

The next analysis adds a third fire station to the West Villages.

Figure 39: West Villages Station Optimization – 3 Fire Stations



When three fire stations are added, the original location on Highway 41 shifts westward again to accommodate room for the other station's service areas. In this scenario, its location is at Highway 41 and Corradino Boulevard. The second station also shifts to the west and appears on Preto Boulevard, south of Manasota Beach Road. The third location was located north of Manasota Beach Road and west of River Road.

An additional fourth location was attempted for this analysis; however, when four stations are added the modeling no longer indicates any appreciable improvements in service level. Due to this finding, ESCI concluded that at build out, a maximum of three fire stations are sufficient to service the West Villages based upon the information available at the time of the study; however, three fire stations are not needed at this time. The construction of these stations should be phased with growth of the development itself and the second and third stations should occur in relation to the growth and development of the area.

Next, the same series analysis was conducted using the North Port Fire Rescue District's historical incident data and evaluating the system as a whole.

In this series of analyses, historical service demand data provided by North Port Fire Rescue along with simulated demand within the West Villages was used to optimize the addition of fire stations to the entire system. Figure 42 illustrates the results of adding one additional station.

Total Emergency Incidents
Jan 2016 - Dec 2018
34,008
Incidents within 4 Minute Travel:
26,970
79.3%

Map labels include: Mabry Memorial Drive, Myakka River, Deer Prairie Creek Preserve, Sorokata National, Englewood, Charlotte Park Preserve, Store Point, Charlotte, Walton Ranch, Longina Ranch Conservation Easement, RV Griffin Reserve (GDC), and various road numbers (765, 777, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800).

Legend:

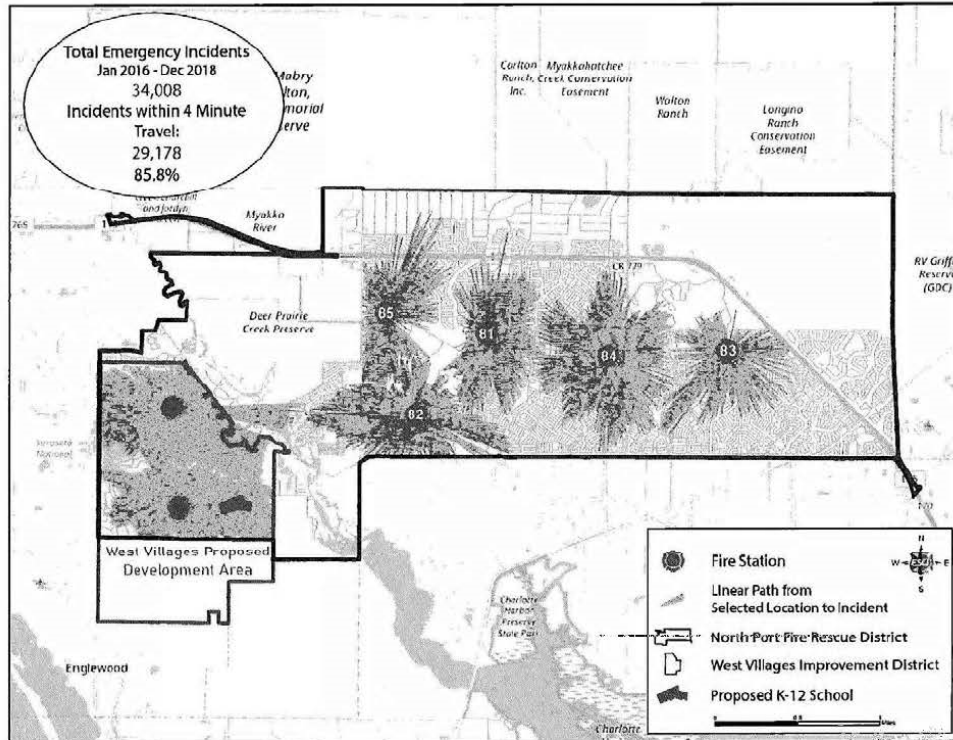
- Fire Station
- Linear Path from Selected Location to Incident
- North Port Fire Rescue District
- West Villages Improvement District
- Proposed K-12 School

Scale: 0 0.5 1 Miles

ESCI Emergency Services
Consulting International

58

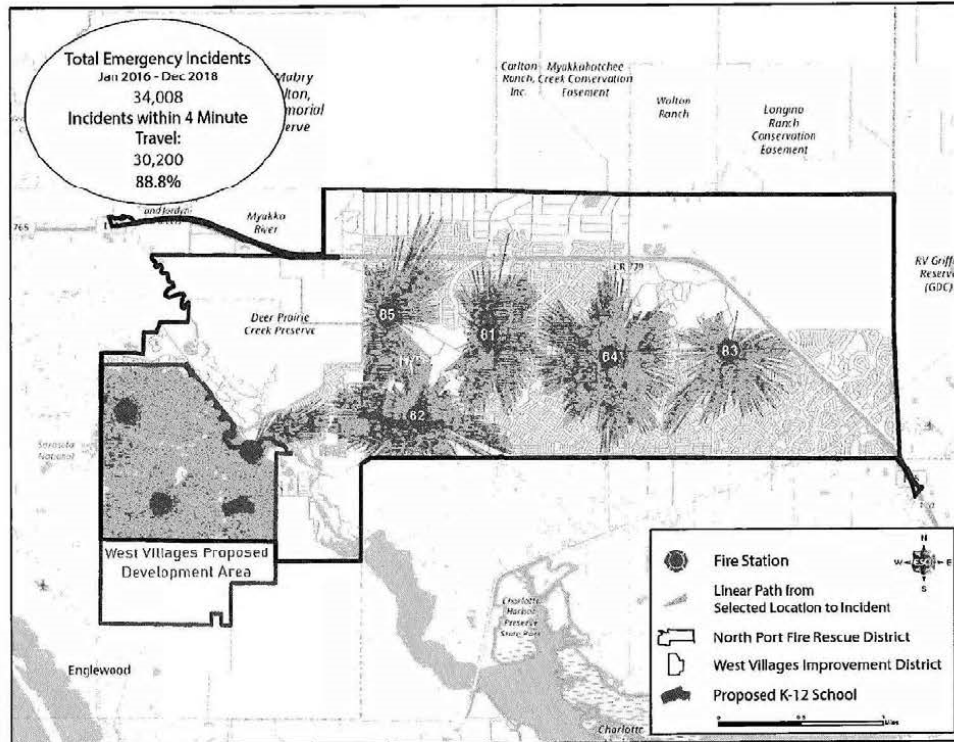
Figure 41: West Villages Station Optimization – Additional 2 Fire Stations



When a second fire station is added to the system, the first station again shifts west and was placed at the intersection of Highway 3 and West Villages Parkway. The second fire station was located on Manasota Beach Road between West Villages Parkway and Preto Boulevard.

The third station optimization analysis is illustrated in Figure 44.

Figure 42: West Villages Station Optimization – 3 Fire Stations

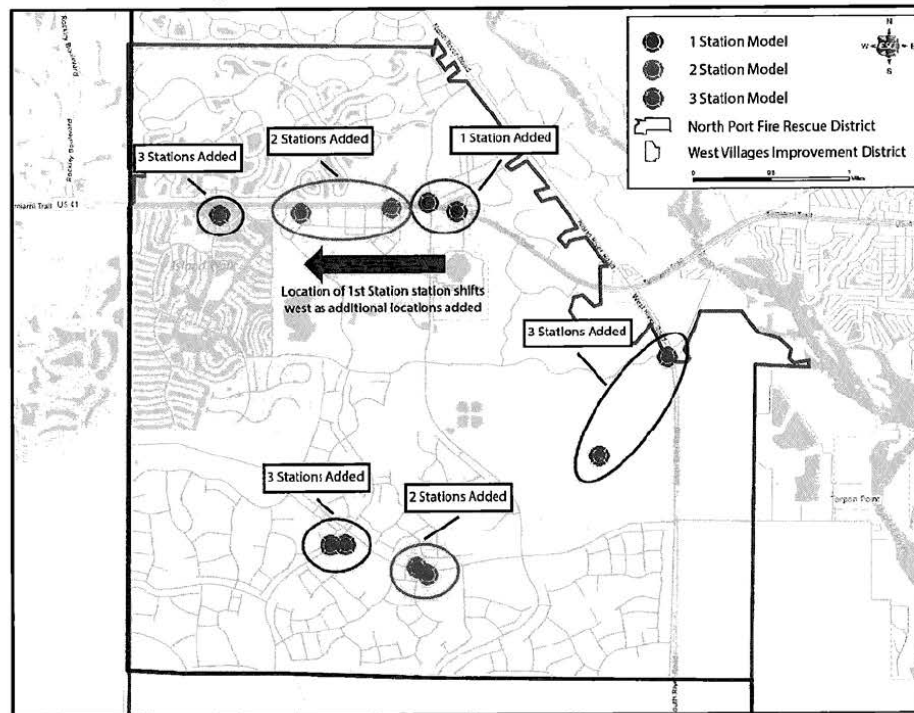


When three station are optimized within the West Villages, the first and second stations continue a shift to the west while a third location appears at the intersection of River Road and Playmore Road.

Summary

The optimum locations of fire stations for one, two, and three locations within the West Villages provided several findings based on the parameters within the respective analysis. The results of the analysis are displayed in Figure 45 below.

Figure 43: West Villages Station Optimization – 3 Fire Stations



In this figure, locations added when one station was selected appear as a green Maltese cross, those added when two stations were added as a red Maltese cross, and a blue Maltese cross appears at the selected locations when three stations were added. With the results summarized, a pattern appears providing insights into fire station placement.

First, as additional stations are added to the system, the location on Highway 41 moves west to provide coverage to areas in the northwest corner of the West Villages, as well as provide space for other locations respective service areas. Second, the location for a second station in the southern half of the development remained relatively consistent. Third, when a third location is added, it generally sites on River Road between Manasota Boulevard and Playmore Road. Although the West Villages does not require more than one fire station at this time, the developer and the City of North Port should recognize the benefit of locating these

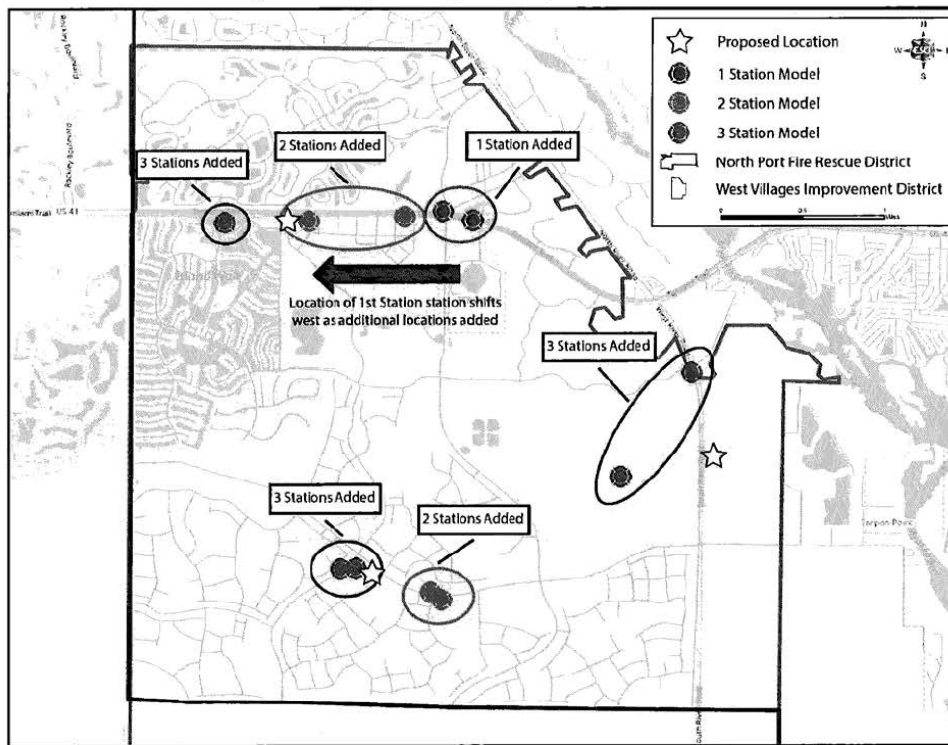
facilities for maximum effectiveness under a three-station scenario for the long term and add additional fire stations as demand dictates.

Using these findings as a foundation, locations are available through the developer for future fire stations at:

- The southwest intersection of Highway 41 and Preto Boulevard
- Near the intersection of Manasota Beach Boulevard and Preto Boulevard
- River Road and the northwest corner of the 63-acre park site

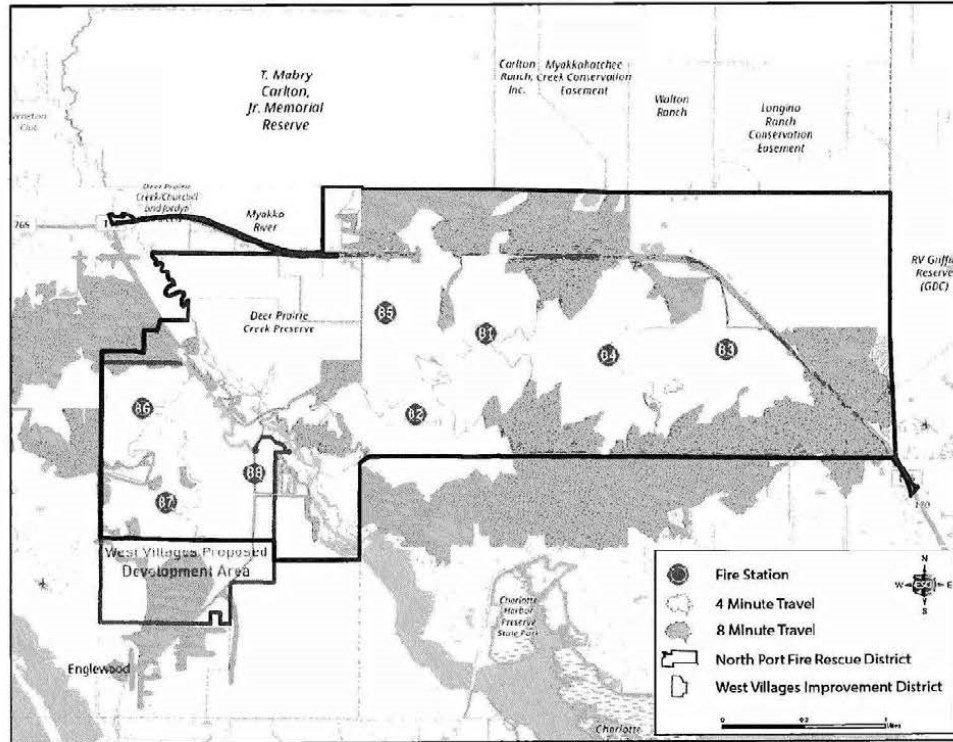
Figure 46 provides an overview of the analysis findings along with the proposed locations of future fire stations.

Figure 44: Analysis Findings with Proposed Site Locations



Based on the results of the analysis and the available locations from the developer, the 4 and 8-minute travel capabilities of these locations are displayed.

Figure 45: 4 and 8-Minute Travel from Proposed Locations



With three fire stations added to the West Villages, the majority of the development would be within a predicted 4-minute travel distance from a fire station.

RESULTS

Based on the current fire station locations within the City of North Port, the fire department's service delivery performance, and information provided by the developer, ESCI has reached the following results and conclusions.

Fire Station Locations within the West Villages

Construct a New Station 86

At the present time, one fire station would be sufficient to provide coverage to the West Villages based on current demand and development. ESCI recommends that this station should be sited at the property located at the southwest intersection of Highway 41 and Preto Boulevard. Based on information provided by the developer regarding the pace at which the West Villages is developing, the design and construction of this facility should begin as soon as possible with a target completion date by the end of 2021.

Future Station 87

The addition of a fire station to cover the southern half of the West Villages appears to increase overall fire rescue coverage within the West Villages by up to 40% at build out; however, this may not occur for several years. To provide a trigger point for the West Villages and North Port Fire Rescue for when to add an additional fire station, the use of Certificates of Occupancy (COs) appear to be the optimal way to proceed. As development proceeds along Manasota Beach Road and points south, and depending upon current market conditions, sales, and the ability of the developer to maintain a consistent pace of progress, at the point when an additional 5,000 certificates of occupancy are issued, the next fire station (Station 87) should be at or near completion. Presently, it is estimated that approximately 1,000 COs will be issued annually within the West Villages during the development of the southern half of the development. With this in mind, the design phases of an additional fire station located approximately 1,000 feet west of the intersection of Manasota Beach Boulevard and West Villages Parkway should begin when 2,500 – 3,000 certificates of occupancy are issued for that area. This should provide the fire department ample time to develop and construct a fire station while also providing the developer some safeguards against a market downturn.

West Villages Station Design and Apparatus

Due to the distance from the West Villages to other City of North Port fire stations, and the limited means of access for these resources, ESCI recommends that at least the first of these fire stations are designed to house a ladder company, an engine company, two rescue companies and a battalion vehicle. This investment will ensure that as the West Villages grows, the fire department will have the ability to locate the appropriate number of apparatus and personnel to serve the community.

Future Station 88

The total development of the West Villages will take several years to complete. The need for a third fire station located at River Road and the northwest corner of the 63-acre park site may not occur for a long period of time, 20 years or more. Similar to the construction of Station 87, if development is continuing at a predictable rate and the developer perceives that an additional 5,000 COs would be issued within the proposed first due response area of that location, the West Villages and the City of North Port should work together to ensure that adequate time is provided (2 to 2 ½ years) to design and construct an additional fire station. However, if development does not occur or the demand is not present to support the construction and permanent staffing of a third fire station within the West Villages, North Port should evaluate other areas within the North Port Fire Rescue District in which an additional fire station would be more impactful.

Future North Port Fire Rescue Stations

The review and analysis of North Port's performance indicates that there are most likely underserved areas that currently exist within other areas of the City. Although providing fire rescue coverage to future development is important to ensure that the growth of public safety resources keeps pace with development, it is equally important to ensure that currently populated areas also have access to resources. An in-depth analysis of the remainder of North Port Fire Rescue's performance and resource needs is outside the scope of this study; however, the consideration of when and where to locate permanent capital assets, as well as provide the recurring expenditures for staffing, should be evaluated holistically.

Summary

The construction and habitation of a new North Port Fire Station 86 should occur as soon as possible. The developer has agreed to fund this facility and North Port Fire Rescue staffing is currently present at the Sarasota County Fire Rescue Station 26. Should Sarasota County opt not to also relocate with North Port Fire Rescue or relocate personnel to an area outside of the effective response range for the West Villages, the department should strongly consider hiring additional staffing to service the West Villages Development, both for current and future delivery of services.

A second and third fire station are not currently required within the West Villages Development as the infrastructure and occupancies are not yet in place. However, as development begins in the southern and or eastern areas of the West Villages project and within North Port's fire district, the City should evaluate whether adding additional fire stations or personnel will provide the greatest benefit to the entire community. The developer has tentatively agreed to consider funding a second fire station location in approximately 5-7 years when the development reaches buildout in that area. At that point, North Port Fire Rescue could potentially staff that location with personnel from the new Station 86, hire additional staffing, or choose another option based on the conditions present at that time. Due to the relative remoteness of the West Villages Development project and a single point of access at Highway 41 for the balance of North Port's fire rescue resources, multiple units will be required within the West Villages Development to adequately respond to service demand.

A third fire station location was identified within this study; however, current projections place the need for this facility as far out as 20 years into the future. Additionally, the West Villages project will be simultaneously developing south of the North Port Fire Rescue District into areas of unincorporated Sarasota County and the Englewood Area Fire Control District. Due to the level of uncertainty about the conditions that will be present within the West Villages Development and the City of North Port 20 years in the future, ESCI recommends that land be allocated for a fire station at River Road and the northwest corner of the 63-acre park site. But, a third fire station is not required or desired at this time and is not currently needed to meet service demand. Additionally, the response from Sarasota County and the Englewood Area Fire Control District may also influence or impact the decisions made by North Port at the time a third station may become warranted.

Finally, the North Port Fire Rescue District has a responsibility to provide services to all citizens within their District. ESCI recommends that a holistic system evaluation of service delivery capabilities and a gap analysis be conducted prior to committing capital expenditures, equipment, and resources to any location within the District.

CONCLUSION

In August 2019, ESCI's project team began collecting information for West Villages/North Port Fire Rescue Fire Department Station Location Study. ESCI sincerely hopes that the information contained in this report is used to its fullest extent and that the emergency services provided to the citizens of the City of North Port, the West Villages, and the surrounding area will be improved by its implementation.

The ESCI team recognizes that this report contains a large amount of information, and ESCI would like to thank the West Villages, LLLP, Staff Members and the administrative team from North Port Fire Rescue for their hospitality and efforts in bringing this project to fruition.

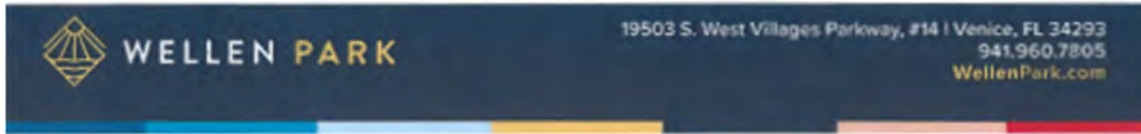
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Exhibit E

Invoice



September 6, 2022

Mr. A. Jerome Fletcher II, MPA
City Manager.
City of North Port
4970 City Hall Blvd.
North Port, FL 34286

Re: Public Safety Building Invoice

Dear Jerome:

Pursuant to Articles 3 & 4 of the Post Annexation Agreement ("PAA"), require the West Villages Improvement District and Developer to provide documentation to support the costs associated with the improvements of Fire Station No. 1 (Station 86) and the Police Sub-station along with the appurtenant improvements and necessary vehicles.

Exhibit 1, attached hereto is a project cost summary showing all project related expenses through August 15, 2022, as \$13,313,206, which is \$78,854 below the approved project budget of \$13,392,063. A copy of the approved budget is also, attached hereto and labeled Exhibit 2. Upon final completion a final invoice will be provided to the City. Currently, I do not anticipate the project cost raising above the totals shown on Exhibit 1.

The total Fire District's share of the costs including vehicles are \$8,644,224 or 60.72% of the total project costs. The Fire Division has heretofore been invoiced by the West Villages Improvement District ("WVID") \$1,406,056 and paid \$1,000,634 for the required vehicles per the PAA. It is our understanding that the remaining WVID vehicle invoices in the amount of \$405,422 will be paid, as Impact Fees are collected, and funds become available. The remaining **\$7,388,805** shall be due and paid directly to Wellen Park.

The total Police Division share of the costs are \$4,677,720 or 39.28% of the total project costs. The Police Division has heretofore been invoiced and paid \$227,232 for the costs associated with the build-out of the expansion area, which was not included in the original project scope. It is our understanding that the remaining

\$4,450,488 shall be due and paid directly to Wellen Park as Impact Fees are collected.

Please find attached hereto a thumb drive with copies of the project invoices to substantiate the combined total expense of \$13,540,441.

Should you have any questions regarding the attached cost summary or detailed invoices please do not hesitate to let me know.

Sincerely,



John E. Luczynski
Sr. Vice President, Land Development

Cc: Jason Yarborough, Asst. City Manager
Julie B. Bellia, Asst. City Manager w/encl.
Amber Slayton, City Attorney w/encl.
Scott Titus, Fire Chief
Scott Lang, Deputy Fire Chief
Nick Herlihy, Fire Division Chief w/thumb drive
Todd Garrison, Police Chief
Christopher Morales, Deputy Police Chief w/thumb drive
pwfinance@cityofnorthport.com
Lindsay Whelan, WVID Attorney w/encl.
Will Crosley, WVID Dist. Manager w/encl.
Steve Lewis, Wellen Park LLLP w/encl.
Tom Buckley, Wellen Park LLLP

EXHIBIT 1

Fire Station & Police Sub-Station

GL Code	Expense	Budget			Actual		Remaining Contracts	Projected		Comments
		Fire	Police	Total	Fire	Police		Total	Favorable / (Unfavorable)	
		60.72%	39.28%		60.72%	39.28%				
37220	Architect	\$ 297,398	\$ 192,402	\$ 489,800	\$ 300,187	\$ 194,192	\$ 8,421	\$ 502,800	\$ (11,000)	
37420	Engineer	47,057	30,443	77,500	43,283	21,531	-	54,814	22,686	
37580	Surveyor	9,411	5,089	15,500	8,965	5,800	-	14,765	735	
37310	Geo-tech	13,662	8,838	22,500	11,412	7,383	-	18,795	3,705	
37230	Environmental Consultant	4,554	2,946	7,500	-	-	-	-	7,500	
37010	Legal	18,215	11,785	30,000	23,906	15,465	-	39,371	(9,371)	Budget did not contemplate turnover costs.
37130	Landscape Architect	12,933	8,367	21,300	11,825	7,650	-	19,475	1,825	
30520	Site Prep	228,982	146,607	375,589	294,045	190,219	-	484,263	(108,674)	
32210	Community Buildings (1)	6,026,441	4,471,481	10,497,922	6,380,201	4,127,376	210,077	10,717,654	(219,732)	Includes Police Expansion area
35880	Miscellaneous Government Fees (2)	186,726	121,896	308,623	173,888	107,810	-	281,698	26,925	
38210	Builder's Risk Insurance	16,493	10,670	27,164	455	295	-	750	26,414	
35820	Municipal Extras (3)	1,418,665	-	1,418,665	1,406,056	-	-	1,406,056	12,609	
	Contingency	60,718	39,282	100,000	-	-	-	-	100,000	
	Sub-Total Fire Station No. 86 & Police Substation	8,341,256	5,050,806	13,392,063	8,644,224	4,677,720	218,498	13,540,441	(148,378)	
	Net Expansion Area					(227,232)		(227,232)	227,232	Expansion area was not part of original budget. City reimbursed in October of 2021
	Total Fire Station No. 86 & Police Substation	8,341,256	5,050,806	13,392,063	8,644,224	4,450,488	218,498	13,313,209	78,854	
	Reimbursements from CONP									
	Fire Truck				(1,000,634)			(1,000,634)		
	Fire Truck (Pending reimbursement)				(254,785)			(254,785)		
	Total Cost, net of City Reimbursement				\$ 7,388,805	\$ 4,450,488	\$ 218,498	\$ 12,057,791		

(1) Includes the following budget items: Building & General Conditions, Police Garage & Canopy, Helipad & Preto Island rework, Builder's Risk

(2) Includes the following budget items: City Utility Inspection fee, DEP permit fees, Building permit, City Zoning, Fire, Road & Damage, Impact Fees and ERC's

(3) Includes the following budget items: Fire Truck, Brush Truck, Command Vehicle, Inflatable boat

(4) Municipal Extras Detail

Fire Truck	1,255,418
Brush Truck	36,631
Command Vehicle	113,967
	<u>1,406,056</u>
Funded by CONP	<u>(1,000,634)</u>
Funded by Developer	<u>405,422</u>

EXHIBIT "Z"



April 22, 2021

Mr. Jason Yarborough,
Interim City Manager.
City of North Port
4970 City Hall Blvd.
North Port, FL 34286

Re: Public Safety Building Final Budget

Dear Jason:

Pursuant to paragraphs 3.2 & 4.2 of the Post Annexation Agreement ("PAA") regarding the Proposed Budget for the Fire Station and Police Substation, please find attached hereto the \$13,392,063 budget for the 25,769 square foot combined Public Safety Building, which includes Site work, Building, FF&E as well as the required Fire Vehicles, which have heretofore been ordered. The cost for the Fire Department portion of the project is \$8,326,757 and the Police Department portion of the project is \$5,050,806. All items shown on the budget have been contracted for, thus the costs are known, except for the final City of North Port Impact Fees, the Impact Fee amounts shown are the estimates that you provided during the design phase.

The total budget of \$13,392,063, is \$1,231,438 higher than the anticipated budget developed when the Post Annexation Agreement was entered into, the higher budget is directly related to the addition of 4,123 additional square footage for the Police Department as well as the addition of a +/- 1,900 square foot garage for the Police to store message boards, traffic cones and other traffic control items, than was contemplated by the PAA.

The Budget does contain a \$100,000 Contingency and Willis Smith's contract also includes an additional contingency; thus, we are comfortable the project should be completed with the planned fourteen (14) month construction schedule and within

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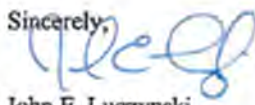
budget.

Please note, the budget does not include the recently requested items from the police department to furnish and finish the expansion space that is included in the planned project. Willis Smith is working on a separate budget for the completion of that space and when completed and reviewed by the project architect, we will present to the Police Department for their review and approval.

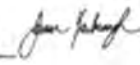
The Post Annexation agreement requires the City Manager to approve the Budget and a process for any Change Orders that would modify the total budget of \$13,392,603. If you would please document your approval by signing below and returning a copy at your earliest convenience.

Should you have any questions regarding the attached cost summaries or detailed invoices please do not hesitate to let me know.

Sincerely,



John E. Luczynski
Sr. Vice President, Land Development

City of North Port City Manager Approval: 

Digitally signed
by Jason
Yarborough
Date: 2021.05.11
13:34:36 -04'00'

Approval Date: _____

Cc: Todd Garrison, Police Chief
Chris Morales, Asst. Police Chief
Scott Titus, Fire Chief
Scott Lane, Asst. Fire Chief
Julie B. Bellia, Asst. City Manager w/encl.
Amber Slayton, City Attorney w/encl.
Lindsay Whelan, WVID Attorney w/encl.
Will Crosley, WVID Dist. Manager w/encl.
Steve Lewis, Wellen Park LLLP w/encl.

Final April 28th, 2021

Fire Station & Police Sub-Station

	Budget	Fire	Police	%	Comments
	15,347	15,329	15,768	100.00%	Training room in the Police Square footage
	69.72%	69.72%	39.28%		
Architect	\$495,000	\$297,338.26	\$292,401.74	5.60%	PIA Signed Contract
Engineer	\$77,500	\$47,006.60	\$40,448.81	5.18%	AM Signed Contract
Surveyor	\$35,500	\$8,431.94	\$6,688.66	0.12%	Britt Signed Contract
Geo-tech (Soilings & Testing)	\$22,500	\$13,680.82	\$8,688.88	0.17%	Universal Signed Contracts
Environmental Consultant	\$7,500	\$4,553.87	\$2,945.13	0.04%	ECT - bill under architect contract
Legal (Arch. Contract; Wills-Smith Contract)	\$80,000	\$18,735.49	\$11,784.01	0.22%	Allowance
1/A	\$21,900	\$12,893.30	\$8,367.00	0.18%	EH Contract signed
Site Prep (Clearing & bringing Pad up, Sanitary Sewer & Storm Status)	\$358,239	\$217,204.50	\$140,714.50	2.67%	Clearing, Mass Earthwork & Erosion Control contracted for and to be completed with the Downtown Grand Lakes and these unit prices
Drain Hydrant	\$1,890	\$2,370.00	\$0.00	0.02%	
City Utility Construction Inspection Fee	\$5,090	\$5,005.52	\$1,884.08	0.04%	
DEP Permit Fees	\$1,450	\$1,487.60	\$963.40	0.02%	
WV/D Allowances for Private Car	\$15,000	\$8,107.75	\$6,092.25	0.11%	
City Building Permit	\$17,432	\$10,572.30	\$6,888.76	0.13%	per City
City Zoning, Fire, Road & Drainage... (Part of Building Permit)	\$14,142	\$8,586.69	\$5,555.16	0.11%	per City Estimate, removes the Roadway Construction Fee, since that is going away for West Villages
Impact Fees (excluding Police & Fire)	\$168,838	\$102,515	\$66,322	1.28%	per City
Impact Fee - Fire	\$7,180	\$7,183.81		0.08%	per City Estimate
Impact Fee - Police	\$5,730		\$5,733.38	0.04%	per City Estimate
ERC's - Water	\$41,432	\$25,144.66	\$16,267.34	0.31%	ERC's to be purchased from Thomas Ranch Intangibles
ERC's Wastewater	\$46,475	\$28,117.62	\$18,255.38	0.35%	ERC's to be purchased from Thomas Ranch Intangibles
Builders Risk Insurance	\$17,104	\$16,485.87	\$10,670.38	0.20%	Based on the annual sum to W/P of \$21,735, with a \$25,000 deductible; covers a 15-month construction timeframe
IR&G & General Conditions	\$3,800,780	\$5,950,869.81	\$5,040,013.60	73.18%	Police Sub-station grew by +/- 4,000 sq. plus the addition of a +/- 1,800 sq garage to store cars and other items need to manage traffic for Braves games etc.
Police Garage & Canopy	\$572,676		\$573,678.00	4.28%	Added to project post FAA
Helipad & Photo Island network	\$124,663	\$75,571.82	\$48,891.18	0.90%	
Fire Truck	\$1,258,165	\$1,250,165		9.60%	Best Truck ordered at \$994,084; equipment ordered at \$260,800
Command Vehicle	\$120,000	\$106,000		0.50%	Vehicle has been ordered by the WV/D
Brush Trailer	\$85,500	\$45,000		0.29%	Vehicle has been ordered by the WV/D
Sub-total Fire Station No. 85 & Police Substation	\$13,202,003	\$8,288,098	\$5,011,534	99.25%	
Contingency	\$100,000	\$60,718.40	\$39,281.70	0.79%	Add \$200k in contingency included in W/S Contract, which Walter Park must approve the use of
Total Fire Station No. 85 & Police Substation	\$13,302,003	\$8,348,797	\$5,050,804	100.00%	Police Sub-station grew by +/- 4,000 sq. plus the addition of a +/- 1,800 sq garage to store cars and other items need to manage traffic for Braves games etc.
Estimates at time of P&A	\$12,546,125	\$8,313,127.00	\$5,832,898.00		Due to the Police adding in an additional 4,123 sq ft to the building and a +/- 6,000 sq. ft garage
Variance	755,238.888	535,670.20	318,117.808		

8720054.v1

Date of Issuance:	Effective Date:
Owner: West Villages Improvement District	Owner's Contract No.: N/A
Contractor: The deMoya Group, Inc.	Contractor's Project No.: N/A
Engineer: Dewberry Engineers, Inc.	Engineer's Project No.: N/A
Project: Wellen Park Blvd. Roundabout & US 41/SR 45 Improvements Project	Contract Name: N/A

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

Description: Additional quantity not bid for Temporary Base, Temporary Pavement, 18" Pipe. Work previously completed.

Attachments: de Moya Group Request for Change Order #11.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
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>10</u> to No. <u>11</u> : \$37,800.00	[Increase] [Decrease] from previously approved Change Orders No. <u>10</u> to No. <u>11</u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days
Contract Price prior to this Change Order: \$10,900,834.72	Contract Times prior to this Change Order: Substantial Completion: <u>714 days</u> Ready for Final Payment: <u>744 days</u> days or dates
[Increase] [Decrease] of this Change Order (circle one): \$61,510.00	[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: \$10,962,344.72	Contract Times with all approved Change Orders: Substantial Completion: <u>714 days</u> Ready for Final Payment: <u>744 days</u> days or dates

RECOMMENDED:	RECOMMENDED:	ACCEPTED:
By: <u>Giacomo S. Licari</u> <small>Digitally signed by Giacomo S. Licari DN: cn=Giacomo S. Licari, o=Dewberry, ou=US, c=US, email=gslicari@deberry.com</small>	By: <u>Robert Hill</u> <small>Digitally signed by Robert Hill Date: 2024.10.17 20:33:51 -04'00'</small>	By: <u>Alex Lawrence</u> <small>Digitally signed by Alex Lawrence DN: cn=Alex Lawrence, o=The deMoya Group, ou=US, c=US, email=alex@demoyagroup.com</small>
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

APPROVED BY OWNER:

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

Request for Change Order

RCO Date: 8/9/2024

RCO #: 11

Project Name: WELLEN PARK VILLAGE D ROUNDABOUT

Reason/Description: 1) Additonal Quantity not bid on Temporary Base, Temporary Pavement, 18" Pipe.

Pay Item#	Description	Quantity	UOM	Unit Price	Total
VILLAGE D MISCELLANOUS ITEMS					
0102-2200	Special Detour- Temporary Pavement	638	SY	\$ 20.00	\$12,760.00
0102-XXXX	Special Detour- Temporary Base	835	SY	\$ 50.00	\$41,750.00
0430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	70	LF	\$ 100.00	\$7,000.00

NET CHANGE: \$61,510.00

These changes will Add (0) Days to the Construction Schedule

Qualifications/Exclusions:

- 1 Proposal valid for 30 days
- 2
- 3

We agree to the work of this RCO proposal and this work is hereby incorporated into the scope of work of the contract and The de Moya Group can proceed with this work accordingly. Further, we agree that The de Moya Group will be paid for this work in the pay period the work is performed and there is no further approvals necessary which may delay payment. For all intents and purposes and upon signature below, this document is a change order to the contract.

Agreed to:

BY: _____

Title: _____

Date: _____

WORK AUTHORIZATION #3
AMENDMENT 04

October 01, 2024

West Villages Improvement District

Subject: **Work Authorization #3 Amendment 04**
 West Villages Improvement District

Dear Chairman, Governing Board:

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

I. Scope of Work

West Villages Improvement District will engage the services of the Engineer, as Project Engineer to perform those services as outlined in **Exhibit A** attached to this Work Authorization, and attendance at meetings of the District's Governing Board as requested by the District. The purpose of this amendment is to extend the Work Authorization from October 1, 2024 to October 1, 2025 and supplement Work Authorization fees by an additional \$150,000, thereby increasing total value from contract inception from not to exceed \$300,000 to not to exceed \$450,000.

II. Fees

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

This Work Authorization #3 Amendment 04, together with the Agreement, represents the entire understanding between the West Villages Improvement District and Engineer with regard to the referenced Work Authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

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


<p>APPROVED AND ACCEPTED</p> <p>By: _____ Authorized Representative of West Villages Improvement District Date: _____</p>	<p>Sincerely,</p>  <p>By: _____ B. Kelley Klepper, Vice President Kimley-Horn and Associates, Inc. Date: <u>October 1, 2024</u></p>
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EXHIBIT A

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

PROJECT BACKGROUND

The West Villages Improvement District (District) Reuse Distribution System consists of a Florida Department of Environmental Protection (FDEP) permitted 4.82 million-gallons per day (MGD), annual average daily flow (AADF), slow-rate public access reuse system. The FDEP Permit (No. FLAB07114) was issued on March 17, 2020, and reporting became effective May 2020. Land application (R-001) is a reuse system which consists of a general reuse service area to provide existing and potential users with Part III public access reclaimed water provided by the Southwest Wastewater Reclamation Facility (SWWWRF), Englewood Water District Water Reclamation Facility (EWDWRF), and the Sarasota County South Master Reuse System (SCSMRS). Reclaimed water may be supplemented by ground water from well(s) permitted by the Southwest Florida Water Management District. Reclaimed water from the SWWWRF, EWDWRF, and SCSMRS facilities along with the supplemental ground water well(s) is stored in the PIL-3 (Gran Paradiso) and PIL-4 (Village K) storage ponds.

PURPOSE

The purpose of this scope of services is to provide the District assistance to meet and maintain compliance with the FDEP Reuse Distribution System permit. The assistance includes developing documentation, schedules, manuals, reports, and databases with the goal to establish systems that can be provided to District operations staff to maintain the Reuse Distribution System in compliance with the permit and an increase in Work Authorization fees from not to exceed \$300,000 to not to exceed \$450,000, for continuing these services through October 01, 2025 and an extension of the Work Authorization schedule to October 01, 2025.

SCOPE OF SERVICES

TASK 1 - MONTHLY AND ANNUAL REPORTING PREPARATION

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

The Engineer will prepare the 2024 Annual Reuse Report and provide the report for the District to review prior to submittal to the FDEP by January 1, 2025. The District will provide the data that is required to complete the 2024 Annual Reuse Report.

TASK 2 – DEVELOP REUSE DISTRIBUTION SYSTEM REQUIRED DOCUMENTATION

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

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

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

TASK 3 – MAINTAIN REPORTING DATABASE, DOCUMENTS, AND SCHEDULE

The Engineer will maintain the following information in spreadsheets:

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

TASK 4 – MISCELLANEOUS ASSISTANCE

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

- Additional reporting not included in Task 1
- Permit Applications for new users
- Training of WVID to complete monthly and quarterly reporting and maintaining documents and databases.
- Application to renew the existing FDEP facility permit

Additional Services if Required

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

- Hydrogeological Services
- Water Quality Testing
- Environmental Services
- Major or Minor Permit Modifications

Schedule

The work shall commence upon execution of this Work Order and will be provided as mutually agreed with the District. It is anticipated that the services listed in the scope will meet the permitting requirements through October 1, 2025.

Fees and Expenses

Professional will complete the above scope of services on a time and material basis, pursuant to the hourly rate schedule contained in the Agreement and not to exceed \$450,000 in total value since contract inception. Client agrees to pay all permitting fees.

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

October 25, 2024

RESPEC Company, LLC
6561 Palmer Park Circle, Suite D
Sarasota, Florida 34238

Re: Termination of General Irrigation Program Implementation Services Agreement

To Whom It May Concern:

As you know, I serve as District Manager for the West Villages Improvement District (“District”). The District and RESPEC Company, LLC (“Contractor”) entered into that certain *Agreement Between the West Villages Improvement District and RESPEC Company, LLC for General Irrigation Program Implementation Services* dated February 16, 2024 (“Agreement”). At the October 25, 2024 meeting of the District’s Board of Supervisors, the Board voted to terminate the Agreement. Pursuant to Article 18 of the Agreement, the District may terminate for any reason with ten (10) days written notice. Please let this letter serve as a notice of termination of the Agreement.

Thank you for your cooperation in this regard and for your past services to the District. If you have any questions, please contact me at (941) 244-2805 or wcrosley@sdsinc.org.

Sincerely,

William Crosley
District Manager

cc: Lindsay Whelan, District Counsel
Bennett, Davenport, District Counsel

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND
SWCA, INCORPORATED FOR GENERAL IRRIGATION PROGRAM
IMPLEMENTATION SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this 25th day of October 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

SWCA, Incorporated, an Arizona corporation, whose mailing address is 20 E Thomas Road, Suite 1700, Phoenix, Arizona 85012 (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:** SWCA, Incorporated
20 E Thomas Road, Suite 1700
Phoenix, Arizona 85012
Attn: Dave Kelly
- 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*.

ARTICLE 31. ANTI-HUMAN TRAFFICKING STATEMENT. Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.

ARTICLE 32. EFFECTIVE DATE. This Agreement shall be effective on November 4, 2024.

[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

SWCA, INCORPORATED

Witness

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A
Scope of Services



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October 17, 2024

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

Re: General Irrigation Program Implementation Services 2024-2025

Dear Mr. Luczynski:

SWCA 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 years 2024-2025.

Task 1 – General Hydrogeologic and Irrigation Program Services for 2024-2025

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.

SWCA 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. SWCA 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. SWCA will prepare a well pump testing report documenting the well testing information collected and analyzed for each of the three groundwater wells.

SWCA will perform ongoing water supply planning evaluations. This will consist of working with WVID engineers to develop water supply planning for the future Winchester Ranch developments as needed. SWCA will also work with WVID and representatives of the City of North Port on desktop water supply planning as needed.

SWCA 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 or supply demands, except for new groundwater demands, beyond what is currently permitted under WUP 20-3872.024. Any changes to groundwater demands may be considered a major modification and may be performed under a separate scope of services.

SWCA will work with representatives of WVID to develop and submit to the Southwest Florida Water Management District the 2024 water year annual environmental report, and ERP annual report in compliance with Special Condition No. 5 and 13 of the water use permit.

SWCA will work with representatives of WVID to develop and implement a surficial aquifer groundwater monitoring plan in accordance with Special Condition No. 32 of WUP 20-3872.024. This work will include identifying location for three (3) piezometers and developing monitoring plan for approval by the SWFWMD. SWCA will develop construction specifications for installation of the proposed piezometers. The installation and monitoring of the piezometers will be provided under a separate scope of work. The monitoring wells (piezometers) shall be installed by a licensed Florida well drilling contractor.

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 20-3872.024
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.
3. This scope of work does not include installation or monitoring of piezometers in accordance with Special Condition No. 32 of WUP 20-3872.024. SWCA assumes those services will be provided under a separate standalone scope of work. The monitoring wells (piezometers) shall be installed by a licensed Florida well drilling contractor.
4. Client will provide all permit application, compliance, and public noticing fees as needed.
5. Client will provide ownership document(s) such as warranty deed as needed.
6. Client will provide authorized agent information.
7. No surface water modeling will be performed under this scope of services.
8. No ERP or exemptions will be needed. Those services can be provided under a separate scope.
9. Client will directly hire contractor(s), if needed, related to compliance activities, such as meter calibrations.
10. SWCA 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.
11. 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.
12. Drawings, plans, etc. prepared by SWCA 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 SWCA.



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13. 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.
14. No appearances or presentations before an Administrative Hearing Officer or Judge 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 SWCA 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.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Kelly".

David Kelly
SWCA Southeast Director Mining and Water

RESOLUTION 2024-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT REGARDING REMITTANCE OF COLLECTED WELL AVAILABILITY FEES IN CONNECTION WITH WEST VILLAGE IMPROVEMENT DISTRICT'S IRRIGATION QUALITY WATER SERVICE AND RELATED WATER USE PERMIT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Villages Improvement District (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “**Act**”) for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure and providing certain public services supporting a large-scale master-planned community known as Wellen Park encompassing an area of over 12,000 acres; and

WHEREAS, the District’s provision of public infrastructure and services includes the provision of a master-planned irrigation quality water service; and

WHEREAS, Water Use Permit No. 20-003872 (the “**WUP**”) is a central, and essential component regulating the District’s operation of its irrigation quality water service and the District’s access to, and use of, groundwater to meet irrigation demand; and

WHEREAS, the water use rights granted by the WUP, and the rights generally to seek a permit for the withdrawal of groundwater within the area served by the District’s irrigation service, were held by private parties, Thomas Ranch Intangibles, LLLP, and The Ranch Land Operations, LLLP (the “**Ranch Entities**”); and

WHEREAS, in order to facilitate provision of a master-planned irrigation quality water service and provide for the efficient and reliable provision of irrigation quality water within the District’s service area, the District and the Ranch Entities cooperated in securing the issuance of WUP revision number 20-003872.019, which added the District as a permittee and regulates various aspects of water use by the District to meet irrigation needs within the District; and

WHEREAS, the parties agreed that certain fees would be paid to the Ranch Entities in consideration of the Ranch Entities’ assignment of rights and interests to allow the District to be added as a permittee under the WUP and thereby have authority to access and utilize groundwater to meet irrigation needs within the District’s service area (“**Well Availability Fee**”); and

WHEREAS, that agreement was memorialized in writing in that certain “Irrigation Water Supply Agreement” (the “**Groundwater Supply Agreement**”) between the District and Ranch Entities recorded in December 2018; and

WHEREAS, Section (3)(2)(q) of the Act authorizes the District to prescribe, fix, establish, and collect rates, fees, rentals, fares, or other charges for the property, facilities and services made available, furnished, or to be furnished by the District, and to recover the cost of making or authorizing the connection to any District facility or system or installing works or improvements on or within District property interests after public hearing thereon; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District have previously adopted Resolution Nos. 2018-18, 2020-08, 2021-15, 2023-08, and 2024-13 (the “**Irrigation Rate Resolutions**”) adopting and imposing rates for the District’s provision of its irrigation quality water service (hereinafter, the “**Irrigation Rates**”); and

WHEREAS, the Irrigation Rates approved in each of the Irrigation Rate Resolutions have included amounts intended to pay Well Availability Fees to the Ranch Entities as intended and agreed by the Ranch Entities and the District and memorialized in the Groundwater Supply Agreement; and

WHEREAS, Gran Paradiso Property Owners Association (“**Gran Paradiso**”) filed a suit against the District in November 2022 alleging, among other things, that the District did not comply with Florida’s Sunshine Law with regard to the District’s adoption of Resolution 2018-18, *Gran Paradiso Property Owners Association v. West Villages Improvement District, et al.*, Case No. 2022-CA-005368 (Fla. 12th Cir. Ct. 2022) (the “**Litigation**”); and

WHEREAS, as a result of the Litigation a temporary injunction was entered making preliminary, non-final findings that the District likely did not comply with Florida’s Sunshine Law and holding that the District was temporarily “restrained from applying” Resolution 2018-18 and the Groundwater Supply Agreement pending final resolution of the Litigation on the merits; and

WHEREAS, that temporary injunction further provided that Gran Paradiso would, during the pendency of such temporary injunction, pay the District a certain amount per 1,000 gallons of irrigation quality water delivered by the District and escrow the difference between that amount and the District’s actual adopted Irrigation Rates; and

WHEREAS, the temporary injunction did not address the District’s provision of its irrigation quality water service, the WUP, the District’s Irrigation Rates, nor Irrigation Rate Resolutions 2020-08, 2021-15, 2023-08, or 2024-13; and

WHEREAS, the Litigation does not directly challenge the District’s Irrigation Rates, Irrigation Rate Resolutions 2020-08, 2021-15, 2023-08, or 2024-13, the substance of the District’s Groundwater Supply Agreement, nor the District’s substantive authority to enter into an agreement concerning assignment of the Ranch Entities’ rights with regard to the WUP; and

WHEREAS, the Ranch Entities were not parties to the Litigation nor before the Court when the temporary injunction was entered and were only recently added by Gran Paradiso as parties; and

WHEREAS, the Litigation remains pending and no final order has been entered on the merits of any issues raised in the Litigation and the District continues to defend the Litigation; and

WHEREAS, the Well Availability Fees that would be collected by the District under the Irrigation Rate Resolutions from Gran Paradiso are included in the funds that Gran Paradiso is presently required to escrow per the temporary injunction; and

WHEREAS, the Well Availability Fees the District has otherwise collected pursuant to its adopted Irrigation Rates have been escrowed by the District at the Board's direction and not yet remitted to the Ranch Entities; and

WHEREAS, the Ranch Entities have demanded that the District remit Well Availability Fees in accordance with the parties' understanding and agreement concerning the WUP and the District's continued operation thereunder; and

WHEREAS, the Ranch Entities' agreement to add the District as a permittee under the WUP and to assign to the District the benefit of the rights and authority granted thereby was not gratuitous and was based on the promises of the District as memorialized in the Groundwater Supply Agreement; and

WHEREAS, groundwater remains a necessary and important means of meeting irrigation demands within the District's service area and the only viable alternative to replace such supply is more costly potable water; and

WHEREAS, the District has continued to operate under the WUP and has continued to utilize millions of gallons groundwater on an average monthly basis to meet the irrigation needs of the public; and

WHEREAS, the District and the public have continued to enjoy the benefits of the District's rights and authority as a permittee under the WUP; and

WHEREAS, proper and adequate irrigation is important to the public's enjoyment of their community and property; and

WHEREAS, loss of groundwater to meet irrigation demand would present significant risk and harm to the public in the form of increased costs, decreased property values, and damage to existing landscaping; and

WHEREAS, ensuring continued availability and use of groundwater is in the best interests of the public and the District and essential to the effective and efficient operation of the District's irrigation services and to meet public demand for irrigation quality water; and

WHEREAS, remitting collected Well Availability Fees to the Ranch Entities is consistent with the intent and agreement of the parties, the Irrigation Rate Resolutions, and the

District's continued operation under the WUP and use of groundwater thereunder to meet the irrigation demands of the District's customers.

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The Board affirms the findings, conclusions, and determinations of the Irrigation Rate Resolutions and the findings, intent, and mutual agreements of the District and Ranch Entities as memorialized in the Groundwater Supply Agreement.

SECTION 3. Any provision contained in prior resolutions inconsistent or in conflict with the provisions set forth herein are hereby repealed to the extent of such inconsistency or conflict.

SECTION 4. The District's staff shall remit Well Availability Fees collected and held in escrow to the Ranch Entities, and shall remit Well Availability Fees as are further collected pursuant to the District's Irrigation Rates and as is in accordance with the mutual agreement and intent of the parties as memorialized in the Groundwater Supply Agreement pending any further direction of the District's Board. Such payments are made without relinquishment or waiver of any rights of the District and are made under protest pending resolution of any claims that may be made in the Litigation in order to preserve such rights to the fullest extent possible.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of October, 2024.

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors



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Member Florida & Colorado Bar
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EMAIL BBENNINGTON@SHUTTS.COM

September 17, 2024

VIA EMAIL (Joseph.Brown@kutarock.com)

Joseph A. Brown, Esq.
Kutak Rock LLP
P.O. Box 10230
Tallahassee, FL 32302

Re: Demand for Payment of Well Availability Fees

**Irrigation Water Supply Agreement (2018) between West Villages
Improvement District and The Ranch Land Operations, LLLP, and Thomas
Ranch Intangibles, LLLP**

Dear Mr. Brown:

As you know, our firm represents The Ranch Land Operations, LLLP, and Thomas Ranch Intangibles, LLLP (collectively, the "Ranch Entities"), in the litigation filed by Gran Paradiso Property Owners Association, Inc. ("Gran Paradiso") against your client, the West Villages Improvement District ("WVID"), as well as (most recently), the Ranch Entities and Lennar Homes LLC ("Lennar") (not yet served with process), in Sarasota County, Florida, Case No. 2022-CA-005368-SC (the "Litigation"). This letter follows up on our colleagues', Manson Bolves Donaldson & Tanner, P.A., correspondence to WVID, dated September 22, 2023, regarding the Irrigation Water Supply Agreement, executed December 4, 2018 ("Irrigation Agreement"). Please accept this letter as our clients' effort, and a demand, to resolve the outstanding issues regarding the payment of "well availability fees" attendant to the Gran Paradiso community, as well as all other communities for which WVID is escrowing or withholding well availability fees.

As you are aware, under the Irrigation Agreement, the Ranch Entities are the sole and exclusive provider of groundwater to WVID for irrigation of the relevant communities, including Gran Paradiso. To facilitate the provision of ground water, the Ranch Entities authorized WVID to use quantities of water pursuant to the Southwest Florida Water Management District Water Use Permit No. 20 003872.019. In return, WVID is contractually obligated to pay well availability fees to the Ranch Entities on a quarterly basis. Noteworthy is that the obligation to pay outstanding well availability fees survives the expiration or termination of the Irrigation Agreement.

For all communities, including Gran Paradiso, the last time period for which WVID paid the requisite fees to the Ranch Entities was July thru September of 2022. As a result, and through no fault of their own, the Ranch Entities have not received the critical and necessary consideration that was bargained for in the Irrigation Agreement. Instead, the Ranch Entities are effectively allowing WVID use and have access to water for zero remuneration. This must be resolved forthwith.

For additional context regarding Gran Paradiso, in Litigation, on May 17, 2023, prior to the Ranch Entities being parties to the Litigation, the Court entered an Injunction, prohibiting WVID from applying the Irrigation Agreement to Gran Paradiso, and further ordering Gran Paradiso to pay WVID's irrigation fee invoices into an escrow account. Notwithstanding that Order, nothing in the Injunction excuses WVID's non-payment of the well availability fees to the Ranch Entities for several reasons:

First, the Irrigation Agreement is between WVID and the Ranch Entities. The contractual requirement to pay fees directly to the Ranch Entities is WVID's contractual obligation, and not one between Gran Paradiso and the Ranch Entities. This is consistent with the Irrigation Agreement's express terms stating that obligations to pay such fees survive the expiration or termination of the Agreement.

Second, and for the reasons stated in Manson Bolves' September 22, 2023, correspondence (to avoid repetition), the Irrigation Agreement's Force Majeure clause likewise does not excuse WVID's obligation to pay the fees to the Ranch Entities because the Court's Injunction was prompted, created, and/or caused by events under the control of WVID.

Third, pursuant to Section 8(c) of the Irrigation Agreement, in the event that a property association fails to pay WVID its portion of the well availability fees, WVID is only excused from paying fees to the Ranch Entities as long as WVID diligently pursues collection of the delinquent fees, assesses any legally permissible penalties, and discontinues the supply of irrigation water to the defaulting association.

Finally, regarding communities other than Gran Paradiso, the well availability fees owed to the Ranch Entities are likewise delinquent, and WVID has not been excused from making the requisite payments.

In response to this correspondence, if WVID takes the position that the Irrigation Agreement is unenforceable due to the Court's Injunction, then the Ranch Entities, in turn, have no obligation to WVID, on the whole, to permit access and use of irrigation water. While the Court's Injunction may currently enjoin WVID from discontinuing irrigation water to Gran Paradiso, the Injunction does not order the Ranch Entities to continue providing irrigation water to Gran Paradiso, the other communities, or WVID, especially for free.

For the past two years, the Ranch Entities have continuously provided the access and use of water that was contracted with WVID. However, it has not been compensated pursuant to the

Irrigation Agreement. Now that the Ranch Entities are parties to the subject Litigation, the outstanding water availability fees owed by WVID to the Ranch Entities for Gran Paradiso must be paid current in the amount of **\$139,557.39** for the time period of October 2022 thru June 2024. For all other communities, the outstanding fees must be paid current in the amount of **\$395,181.54**. The Ranch Entities hereby demand payment of those amounts. Additionally, when WVID receives invoices for the current quarter ending September 30, 2024, the Ranch Entities will also expect timely payment. While the Ranch Entities are hopeful to reach an amicable resolution, if one cannot be reached, the Ranch Entities will be left with no alternative than to further explore all available options and legal remedies.

Lastly, we understand that WVID has requested all documents and information regarding Gran Paradiso's escrow of fees pursuant to the Court's Injunction. Please promptly provide copies of all items that are produced and/or any other documentation previously produced which memorializes an accounting of the escrowed funds.

Please cause your client to remit payment to the Ranch Entities no later than September 30th, 2024. Thank you for your client's prompt attention to the within.

Very truly yours,

SHUTTS & BOWEN LLP

/s/ Bud Bennington

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