



WEST VILLAGES IMPROVEMENT DISTRICT

CITY OF NORTH PORT SARASOTA COUNTY REGULAR BOARD MEETING DECEMBER 12, 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
REGULAR BOARD MEETING
December 12, 2024
10:00 a.m.

A. Call to Order	
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AFFIDAVIT OF PUBLICATION

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2501 Burns RD
STE A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; with circulation in Sarasota, Manatee and Charlotte Counties; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Sarasota, Manatee and Charlotte Counties, Florida, or in a newspaper by print in the issues of, on:

12/03/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/03/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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WEST VILLAGES IMPROVEMENT DISTRICT NOTICE OF BOARD MEETING AND ATTORNEY-CLIENT SESSION

Notice is hereby given that the West Villages Improvement District ("District") Board of Supervisors ("Board") will conduct the following attorney-client session at its special board meeting:

Attorney-Client Session
December 12, 2024, at 10:00 a.m.
470 City Hall Boulevard
North Port, Florida 34285

The attorney-client session, which is closed to the public, is being held pursuant to Section 284.01(1)(b), Florida Statutes, to discuss settlement negotiations or strategy related to litigation expenditures concerning the ongoing litigation entitled Gran Paradiso Property Owners Association, Inc. v. West Villages Improvement District, Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, Case No. 2022-CA-005368-SC. The following persons are anticipated to be in attendance at the attorney-client session: John Luczynski, Christine Masney, Thomas Bucklev, John Meisel, Steve Lewis, Lindsay Whelan, Joe Brown and a court reporter. The attorney-client session is expected to last approximately thirty minutes.

The regular board meeting begins at 10:00 a.m. on the same date and at the same location and will continue after the attorney-client session for the purpose of considering any business of the District. The board meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. A copy of the agenda for the meeting may be obtained from the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida, 33410, Phone: (941) 244-2703. The board meeting may be continued to a date, time, and place approved by the Board on the record without additional publication of notice. 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 this meeting/hearing/workshop is asked to advise the District Office of least forty-eight (48) hours before the meeting/hearing by contacting the District Manager at (813) 344-4844. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

West Villages Improvement District
William Crosley, District Manager
www.westvillagesid.org
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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
SPECIAL BOARD MEETING
OCTOBER 25, 2024**

A. CALL TO ORDER

The October 25, 2024, Special Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 10:05 a.m. in the Chambers Room of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed the notice of the Special Board Meeting had been published in the *Sarasota Herald-Tribune* on October 15, 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	Kyle Wilson	Special District Services, Inc.
District Counsel	Michael Eckert	Kutak Rock LLP
District Engineer	Giacomo Licari	Dewberry

Also present were Todd Wodraska & Michelle Krizen of Special District Services, Inc.

D. DISCUSSION REGARDING PUBLIC DECORUM AT BOARD MEETINGS

Chairman Luczynski determined that since there was only one person in attendance that the public decorum policy reading could be waived.

E. COMMENTS FROM THE PUBLIC REGARDING ALL AGENDA ITEMS

Tim Graney, Senior Vice President with Mattamy Corporation (“Mattamy”), provided an update related to the Unit of Development No. 2 property on the northwest corner of U.S. 41 and West Villages Parkway (commonly referred to as Thomas 167). Mattamy obtained control of the property as part of a larger transaction back in 2020. This property had been burdened with a large debt allocation and, as a result, had delinquent property taxes and assessments dating back to 2010. Progress on negotiation of a potential bond purchase was delayed by a variety of factors including the purchase/sale of the investment company holding the bonds and the Covid pandemic. However, on October 24, 2024, Mattamy made a payment of approximately \$6 million to the Sarasota County Tax Collector to pay the outstanding taxes and

assessments, including interest thereon, for the period from 2010 to 2018. Mr. Graney estimated that approximately \$3 million of this payment would flow through to WVID as it represents payment of Unit 2 O&M, Unit 1 Debt Service, Unit 1 O&M and interest thereon. The Tax Collector will determine the actual allocation of interest and amounts distributed to WVID. Taxes and assessments for 2019 – 2024 remain outstanding to allow additional time for potential negotiation of the outstanding bonds. O&M due to WVID for this period is significantly less than amounts paid above due to fewer years outstanding and fewer periods of accrued interest. Chairman Luczynski asked whether the property would be transferred to the Wellen Park division for development. Mr. Graney indicated he was hopeful that a financially viable arrangement could be reached with the bondholders to facilitate development, but that has not been definitively determined at this time. There was additional discussion on the history of the Thomas 167 property and potential uses of proceeds coming back to WVID. Chairman Luczynski asked staff to research and report back at the December meeting as to how these proceeds can be legally used.

F. APPROVAL OF MINUTES

1. September 12, 2024, Public Hearing & Regular Board Meeting

The September 12, 2024, Public Hearing & Regular Board Meeting minutes were presented for consideration.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the minutes of September 12, 2024, Public Hearing & Regular Board Meeting, as presented.

2. October 3, 2024, Contractor Prequalification for Construction and Maintenance Services

The minutes of the October 3, 2024, Contractor Prequalification for Construction and Maintenance Services were presented for consideration.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously approving the minutes of October 3, 2024, Contractor Prequalification for Construction and Maintenance Services, as presented.

G. GENERAL DISTRICT MATTERS

1. Consider Resolution No. 2024-23 – Prequalifying Contractors for Construction and Maintenance Services

Mr. Crosley presented Resolution No. 2024-23, entitled:

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.

Mr. Crosley indicated, at the direction of the Board, that staff published a legal advertisement for anyone interested in submitting their professional qualifications to be a prequalified contractor for construction and

maintenance services to submit an RFQ package to the District. This process was followed earlier this year but had very little response. This round of prequalifying produced more submittals and once the deadline for submission passed, the Committee met to evaluate the packages received and prepare recommendations of who should be considered as a prequalified contractor. The Committee met on October 3, 2024, and reviewed all the submittals.

A **MOTION** was made by Mr. Lewis prequalifying the following contractors for construction and maintenance services: **Artistree Landscape Maintenance and Design; Impact Landscaping and Irrigation LLC; SunnyGrove Landscape and Irrigation Maintenance; and Yellowstone Landscape; for (i) Irrigation Facilities; (ii) Landscape Installation; (iii) Hardscape Facilities; and (iv) Landscape and Irrigation Maintenance; and DeAngelo Contracting Services dba Aquagenix, Eco-Logic Services LLC; and Crosscreek Environmental, Inc.;** for i) Exotic Vegetation Removal; and (ii) Lake and Littoral Maintenance. The **MOTION** was seconded by Ms. Masney and passed unanimously.

2. Consider Work Authorization No. 2025-01 to Dewberry for General Engineering Services

Mr. Licari went over the details of Work Authorization No. 2025-01, which provides the renewal and authorization for Dewberry Engineering to continue to provide general engineering services to the District for fiscal year 24/25.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving Work Authorization No. 2025-01 to Dewberry for General Engineering Services, as presented.

3. Consider Work Authorization No. 2025-02 – to Dewberry for Turn Lanes, Surveying, Final Engineering and Permitting

Mr. Licari presented Work Authorization No. 2025-02 and went over the new areas of development that will occur along Preto Boulevard and Playmore Road. These new communities will require turn lanes and roadway curbing to allow ingress and egress into the new communities. At the same time, the District has planned a project along Preto Boulevard for the addition of roadway curbing, intersection improvements, and parallel parking. These improvements will help deter vehicular traffic from driving on the grass medians and allow for parking along Preto Boulevard. It is felt these parallel parking spaces are needed for those who want to fish in the grand lake. There has also been significant wild hog damage occurring along Preto Boulevard in the grass medians which is very expensive to repair. This work authorization provides Dewberry the ability to simultaneously design and permit private turn lanes for the developer along with the District's project for curbing and parallel parking. The proposals are broken out by District or developer responsibility to fund these projects. The District will not be responsible for paying for any of the improvements that are related to the addition of a new community or commercial area. Those improvements will be the responsibility of the private landowner and the District will fund its portion of the project from its Road Reserve Fund. This combined effort is a savings to the District for these improvements. The estimated total cost for engineering fees is \$167,760, of which the District will be responsible for approximately \$51,000 and the developer will be responsible for the remaining \$106,000.

A **MOTION** was made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously approving Work Authorization No. 2025-02 to Dewberry for turn lanes, surveying, final engineering and permitting, as presented.

4. Accept and Receive Fiscal Year 2022/2023 Audit

Mr. Crosley presented the financial report for the fiscal year ended September 30, 2023, which was submitted by Grau & Associates. This report has been posted on the District website. There was a finding by the auditor for the delinquent Thomas 167 parcel since 2010 but if the Thomas 167 parcel can climb out of delinquency, that delinquency finding could provide a clean audit for the District.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously accepting and receiving the Fiscal Year 2022/2023 Audit, as presented by Grau & Associates.

5. Consider Amended and Restated Management Agreement with Special District Services, Inc. (“SDS”)

Mr. Wodraska presented the Amended and Restated Management Agreement with Special District Services, Inc., which provides the management and operation of the District and stated that his goal was to address current staffing levels, liability or statutory concerns with the current 20-year-old contract, and to match the current contract with the approved budgeted amounts for the fiscal year 24/25. Mr. Wodraska provided a brief history of the relationship between Special District Services and the District that began back in 2004 and offered a brief slide presentation. Other than the dedicated full-time onsite District Manager, full-time Operations’ Manager and three full-time Operations Technicians, the contract includes many resources that handle the District contract that are behind the scenes, specifically from the home office of SDS office in Palm Beach Gardens. Supervisor Meisel asked why Unit of Development No. 3 was receiving an increase above the other units. Mr. Wodraska explained that staff spends a significant amount of time handling Unit 3 matters. The new agreement contemplates an amount of \$293,000 for Management and Administrative Services and for Operations Services in the amount of \$390,000. Mr. Wodraska stated that he felt that a full right sizing to the contract all at once would be too large of an increase and that he intended to approach the Board again next year in the hopes of incrementally increasing the contract so that it fully compensates all resources used to manage the District. Mr. Wodraska noted that the new Operations Manager Kyle Wilson was discovered through a recruiting service that Mattamy Homes helped obtain and asked the Board to reimburse SDS for the recruitment of Mr. Wilson. There was consensus of the Board to reimburse SDS for the recruitment fee in obtaining the new Operations Manager. Chairman Luczynski asked that staff be mindful in considering an additional operations person to help alleviate the workload of the always growing District improvements and operations. Chairman Luczynski thanked Mr. Wodraska for everything he and Special District Services does for the District and that he was in favor of the contract increases because it is well deserved and well earned.

A **MOTION** was made by Mr. Luczynski, seconded by Mr. Lewis and passed unanimously approving the reimbursement to Special District Services for the recruitment fee (a fee in addition to the contract just approved) in obtaining the new Operations Manager.

Supervisor Meisel asked that District staff look into having the ability for residents to listen to District meetings online and suggested it only be offered via audio, without audience participation and any resident who wants to provide public comment could either attend the meeting in person or public comments could be emailed to the District Manager to be read during the public meeting.

A **MOTION** was then made by Mr. Buckley, seconded by Mr. Meisel approving the Amended and Restated Management Agreement with Special District Services, Inc., as presented.

6. Consider Post Annexation Agreement

This amendment and restatement of the West Villages Developer Agreement (POST ANNEXATION) is between Wellen Park, LLLP, West Villages Improvement District and the City of North Port (CONP). When the WVID property was annexed into the CONP boundaries, the property 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 that agreement anticipated additional terms would be negotiated between the parties in a “post-annexation agreement.” The parties previously entered into a March 25, 2020 “West Villages Developer Agreement (Post Annexation),” to address and coordinate the manner in which System Improvements would be provided within the District.

An agreement was entered into July 2, 2020, “Partial Assignment (Related to Design and Construction of Fire Station No. 1) of West Villages Developer Agreement (Post Annexation),” which assigns all the District’s rights, duties, liabilities, and obligations under the Agreement. Based on the way the property is being developed and the manner in which it is anticipated to be built out. Now, 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.

The parties also 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. 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. This amended and restated agreement provides for the relocation of a previously planned 63-acre park to a new location that will now include 83 or 84-acres that will be operated and maintained by the City of North Port. The new park is initially being designed for sports tourism.

Supervisor Meisel stated that he felt the park trails should be maintained by the CONP because District residents are paying taxes to the City. Chairman Luczynski stated that the operation and maintenance of the trails that run throughout the District, including the trails that may connect to the City park were designed to be a responsibility of the District, not the CONP. Chairman Luczynski stated there may be potential cost sharing of operation and maintenance with the City in future agreements on publicly owned District improvements. The agreement also provides for the design and construction of Fire Station No. 2 which will be located on the southeast corner of Preto Boulevard and Manasota Beach Road. The developer has hired an architect for the permitting and design of the fire station and construction could begin as early as mid to late spring 2025 and could be operational in June 2026. Mr. Luczynski also stated that the CONP owes the District \$1,250,000 for Blue Heron Park and those funds can be used for a planned +/- 2-acre neighborhood playground/park that will be located near Fire Station No. 2. The District will equip Fire Station No. 2 with a fire pumper truck with equipment, one ambulance and one brush truck as well as related equipment for each vehicle. The CONP agrees to reimburse the District for the actual costs of planning, designing, permitting, construction and equipping Fire Station No.2 (and No. 3 if it is required by the future fire study.) The agreement also provides for lands to be provided to the City for a government building, a public works building and describes future public trails, potential sports facilities and determines how reimbursements and payments will be made for the public improvements, including the conveyance procedures.

A MOTION was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the Post Annexation Agreement, as presented.
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H. UNIT OF DEVELOPMENT NO. 1

1. Consider Change Order No. 11 between the District and DeMoya, Inc. for Wellen Park Boulevard Roundabout and US 41/ State Road 45 Improvement Project

This change order is due to the needed additional quantities, not bid originally, for temporary pavement and temporary base for a special detour and needed 18-inch pipe culvert in the amount of \$61,510. The new contract total is \$10,962,344.72.

A **MOTION** was made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously approving Change Order No. 11 between the District and DeMoya, Inc. for the Wellen Park Boulevard Roundabout and US 41/State Road 45 Improvement Project, as presented.

I. UNIT OF DEVELOPMENT NO. 6

1. Consider Work Authorization No. 4 Amendment 03 for Regulatory Assistance Services for Reuse Distribution System Florida Department of Environmental Protection Permit

This work authorization provides Kimley Horn the authority to project engineering services for the District. 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 the total value from the contract inception from a not to exceed amount of \$300,000 to a not to exceed amount of \$450,000 for professional services related to the regulatory assistance for the reuse distribution system and Florida Department of Environmental Protection (FDEP) permit.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously approving the Work Authorization No. 4 Amendment 03 Regulatory Assistance Services for Reuse Distribution System Florida Department of Environmental Protection Permit, as presented.

2. Consider Termination of Agreement with RESPEC Company, LLC for General Irrigation Program Implementation Services

Dave Kelly is the District's Hydrogeologist and consultant for the Southwest Florida Water Management District ("SWFWMD") water use permit. Mr. Kelly has been consulting the District on these matters for as long as Mr. Crosley has been with the District beginning in 2019 and many years prior. Mr. Kelly has transitioned over to a new firm and this agreement will terminate those services with RESPEC and if approved, will allow for the District to engage with Mr. Kelly's new firm, SWCA, Incorporated.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously terminating the agreement with RESPEC Company, LLC for General Irrigation Program Implementation Services, as presented.

3. Consider Agreement between the District and SWCA, Incorporated for General Irrigation Project Implementation Services

This agreement will allow the District to engage work with Mr. Kelly as the District's Hydrogeologist and consult for Southwest Florida Water Management District (SWFWMD) water use permit and general irrigation program implementation services, now with SWCA, Incorporated, Mr. Kelly's new firm.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously to engage with SWCA, Incorporated and Dave Kelly for general irrigation project implementation services.

J. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Licari reported that the District had fared well with respect to drainage during the last two recent hurricanes. The heavy winds however resulted in significant landscape damage where many trees and shrubs were blown over. It is not yet known how many will survive post hurricane.

2. District Attorney

- **Consider Resolution No. 2024-24 – Demand for Payment of Well Availability Fees**

Resolution No. 2024-24 was presented, entitled:

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.

Mr. Brown went over the historical background related to the resolution and the letter that the District received from the Ranch Entities legal counsel, along with a proposed draft resolution dealing with the demand of well availability fees that the District has been escrowing since the preliminary injunction related to the ongoing Gran Paradiso Property Owners Association irrigation litigation issued in February 2023. The District has escrowed a component of the existing irrigation rates called "Well Availability Fees" except for those well availability fees that would have normally been collected by Gran Paradiso. Those funds are being escrowed by the Gran Paradiso Property Owners Association separately due to the ongoing litigation. The letter from the Ranch Entities attorney demanded that the fees the District was escrowing be paid to their client because the District is operating under the water use permit by continually pumping ground water from the Ranch entity owned wells, but without remuneration to the Ranch Entity for the well availability fees. This resolution would direct staff to remit the fees to the Ranch Entity that the District has in escrow. Chairman Luczynski stated that it had not rained in any meaningful amount since Hurricane Milton, and as we enter into the dry season, the District should not risk not having the use of those wells and to pay the demand letter. Supervisor Meisel stated that in the court hearing the judge's order that Resolution 2018-18 (the original resolution that adopted the irrigation rates and fees) was voided ab initio, and all trailing agreements and asked if the water use agreement between the District and the Ranch Entity was part of that ruling. Mr. Brown responded that they had not been voided ab initio. Supervisor Meisel asked if Mr. Brown considered that a trailing agreement. Mr. Brown stated that yes, he believed that agreement was one of the agreements that were addressed in the order, but the judge's order did not grant ultimate relief; he did not say that they were all void ab initio. Supervisor Luczynski asked if the trailing agreements were to be terminated, would there be any obligation to give any irrigation water to Gran Paradiso given that the 2009 agreement to provide them irrigation water was terminated in April 2024. Mr. Brown stated that was correct; that if the irrigation agreement with Gran Paradiso were to be deemed void ab initio, the District would be under no obligation to provide Gran Paradiso irrigation water.

Supervisor Lewis commented that from what he understood the resolution at hand now has nothing to do with Gran Paradiso and the resolution has to do with the funds escrowed from the other District neighborhoods where there is no dispute of the well availability fees. The parties have continued to operate in a manner that was consistent with their original understanding where water has continued to be provided to end users, people have used water, people have been paid for water and there is no dispute with respect to those transactions other than with Gran Paradiso which will be resolved over time. Supervisor Meisel asked if the District approached the Ranch Entities about actually paying for metered usage as opposed to 10,000 gallons per month per ERU instead of paying a flat 10,000 gallons per ERU; has anyone approached them to tell them that we will pay you the same rate we are paying for reclaimed water or whatever; just pay them on the usage and asked if that has ever happened. Mr. Brown responded that he has not had that discussion. Supervisor Meisel asked the Supervisors if they thought it would be a fair and equitable way to put this behind us and let them get paid. Supervisor Masney stated that she was not an attorney and would rely on District Counsel to opine. Supervisor Meisel stated that it was a business question. Ms. Masney responded that in a public meeting she did not think that was a valid question to ask any of the Supervisors. Mr. Brown stated that the District had filed a motion for summary judgment but did not have a timeline for an expected response from the court.

Supervisor Meisel asked who owned the wells, Ranchland Operations or TRI (Thomas Ranch Intangibles). Chairman Luczynski asked if they were one and the same. Supervisor Meisel stated that they were two different entities. Mr. Brown responded that he would need to do research to determine which pieces of property were owned by a specific entity. Chairman Luczynski stated that he realized he was being simplistic, but if we do not pay our bills, they can shut the water off for default. Mr. Brown stated that, obviously, was a risk and he could imagine the Ranch entities looking at the District and saying, “Well you’re just in breach, so no, you’re not entitled to operate under the permit or use the wells.” Chairman Luczynski responded that the District cannot take the chance of not having irrigation water as we enter the dry season. In addition, the District should continue to operate up to the theoretical trial date of late 2025 or 2026, pay our bills and operate so we get the water until all of this gets figured out in the courts.

Mr. Meisel stated that he would be abstaining if he were to vote but then left the meeting at 11:53 a.m. and before the vote.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley adopting Resolution No. 2024-24, as presented. Upon being put to a vote, the **MOTION** carried 4 to 0.

3. District Operations Manager

Kyle Wilson, the recently hired Operations Manager, introduced himself to the Board. Mr. Wilson noted that he was relocating from Panama City to the area and provided some background of his previous work experience. He expressed his delight in working for the District.

4. District Manager

Mr. Crosley advised that staff would present the amended budget for FY 2022/2023 at next month’s meeting. The amended budget is a statutory requirement and provides an overview of how the District performed budgetarily versus actual revenue and expenses.

The District’s insurance policy just renewed on October 1st and runs through September 30, 2025. There was an unbudgeted increase to the policy due to a change in the replacement cost of the streetlights from \$4,000 to \$11,000. This change was discovered after a vehicular accident damaged a pole that needed to be replaced and when the invoice came in, it was discovered that the replacement cost was not accurate.

The District will receive reimbursement for the loss from insurance. There was also additional infrastructure that was added to the policy after the renewal package was received, and that caused an increase to the policy as well. The budgeted amount was \$125,000 and the renewal with the increase in replacement cost per light pole and additional assets added to the budget was \$182,000, or an increase of \$57,000. It is common for additional assets to be added to the policy midterm to allow for any new assets that come online after renewal, i.e., a new pump station or a new segment of road that has streetlights conveyed to the District.

Ms. Krizen reported that District staff received an e-mail from the GP POA Board President Victor Dobrin that the building structure located at the entrance of Grand Paradiso had received damage from Hurricane Debby. After inspection, it was determined that there was damage to the roof, ceiling and malfunctioning gate mast arms. The District is the responsible party for approximately \$15,000 in damages. This expense is significantly below the insurance deductible and will be paid out of the Unit of Development No. 3 budget.

Mr. Crosley noted that the next meeting was scheduled for November 14, 2024, at 10:00 a.m.

K. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

L. ADJOURNMENT

There being no further business to come before the Board, the Special Board Meeting was adjourned at 11:52 a.m. on a **MOTION** made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

**WEST VILLAGES IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 14, 2024**

A. CALL TO ORDER

The November 14, 2024, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 10:05 a.m. in the Chambers Room of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed the notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on November 5, 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	Kyle Wilson	Special District Services, Inc.
District Counsel	Michael Eckert & Joe Brown	Kutak Rock LLP
District Engineer	Giacomo Licari	Dewberry

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

D. DISCUSSION REGARDING PUBLIC DECORUM AT BOARD MEETINGS

Chairman Luczynski read aloud the Public Decorum Policy.

E. COMMENTS FROM THE PUBLIC REGARDING ALL AGENDA ITEMS

Commander Jim Crantson made a public comment regarding agenda item Resolution 2024-26 and the Water Supply Agreement, which is attached to these minutes.

Paul Maloney made a public comment regarding Resolution 2024-26, which is attached to these minutes.

F. GENERAL DISTRICT MATTERS

1. Consider Resolution No. 2024-25 – Adopting a Fiscal Year 2023/2024 Amended Budget

Mr. Crosley presented Resolution No. 2024-25, entitled:

RESOLUTION NO. 2024-25

**A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT
ADOPTING AN AMENDED FISCAL YEAR 2023/2024 BUDGET.**

Mr. Crosley explained that the prior fiscal year 22/23 amended budget was inadvertently uploaded into the meeting book. When this was discovered, the correct version of the fiscal year 2023/2024 amended budget was uploaded to the meeting book. Each Supervisor received a hard copy of the fiscal year 2023/2024 amended budget that just ended September 30, 2024. There were no questions from the Board on the Fiscal Year 2023/2024 Amended Budget. There was discussion regarding any potential Sunshine Law violation because the wrong budget was uploaded to the meeting book. There were no emails received from any members of the public prior to the meeting regarding the amended budget, and after polling the audience, there was no one present that had any questions or comments on the amended budget. Mr. Eckert noted that the Board could make as many changes to the amended budget today that residents could not have known of unless they were present at the meeting. Supervisor Meisel stated that with that rationale that Mr. Eckert just shared, he was comfortable making a motion approving the Fiscal Year 2023/2024 Amended Budget.

A MOTION was made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously adopting Resolution No. 2024-25, as presented.

2. Consider Water Supply Agreement

This agreement sets forth that the District will be entitled through working with the developer, to get another 2,000,000 gallons per day of capacity of potable water over the next several years from the Peace River Manasota Regional Water Authority. The City of North Port is a party to the master water supply contract with the water authority. Previously there were two amendments to the agreement. The City of North Port intends to enter into a third amendment to get the additional 2,000,000 gallons per day of capacity, and the District and the developer agree to accept that additional capacity. The additional 2.0 MGD is for the sole use and benefit of the District and Wellen Park. The estimated capital investment for the additional 2.0 MGD of potable water is \$48 Million, which along with the anticipated financing and prorated operational costs, shall be the sole responsibility of the District and Wellen Park. The District and Wellen Park will provide the City their final plan for payment of the capital investment, financing, and prorated operational costs for the additional 2.0 MGD of potable water within 90 days of the Authority providing their final project costs and financing plan. The City affirms that it has the necessary Major Transmission Facilities in place to transmit the additional 2.0 MGD from the current point of service to the District at no additional cost to the District or Wellen Park. Chairman Luczynski stated the existing water plant was constructed by the developer through the District, which provides potable water to Wellen Park. The first phase for the water plant has four existing wells that the City uses as source water and currently there is not an easy way to acquire additional source water to meet future demands within the District. This agreement also allows for preferred potable water rates that the City will charge to the District because the City of North Port is not a member of the Peace River Manasota Regional Water Authority Board, but they are a customer. By procuring the additional water demand, this agreement relieves the District of its obligation to expand the existing water plant in the future to meet demands by reallocating the investment to meet the future demand for potable water and resolves the source water deficiency. Supervisor Meisel stated that there was no financial benefit from a residential perspective but a guaranteed insurance policy for access to water. Supervisor Lewis stated that what he understood is that the District has committed to expanding the plant,

but if there is not source water for the plant to process, then the plant expansion is a moot point, and this agreement guarantees the source for additional potable water. Chairman Luczynski stated that was correct and the water in this agreement is already treated for potable use. Supervisor Meisel asked if this water was to be used exclusively within the boundaries of the City of North Port. Chairman Luczynski responded that this water was solely for use within the WVID boundary, however if the District is fully developed, and there remains capacity to sell ERCs, then we have the right to sell to those within the City but outside of the WVID boundary. Supervisor Meisel asked if that included the land south of the City of North Port down towards Englewood. Chairman Luczynski responded that if there was extra capacity when the developer begins to develop the area that lies in Sarasota County just below the City of North Port boundary, the water can be used there.

Supervisor Meisel asked why in the agreement was Thomas Ranch Intangibles (TRI) the sole beneficiary of all ERCs as opposed to both the District and TRI. He understood that TRI was deficit funding a lot of the infrastructure and ought to be able to recoup those funds but why in the agreement is there not some stopgap for TRI's recoupment, or a proportionate percentage of District funding because every single bond that the District issues has a certain allocation for water infrastructure; why is that not accounted for in the agreement, and why is TRI the sole beneficiary of the ERCs in perpetuity of the agreement. Chairman Luczynski responded that he envisioned that will get amended at some point, but the 2019 Utility Agreement was written reflecting TRI as the beneficiary and in this agreement that entity was kept the same as the original agreement and one thing that needs to be determined is the final financing. Right now the general engineering estimates for the capital outlay are known, but the Peace River Manasota Regional Water Authority has the ability to access certain bonds that the WVID or the developer cannot access with lower interest rates which is why in the document there is a 90 day ability to determine the final financing plan and once the District has the final information, he suspects that the ERCs will be part of the financing plan and will get updated and modified. It is anticipated that by next summer, the final cost data will be available from the Peace River Manasota Regional Water Authority, and then a financing plan will need to be approved by the WVID Board within that 90-day period. Supervisor Meisel stated that he could not support kicking that can down the road, and that he wanted to put in something in the agreement that Thomas Ranch Intangibles LLLP, and its assigns, and the District will reserve a pro rata share based upon investment of dollars and opined that he felt it was a great move to secure additional capacity for everybody and thought that putting some language in to secure those ERCs for the District when the developer is gone was prudent. After further discussion by the Board, it was agreed that the water supply agreement would be approved as presented, and also that an additional motion would be made for a vote that addressed Supervisor Meisel's concern regarding equitable ERC distribution.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously approving the water supply agreement, as presented.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously that when the financing plan is presented by the WVID and Wellen Park that it is incumbent upon the staff and the Board to be sure that there is an equitable consideration of the distribution of ERCs

3. Consider Resolution No. 2024-26 – Supplementing Resolution No. 2024-15 Providing for the Defense and Indemnification of a District Staff Member

Resolution No. 2024-26 was presented, entitled:

RESOLUTION 2024-26

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES
IMPROVEMENT DISTRICT SUPPLEMENTING RESOLUTION 2024-15
PROVIDING FOR THE DEFENSE AND INDEMNIFICATION OF A DISTRICT
STAFF MEMBER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING
AN EFFECTIVE DATE.**

The Board previously adopted Resolution No. 2024-15, providing for the defense and indemnification of Lindsay Whelan relative to the motion filed in the 12th Judicial Circuit Court to which the District is named as a Defendant. The plaintiff, GP POA, requested leave to amend the complaint to file a motion to add District Counsel, among other parties, as a named Defendant in the GP POA litigation. The court denied the motion and the Plaintiff subsequently filed a new lawsuit against the District concerning the same facts and claims upon which the original motion and the GP POA litigation are based. Within 14 days after receipt of the notice of the new lawsuit, Ms. Whelan provided the District with a copy of the complaint in the new lawsuit and a written request for defense and indemnification by the District. Ms. Whelan has denied the allegations and conclusions in the new lawsuit. Discussion of the Board provided in the minutes of the May 9, 2024, Board meeting that the scope of this indemnification should relate to both defense of the filed motion as well as any future litigation filed alleging violations of law with respect to the same actions taken in Ms. Whelan's role as District Counsel and now the Board desires to supplement Resolution No. 2024-15 to more formally clarify the intent of the Board in adopting this resolution and provide for the defense and indemnification of District Counsel with respect to the new lawsuit.

A MOTION was made by Mr. Luczynski, seconded by Mr. Meisel and passed unanimously adopting Resolution No. 2024-26, as presented.

G. UNIT OF DEVELOPMENT NO. 11

1. Consider Agreement for Underwriter Services

Mr. Eckert explained that the agreement for underwriter services was needed when a landowner of a sizable piece of land approaches the District and requests to create a new Unit of Development and they ask the District to consider assisting with the financing of infrastructure to serve that particular new Unit of Development, which in this case, is Unit of Development No. 11. One request from the landowner needed to establish a new Unit of Development is for the District to approve an agreement for underwriter services for the new unit. These underwriter professionals work for the District because the District is the client. There is no cost to the District for the underwriting service. Those expenses are paid out of the bond issuance and the underwriter fees are contingent upon a successful bond issuance, but they would help facilitate the financing of the infrastructure for Unit 11. This is the underwriter that has worked with the District before and is not the Unit 11 landowners' selection, it is what the District uses for its staff, and this is contingent upon buying bond financing and would not cost the existing residents anything to enter into this agreement. This new Unit of Development No. 11 is a request from Neal Homes and will be a community named Boca Royale which is located near the southwest corner in the District boundary and lies within the area of unincorporated Sarasota County, just south of the City of North Port boundary. Supervisor Meisel stated, for the record, that he was not a proponent of using bond money to enable development to make it basically builder ready, so when a developer has a 500 acre parcel where once it is platted out, you might have 40% of it is actually marketable considering wetlands or preserves, maybe they get 200 acres to build on, then on a per acre basis it maybe \$40,000 or \$50,000 an acre, or maybe \$100,000 an acre, but once you start subdividing that and build it, they are using the government bond money to appreciate their property for future marketability and he was not a big proponent of that. Supervisor Meisel then commented that he would approve this agreement today but asked the Board to please keep that in

mind that as the Board goes down the road and looks at this, developers are appreciating their properties that they will sell for more and then turn around and pass it off to the future residents, and he did not think that was what they should do as a Board of Supervisors. Supervisor Lewis stated that was exactly what Districts do. Supervisor Meisel stated that Districts provide the infrastructure but not inside the community. Supervisor Lewis stated that Supervisor Meisel's statement was not true; it is done all the time with special districts.

A **MOTION** was made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously approving the Agreement for Underwriter Services, as presented.

2. Consider Resolution No. 2024-27 – Designating “West Villages Improvement District Unit of Development No. 11” and Setting a Public Hearing on the Approval and Confirmation of Establishment of Such Unit

Resolution No. 2024-27 was presented, entitled:

RESOLUTION 2024-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT DESIGNATING “WEST VILLAGES IMPROVEMENT DISTRICT UNIT OF DEVELOPMENT NO. 11;” SETTING A HEARING ON THE APPROVAL AND CONFIRMATION OF THE ESTABLISHMENT OF SUCH UNIT; PROVIDING FOR RECORDATION OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

It was explained that this resolution designates the West Villages Improvement District Unit of Development No. 11 and set a Public Hearing for December 12, 2024.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2024-27, as presented.

3. Consider Agreement Regarding the Provision of Bond Financing Team Funding and Unit Amendment Funding

This Bond Financing Team Funding Agreement and Unit Funding Agreement provide that the developer of Unit 11 will pay the costs associated with the establishment of the unit, as well as the establishment of the financing that is not paid from the bond funds.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the Agreement regarding the provision of Bond Financing Teams Funding and Unit Amendment Funding, as presented.

H. ADMINISTRATIVE MATTERS

1. District Engineer

There was no District Engineer's Report at this time.

2. District Attorney

- **Discussion Regarding Meeting Streaming on Third Party Platforms and Various Considerations**

The Board discussed options for the streaming of the Board meetings. The direction from Board was to start out with audio streaming only, and in the legal advertisement for the meeting notice it will state that audio streaming is being provided as a convenience but not as a requirement because there could be interruptions of service. This would prevent someone from the public from saying they were on via telephone and could not hear because the signal dropped and therefore it is not a valid meeting. The notice will provide that audio streaming is being provided as a convenience and the District encourages people to participate, but there may be technical difficulties that would prevent someone from being able to hear the meeting; but even if that occurs, the meeting will go forward in person.

Supervisor Meisel stated that he felt that was a great first step and thanked staff for taking the initiative to make that happen but also put a caveat that he felt audio participation should be one way, without public participation via audio and staff should have the ability to mute all participants so only one person at a time can speak, avoiding interruptions. Supervisor Meisel also recommended that it be reinforced that anyone who wishes to make a comment cannot participate via dial in, but they can always send an e-mail to the District Manager and that e-mail can be read during public comments. A test run is planned as soon as practical in the hopes of implementing this new procedure by the January meeting.

Mr. Eckert also explained that his office was seeking advice from the Board through an attorney-client session regarding settlement negotiations and strategy related to litigation expenses in relation to the case entitled Gran Paradiso POA versus West Villages Improvement District, which is case number 22-2022-CA005368-SC. In attendance at that meeting would be Joe Brown, Lindsay Whelan, William Crosley, a court reporter, and the Board Members that are not conflicted. Mr. Eckert stated that he was asking for that to be scheduled for the December 12, 2024, meeting and requested that the Board approve the session by motion.

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney authorizing an attorney-client session for December 12, 2024. The **MOTION** carried unanimously.

Supervisor Meisel stated that he would recuse himself from the December attorney-client session.

Mr. Eckert reminded the Supervisors to complete their required 4 hours of ethics training by the deadline of December 31, 2024.

3. District Operations Manager

Kyle Wilson reported that the Operations Staff was still working on hurricane related damages.

4. District Manager

Mr. Crosley noted that the next meeting was scheduled for December 12, 2024.

I. BOARD MEMBER COMMENTS

Chairman Luczynski commented that he had a meeting with Sarasota County regarding the River Road project (US 41 south to Winchester Boulevard up to the Charlotte County line). In the agreement the District is handling the overall engineering so the District would be able to manage it in a method that ultimately inures the District with significant value. The two round-a-bouts on 41 are roughly between \$12,000,000 and \$15,000,000 each. The District ultimately would have to construct intersections at Playmore and Manasota Beach Roads. The County has approved roundabouts for those two locations as well as the third location. Chairman Luczynski went on to add that one interesting point about River Road south of US 41 was that because it is already at capacity and failing, the County has full responsibility for the improvements needed within the right of way where District improvements may be constructed. So, where it was anticipated that the District had to expend multiple millions of dollars for each of those intersections, the District's expenses at those two intersections after his discussions with the County will be significantly reduced because the WVID will only be responsible for the cost of improvements that fall outside of what would normally be considered for a road project such as this. In addition, also approved by the County were access plans for various neighborhoods along River Road with the developer either being Wellen Park or GCI, who bought the former banker trust parcel piece near Playmore Road. The District will enter into the agreement with both parties as the final plans evolve. The contract with Kimley Horn originally had permits in place by June or July 2026 so the County could begin bidding and construction of the project. Kimley Horn had been given the audacious goal, partly because the River Road North Project (US 41 to I75) is now delayed another year with an anticipated completion in 2027, to see if this project could be under construction to catch, or even pass the progress on the River Road north where the contractor Demoya Inc. continues to work on the River Road North project. Chairman Luczynski stated that the meeting with the County could not have gone better.

Supervisor Meisel asked when the roundabout on U.S. 41 would be completed. Chairman Luczynski responded that he believed that project could be completed by March 2025.

J. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 11:15 a.m. on a **MOTION** made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

West Villages Improv Dist/LI
West Villages Improv Dist/LI
2501 Burns RD
STE A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

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

12/03/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/03/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$102.95

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WEST VILLAGES IMPROVEMENT DISTRICT NOTICE OF AUDIT COMMITTEE MEETING & NOTICE OF REGULAR MEETING OF THE BOARD OF SUPERVISORS

The Board of Supervisors of the West Villages Improvement District will hold an Audit Committee Meeting on December 12, 2024, at 10:00 a.m., or as soon thereafter as may be heard, at the Commission Chambers located at 4970 City Hall Blvd, North Port, Florida 34286. The Audit Committee will review, discuss, evaluate, and rank any proposals the District receives pursuant to solicitations for auditing services. Immediately following the Audit Committee meeting, the Board of Supervisors of the District will hold its regular meeting to consider any and all business which may properly come before it.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings 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
Pub: Dec 3, 2024; #10800704

WEST VILLAGES IMPROVEMENT DISTRICT
RANKING OF AUDITOR PROPOSALS
FOR FISCAL YEAR ENDING 9/30/24

		Audit Firms	
Criteria	Point Range	PAAST, P.L.	Grau & Associates
<u>Ability of Personnel:</u> (E.g., geographic locations of the firms headquarters of permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load).	1-10		
<u>Proposer's Experience:</u> (E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation).	1-10		
<u>Understanding of Scope of Work:</u> Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	1-10		
<u>Ability to Furnish the Required Services:</u> Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.	1-10		
<u>Price:</u> Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.	1-10		
TOTAL POINTS	50		
BID PRICE - 2023/2024 AUDIT		\$31,500.00	\$30,000.00
BID PRICE - 2024/2025 AUDIT		\$29,500.00	\$31,000.00
BID PRICE - 2025/2026 AUDIT		\$29,500.00	\$32,000.00
BID PRICE - 2026/2027 AUDIT		\$29,500.00	\$33,000.00
BID PRICE - 2027/2028 AUDIT		\$29,500.00	\$34,000.00
COMMENTS:		Currently the auditing firm for more than 16 Special Districts and Governmental Entities.	Currently the auditing firm for more than 300 Special Districts and Governmental Entities.

Note: 2024/2025 Budget For Audit Services is \$33,500.00



Proposal To Serve

West Villages Improvement District

In Response to Request for Proposals for:

Annual Audit Services

Due by: 2:00 pm, September 3, 2024



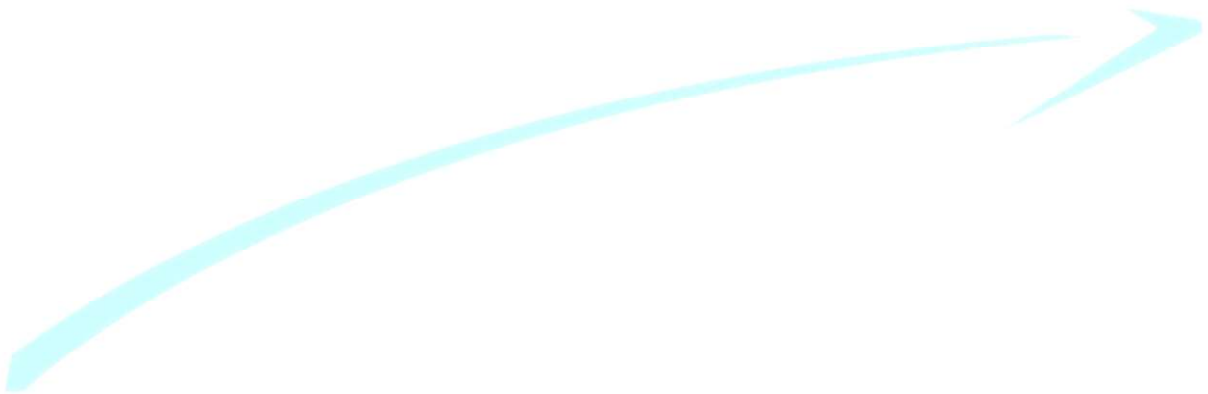
Contact:

Richie C. Tandoc, Audit Partner
Email: rtandoc@paast.com

5805 Blue Lagoon Drive – Suite 145
Miami, Florida 33126
Tel. (305) 567-0150
Fax (305) 476-1551

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Letter of Transmittal / Executive Summary



August 27, 2024

William Crosley
District Manager
West Villages Improvement District
2501A Burns Road
Palm Beach Gardens, FL 33410

RE: Proposal to Provide Annual Audit Services

Dear Mr. Crosley:

PAAST, P.L. ("PAAST") is pleased to have the opportunity to submit a proposal to provide annual audit services to West Villages Improvement District (the "District") for the fiscal year ending September 30, 2024, with an option for four (4) additional annual renewals.

PAAST is committed to providing value-added and quality services to the District, combining the responsive personal contact associated with a smaller firm and the sophisticated professional resources of a larger firm. As leaders in servicing governmental and non-profit entities, PAAST is fully qualified to provide audit services to the District. We strive to exceed the expectations of our clients, with a commitment to total quality service. Translating our experience and resources into effective and efficient value-added services to the District is our highest priority, which is why we believe we are best suited to be part of your professional team.

The task that the District faces in selecting a firm to provide audit services is not an easy one. Our goal in this proposal is to present those characteristics that distinguish us as the team best suited to serve the District.

Understanding of the Work and Ability to Perform

Based on our knowledge and experience gained in serving governmental and non-profit entities for over four decades, more specifically the experience that we've gained having been auditors for governmental organizations similar in size to the District, we have a clear understanding and ability to provide the scope of services requested, as more thoroughly described throughout this proposal.

Committed to Serving Governmental and Non-Profit Entities

Although PAAST has been in existence for 25 years, my previous firm of SKJ&T, which recently merged with PAAST on May 1, 2024, has been in the business of serving governmental and non-profit entities for over 45 years. PAAST strives to maintain its objectives in the rendering of services of the highest quality with local firm attentiveness to all of its governmental and non-profit clients. In our commitment to provide quality services to our governmental and non-profit clients, in 2003 SKJ&T hired me, Richie Tandoc, as a Partner, specializing in the government and non-profit industries. I'm a former Senior Manager with KPMG's Healthcare and Public Sector Practice, with over 31 years of experience in the government and non-profit industries.

Many of PAAST's professionals, from entry-level accountants to partners, are trained to understand the issues and meet the needs of governmental and non-profit entities. Our professionals bring a comprehensive understanding of the issues that face governmental and non-profit entities as well as "bench strength" at all levels, allowing us to respond swiftly and effectively to your evolving needs.

Your proposed engagement team consists of the following supervisory professionals:

- Richie Tandoc, Client Service and Engagement Partner – has 31 years of experience auditing governmental and non-profit organizations;
- Alex Suero – Concurring Review Partner – has 34 years of experience auditing governmental and non-profit organizations;
- Jenny Orantes, Audit Senior Manager – has 24 years of experience auditing governmental and non-profit organizations;
- Danae Garcia, Audit Supervisor – has 22 years of experience auditing governmental and non-profit organizations; and

With this team, the District can be assured that we are committed to performing the audit and tax services within the timeframe required in the request for proposals.

Responsiveness

PAAST takes pride in responding to the needs of its clients. This responsiveness is not only demonstrated by committing to performing our services within the timeframe required, but in responding to other requests as well. Our ability to be responsive will be enhanced by the open communications and excellent working relationship that we hope to develop with the District.

We look forward to hearing from you and to working with the District. As a Partner of PAAST, I am the District's primary contact and I am duly authorized to make representations for, and bind, the Firm. I can be reached directly at (305) 567-0150 or at rtandoc@paast.com.

Sincerely,

PAAST, P.L.



Richie C. Tandoc
Audit Partner



Proposal Requirements

Firm Background

PAAST, P.L. (“PAAST”) was founded in August 1999, having provided professional services to numerous governmental, non-profit and commercial organizations since its founding, including accounting/bookkeeping, auditing, consulting, tax preparation and planning, information technology, litigation support and other assurance and advisory services.

On May 1, 2024, PAAST merged with SKJ&T, LLP (“SKJ&T”). SKJ&T was originally founded in 1978 and specialized in providing audit and tax services to governmental and non-profit organizations since its founding. By joining forces with SKJ&T, PAAST is better positioned to meet the evolving needs of its clients and to provide comprehensive solutions that drive their success, especially for its governmental and non-profit clients.

Overall Size and Geographic Area of the Firm

PAAST consists of over 80 employees in two office locations, including Partners, professionals and administrative personnel. Although the Firm has a number of clients in other states, the Firm is locally owned with offices in Coral Gables, Florida and Miramar, Florida.

Location of Office and Number of Professionals Employed

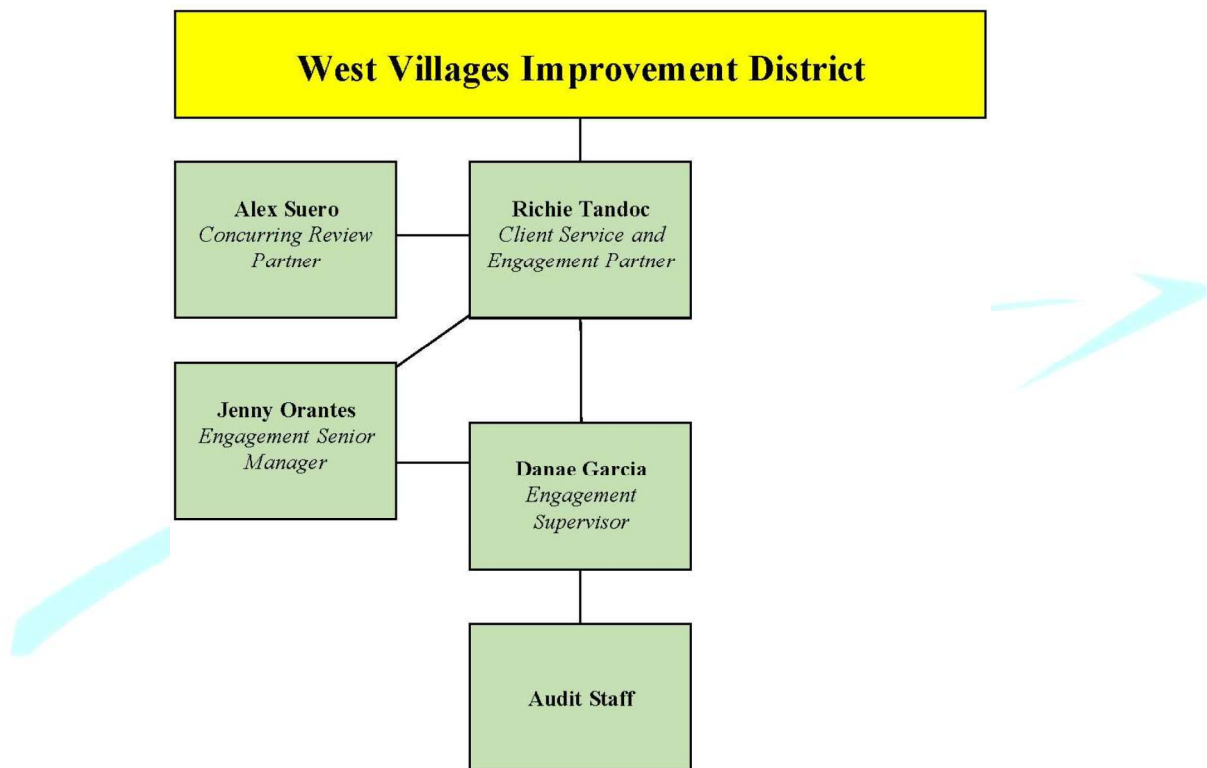
The offices from which the work on the audit engagement is to be performed is the Coral Gables office. The breakdown of professionals in the Coral Gables office, by department, is as follows:

Miami and Coral Gables Offices	No. of Professionals
Audit & Assurance Department:	
Partners	4
Directors	4
Senior Managers & Managers	5
Supervisors & Seniors	4
Staff & Interns	23
Total Audit & Assurance Department	40
Tax & Accounting Department:	
Partners	5
Directors	1
Senior Managers & Managers	3
Supervisors & Seniors	1
Staff & Interns	10
Total Tax & Accounting Department	20
IT Department:	
Partners	1
Directors	1
Staff & Interns	6
Total IT Department	8
Total Professionals	68

Proposed Engagement Team

In order to fulfill our commitment to the District, we have structured the proposed engagement team to be responsive to your needs, consisting of professionals with the skills and experience in dealing with the issues you face. The proposed engagement team has extensive knowledge and experience in performing audits in accordance with auditing standards generally accepted in the United States of America, *Audits of Not-for-profit Organizations*, *Government Auditing Standards*, OMB Uniform Guidance (i.e. Federal Single Audits), and Chapter, 10.650, *Rules of the Auditor General* (i.e. State Single Audits), which include audits of entities such as not-profits, cities, counties, special districts, school districts, and charter schools.

Below is a flow chart of how the proposed engagement team is organized:



Following are the responsibilities and professional experience of each proposed team member:

Richie Tandoc, CPA, CFE *Client Service & Engagement Partner*

Responsibilities

Richie will serve as the primary contact for senior management to ensure open and effective channels of communication. His responsibilities include keeping abreast of important developments concerning issues that would directly affect the District; coordinating the total services to be provided through continuous communication with members of the engagement team; determining the content of the reports to be issued; ascertaining that professional standards have been complied with throughout the engagement; and directing and controlling the efforts of all personnel assigned to the engagement.

Resume

Richie is a Certified Public Accountant and Certified Fraud Examiner with over 31 years of experience providing audit services to governmental and non-profit clients.

Richie specializes in providing services specifically to: non-profit organizations, including charitable, religious and educational organizations and foundations, community social welfare organizations, and business leagues; and governmental organizations, including state and local governments, special districts, and special-purpose governmental organizations. He also specializes in performing Federal and State Single Audits for non-profit and governmental organizations in accordance with *Government Auditing Standards*, OMB Uniform Guidance and Chapter, 10.650, *Rules of the Auditor General*, respectively.

Richie stays current with topics relating to accounting and auditing, and more specifically, in the government and non-profit industries, by frequently attending local, state and national training seminars and conferences provided by the American Institute of Certified Public Accountants; Florida Institute of Certified Public Accountants; Government Finance Officers Association; and Florida Government Finance Officers Association. Richie is compliant with the Yellow Book requirements for CPE.

Prior to joining PAAST, P.L., Richie was a Partner with SKJ&T, LLP for 21 years, and prior to that, he was a Senior Manager with KPMG for 8 years. During his time at KPMG, Richie completed a 2-year audit rotation in KPMG's London, England office.

Richie has provided services to a wide range of governmental clients including, amongst others: Boynton Beach Community Redevelopment Agency; City of Coral Springs; City of Hialeah; City of Miami; City of Miami Community Redevelopment Agencies; City of Pompano Beach; Coconut Grove Business Improvement District; Florida Department of Environmental Protection; Lincoln Road Business Improvement District; Miami-Dade County; Miami-Dade Expressway Authority; Miami-Dade County Industrial Dev. Authority; School Board of Miami-Dade County; School District of Palm Beach County; Washington Avenue Business Improvement District; and Wynwood Business Improvement District.

Education:

- *Bachelor of Accounting*, Florida International University
- *Master of Accounting*, Florida International University

Professional and Business Affiliations:

- Certified Public Accountant, Florida
- Certified Fraud Examiner, ACFE
- Member, Association of Certified Fraud Examiners
- Member, American Institute of CPAs
- Member, Government Finance Officers Association
- Member, Florida Government Finance Officers Association
- Alumni, Florida International University
- Member and Former Co-Chair, United Way of Miami-Dade County Agency Audit Committee
- Former Member, United Way of Miami-Dade County Community Impact Committee
- Board Member, Early Learning Coalition of Miami-Dade/Monroe
- Member, Early Learning Coalition of Miami-Dade/Monroe Finance Committee
- Member, FICPA Audit Committee

Alex Suero, CPA, CFF, CrFA
Concurring Review Partner

Responsibilities

Alex will be responsible for performing an objective review of significant auditing, accounting, and financial reporting matters on the engagement and to conclude, that the District's financial statements are in conformity with generally accepted accounting and that the audit was performed in accordance with generally accepted auditing standards.

Resume

Alex is a founding member of PAAST, P.L. He has over 34 years of experience providing assurance, business consulting, forensic accounting and litigation support services to a diverse client base in a variety of industries, including automotive, banking, distribution, financial services, governmental, non-profit, and wholesale industries.

Alex specializes in providing attestation services to governmental and non-profit organizations and financial institutions, and is the lead Partner at the firm in performing concurring reviews on the firm's non-profit audit engagements.

Alex is an adjunct accounting professor at Florida International University (FIU). He stays up to date with topics relating to public accounting and non-profit organizations by frequently attending local, state and national training seminars and conferences hosted by the American Institute of Certified Public Accountants (AICPA); Florida Institute of Certified Public Accountants (FICPA); and Certified Fraud Examiners. Alex is compliant with the Yellow Book requirements for CPE.

Prior to co-founding the firm, Alex was a senior manager at a regional accounting firm.

Alex has provided services to a wide range of government clients as a concurring review partner including, amongst others: Boynton Beach Community Redevelopment Agency; City of Miami Community Redevelopment Agencies; Coconut Grove Business Improvement District; Lincoln Road Business Improvement District; Miami-Dade County Industrial Dev. Authority; Virginia Key Beach Park Trust; Washington Avenue Business Improvement District; and Wynwood Business Improvement District.

Education:

- *Bachelor of Accounting*, Florida International University
- *Master in Business Administration*, Florida International University

Professional and Business Affiliations:

- Certified Public Accountant, Florida
- Certified in Financial Forensics
- Certified Forensic Accountant
- *Member*, Association of Certified Fraud Examiners
- *Member*, American Institute of CPAs
- *Member*, Florida Institute of CPAs
- *Member*, Scholarship Chair, Cuban American Certified Public Accountants Association
- *Member*, Financial Managers Society
- *Board Member, Treasurer*, South Florida Banking Institute
- *Board Member, Treasurer*, Amigos for Kids
- *Alumni*, Florida International University

Jenny Orantes, CFE
Engagement Senior Manager

Responsibilities

Jenny will be responsible for developing and coordinating the overall audit work plan under the direction of the client service partner. Her responsibilities also include supervising staff personnel, coordinating the day-to-day audit fieldwork with the Supervisor, and performing an in-depth review of all pertinent work papers and reports. She will also be responsible for coordinating the completion of the audit and the preparation of the reports; and for bringing to the attention of the client service partner any technical and sensitive issues, and potential solutions to such.

Resume

Jenny is a Certified Fraud Examiner with over 24 years of experience providing audit services to governmental and non-profit clients. Prior to the merger with PAAST on May 1, 2024, she spent her entire public accounting career at SKJ&T, rising to the level of Senior Manager.

She has substantial experience in auditing governmental and non-profit entities in accordance with *Government Auditing Standards*, auditing federal and state grants in accordance with OMB Circular A-133/Uniform Guidance and *Rules of the Auditor General* of the State of Florida.

Jenny stays current with topics relating to accounting and auditing, and more specifically, in the government and non-profit industries, by frequently attending local, state and national training seminars and conferences provided by the American Institute of Certified Public Accountants; Florida Institute of Certified Public Accountants; Government Finance Officers Association; and Florida Government Finance Officers Association. Jenny is compliant with the Yellow Book requirements for CPE.

Jenny has provided services to a wide range of government clients including, amongst others: Boynton Beach Community Redevelopment Agency; City of Coral Springs; City of Miami Community Redevelopment Agencies; Coconut Grove Business Improvement District; Florida Department of Environmental Protection; Miami-Dade County; Miami-Dade County Aviation Department; Miami Beach Housing Authority; School Board of Miami-Dade County; School District of Palm Beach County; and Wynwood Business Improvement District.

Education:

- *Bachelor of Accounting*, Florida International University
- *Master of Accounting*, Florida International University

Professional and Business Affiliations:

- Certified Fraud Examiner, ACFE
- Member, Association of Certified Fraud Examiners
- Associate Member, American Institute of CPAs
- Associate Member, Florida Institute of CPAs
- Member, Gov't Finance Officers Association
- Member, Florida Gov't Finance Officers Association
- Alumni, Florida International University
- Former Member, United Way of Miami-Dade County Agency Audit Committee

Danae Garcia

Engagement Supervisor

Responsibilities

Danae will assist in the planning of the audit; allocate audit tasks to staff and direct the day-to-day performance of the plan; will be under the supervision of the client service partner and senior manager; supervise audit staff and oversee daily progress of the engagement; communicate with the senior manager regarding the progress of the audit; review all workpapers and reports; and identify any technical issues to be discussed with the senior manager.

Resume

Danae has over 22 years of experience providing audit services to governmental and non-profit clients. Prior to the merger with PAAST on May 1, 2024, she spent her entire public accounting career at SKJ&T, rising to the level of Supervisor. She has substantial experience in auditing governmental and non-profit entities in accordance with *Government Auditing Standards*, auditing federal and state grants in accordance with OMB Circular A-133/Uniform Guidance and *Rules of the Auditor General* of the State of Florida.

Danae stays current with topics relating to accounting and auditing, and more specifically, in the government and non-profit industries, by frequently attending local, state and national training seminars and conferences provided by the American Institute of Certified Public Accountants; Florida Institute of Certified Public Accountants; Government Finance Officers Association; and Florida Government Finance Officers Association. Danae is compliant with the Yellow Book requirements for CPE.

Education and Professional Affiliations:

- Bachelor of Accounting, Florida International University
- Currently studying for the Certified Fraud Examiners exam
- Associate Member, AICPA
- Associate Member, FICPA
- Alumni, Florida Int'l University

Danae has provided services to a wide range of government clients including, amongst others: Boynton Beach Community Redevelopment Agency; City of Miami; City of Miami Community Redevelopment Agencies; Coconut Grove Business Improvement District; Lincoln Road Business Improvement District; Miami-Dade County; Miami-Dade County Industrial Dev. Authority; School Board of Miami-Dade County; School District of Palm Beach County; Virginia Key Beach Park Trust; Washington Avenue Business Improvement District; and Wynwood Business Improvement District.

References

Our professionals have substantial experience in auditing governmental entities in accordance with auditing standards generally accepted in the United States of America, *Audits of Not-for-profit Organizations*, *Government Auditing Standards*, OMB Uniform Guidance (i.e. Federal Single Audits), Chapter, 10.650, *Rules of the Auditor General* (i.e. State Single Audits) and the preparation of financial statements in accordance with such standards, and FASB and GASB pronouncements, statements and interpretations, where applicable.

The following is a select list of governmental engagement references for clients similar in scope of services requested in the RFP, with applicable contact information:

WEST VILLAGES IMPROVEMENT DISTRICT

City of Miami Community Redevelopment Agencies

Services Conducted:	Financial statement audit, single audit, and agreed-upon procedures
Principal Contact:	Miguel Valentin, Finance Officer 819 NW 2 nd Ave, 3rd Floor, Miami, FL 33136 (306) 679,6810 mavalentin@miamigov.com

Lincoln Road Business Improvement District

Services Conducted:	Financial statement audit
Principal Contact:	Anabel Llopis, Executive Director 1620 Drexel Ave, Suite 100, Miami Beach, FL 33139 (305) 600-0219 anabel@lincolnrd.com

Miami-Dade County Industrial Development Authority

Services Conducted:	Financial statement audit
Principal Contact:	Amanda Llovet, CFO 80 SW 8th St, Suite 2801, Miami, FL 33130 (305) 579-0070 allovett@mdcida.org

Peer Review

A copy of PAAST's external peer review report, dated December 2021, can be found in the Appendix to this proposal. The scope of the review included a sample of the Firm's governmental and non-profit audit engagements, with a final peer review rating of "pass", with no letter of comments. Peer review is required to take place every 3 years. As such, our next peer review is set to take place this year.

Assistance Expected of Staff

Our proposed audit fee takes into consideration certain assistance from the District's personnel that is expected as part of the audit, including, but not limited to:

- Preparing confirmations to external third parties, as required;
- Providing all reports, schedules, agreements, contracts, and other supporting documents (in a timely manner), as requested;
- Completing any questionnaires (e.g. related party, fraud, 990, etc.), as requested;
- Completing interviews with audit staff to obtain an understanding of the District's operations, including obtaining an understanding of the District's internal controls;
- Answering any inquiries/requests made by audit staff during the course of the audit;
- Providing adequate explanations for significant variances during our variance analysis testing; and
- Providing information for the disclosures in the financial statements.

Without the full assistance and support from the District's staff, completion of the audit and issuance of our reports could be delayed. Therefore, we require the full cooperation and assistance, as described above, of management and staff to ensure the timely completion of our services.


Proposed Cost

PAAST's policy is to estimate fees at amounts that are highly competitive, but will also enable us to respond to your needs and provide the quality of service that the District requires. In general, our fees are based on the level of experience and training of the individuals assigned to the engagement.

Our proposed fees below also include the availability of the members of the engagement team to assist the District in answering any accounting, auditing, and/or financial reporting technical questions, or any other questions within the scope of the audit engagement, during the engagement and throughout the year. We do not charge extra for these kinds of technical questions. However, questions or services that are not within the scope of the audit may include those services that would not impair our independence as your auditors, such as consent letters, certain agreed-upon procedures, tax-related research and inquiries, and certain other financial consulting services, and would therefore be charged at rates agreed-upon with management.

PAAST's lump sum proposed cost for the annual audit services, are as follows:

<u>Year Ending Sep 30,</u>	<u>Lump Sum Proposed Cost</u>
2024	\$ 31,500
2025	29,500
2026	29,500
2027	29,500
2028	29,500





Appendix

PEER REVIEW REPORT



Report on the Firm's System of Quality Control

December 16, 2021

To the Partners of
Perez-Abreu, Aguerrebere, Sueiro, Torres, PL
and the Peer Review Committee of the
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Perez-Abreu, Aguerrebere, Sueiro, Torres, PL (the firm) in effect for the year ended June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards* and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

ZOMMA Group, LLP

355 Alhambra Circle, Suite 1100, Coral Gables, Florida 33134

P: 305.444.8288 F: 305.444-8280

www.zommagroup.com



Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Perez-Abreu, Aguerrebere, Sueiro, Torres, PL in effect for the year ended June 30, 2021 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Perez-Abreu, Aguerrebere, Sueiro, Torres, PL has received a peer review rating of *pass*.

ZOMMA Group, LLP



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

WEST VILLAGES IMPROVEMENT DISTRICT

Proposal Due: September 3, 2024
2:00PM

Submitted to:

West Villages Improvement District
c/o SDS
2501A Burns Road
Palm Beach Gardens, Florida 33410

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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September 3, 2024

West Villages Improvement District
C/o SDS
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2024, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the West Villages Improvement District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

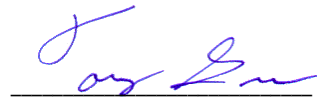
Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



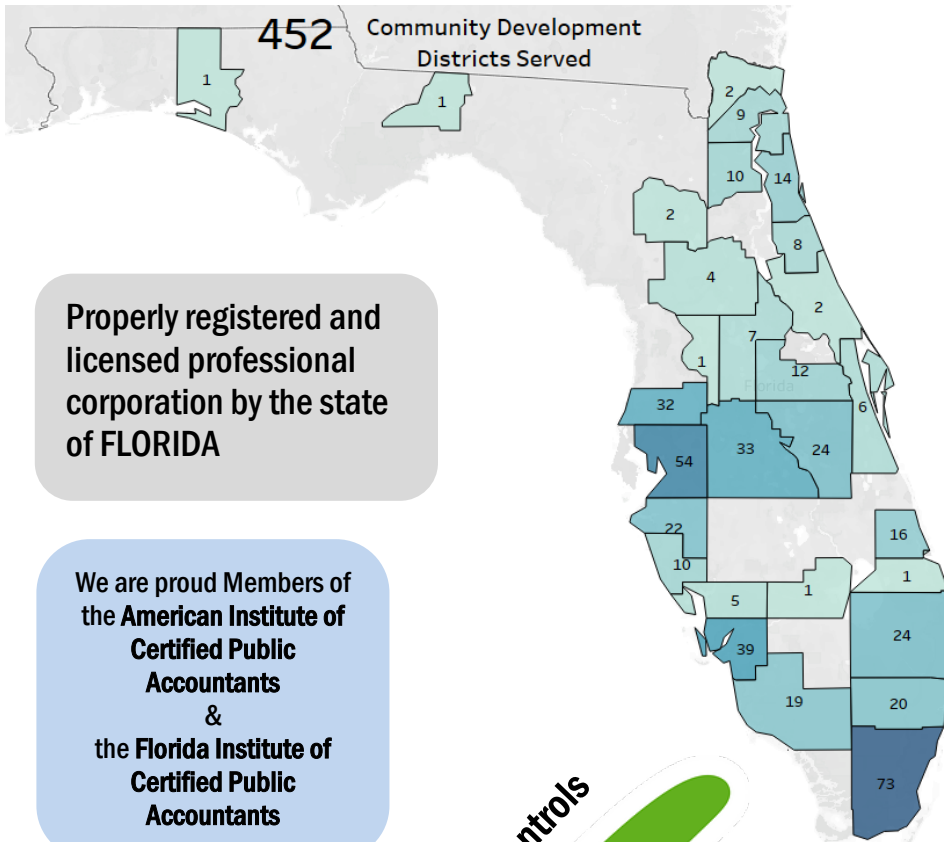
3 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of
the **American Institute of Certified Public Accountants**
&
the **Florida Institute of Certified Public Accountants**

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality

See next page for report and certificate



AICPA | FICPA | GFOA | FASD | FGFOA

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

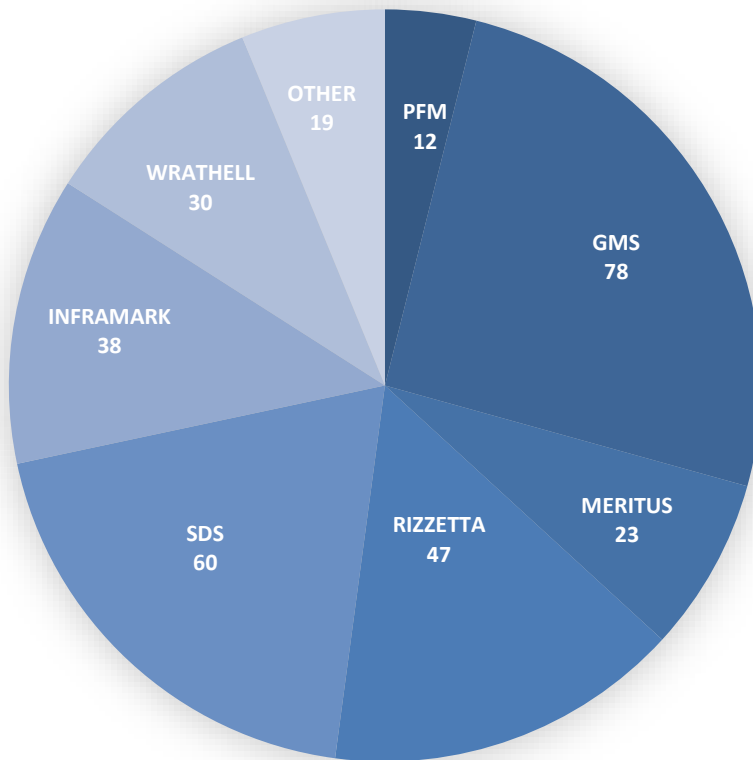
Review Number: 594791

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 35+

CPE (last 2 years):

Government

Accounting, Auditing:

32 hours; Accounting,

Auditing and Other:

58 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing Audits: 13+

CPE (last 2 years):

Government

Accounting, Auditing:

48 hours; Accounting,

Auditing and Other:

33 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

- David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)

Bachelor of Arts

Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District
Dunes Community Development District
Fishhawk Community Development District (I, II, IV)
Grand Bay at Doral Community Development District
Heritage Harbor North Community Development District

St. Lucie West Services District
Ave Maria Stewardship Community District
Rivers Edge II Community Development District
Bartram Park Community Development District
Bay Laurel Center Community Development District

Boca Raton Airport Authority
Greater Naples Fire Rescue District
Key Largo Wastewater Treatment District
Lake Worth Drainage District
South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours

32
58
90 (includes of 4 hours of Ethics CPE)



David Caplivski, CPA/CITP, Partner
Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
Master of Accounting
Nova Southeastern University (2002)
Bachelor of Science
Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
AICPA Certified Information Technology Professional (2018)
AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderhill GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	48
Accounting, Auditing and Other	33
Total Hours	81 (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

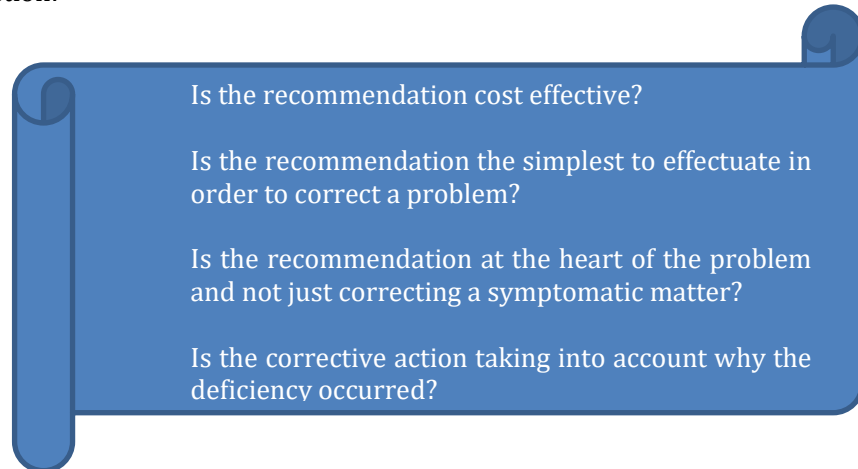
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2028 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2024	\$30,000
2025	\$31,000
2026	\$32,000
2027	\$33,000
2028	<u>\$34,000</u>
TOTAL (2024-2028)	<u>\$160,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional debt is issued the fees would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Independent District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	490	5	4	484	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

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Current
Arbitrage
Calculations

We look forward to providing West Villages Improvement District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

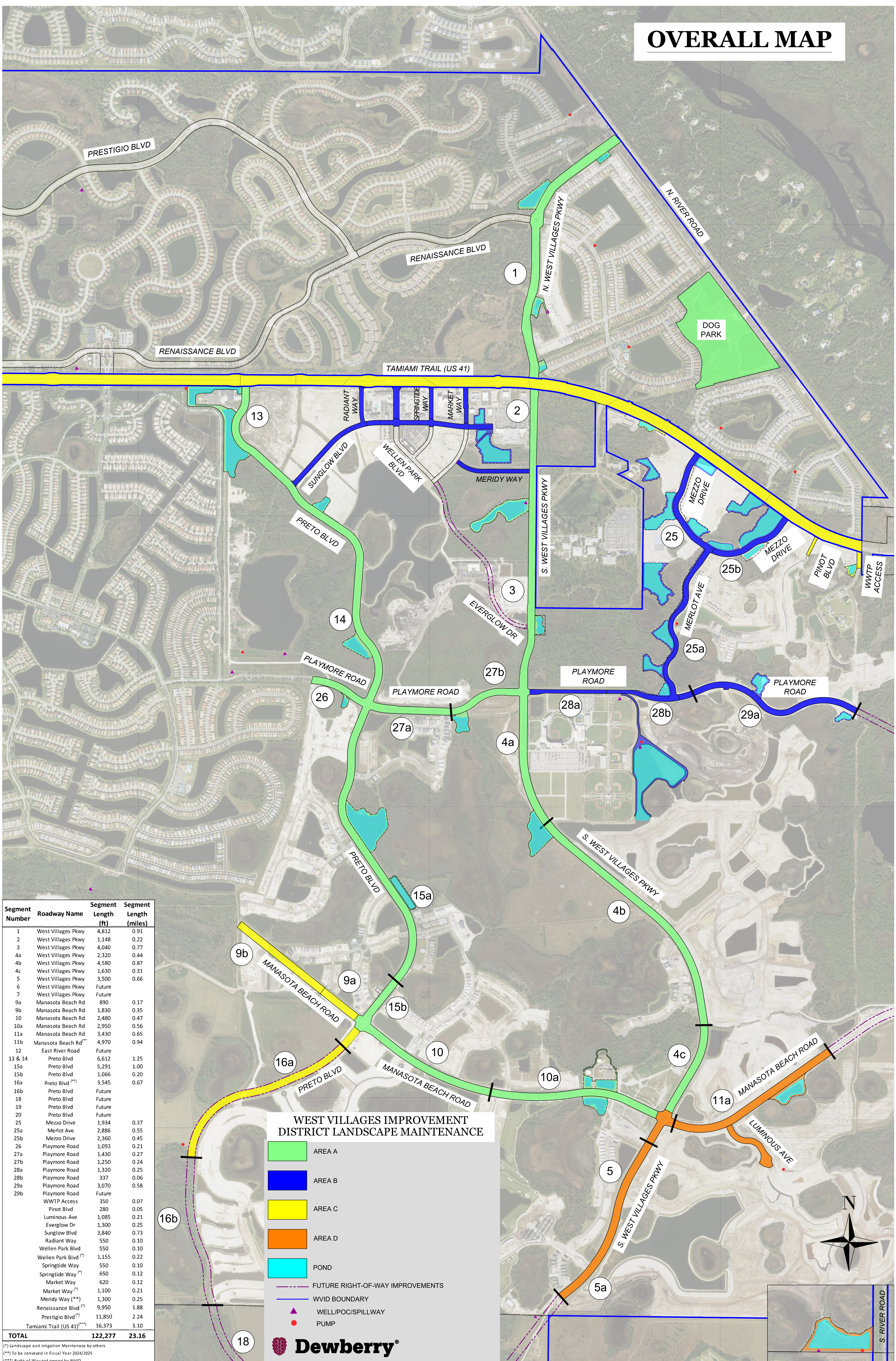
WVID 2024 LANDSCAPE & IRR. MAINTENANCE BID

	AREA				TOTAL
	A	B	C	D	
BRIGHTVIEW	\$1,209,417.00	\$444,695.00	\$968,786.00	\$217,695.00	\$2,840,593.00
	\$2,600.00	\$1,800.00	\$1,700.00	\$1,000.00	\$7,100.00
SUNNYGROVE	NO BID	\$376,568.00	NO BID	\$238,097.79	\$614,665.79
	NO BID	\$0.00	NO BID	\$0.00	\$0.00
IMPACT	NO BID	NO BID	NO BID	\$204,990.00	\$204,990.00
	NO BID	NO BID	NO BID	\$0.00	\$0.00
JUNIPER	\$1,476,091.96	\$388,095.63	\$599,630.02	\$365,439.64	\$2,829,257.25
	\$2,200.00	\$1,100.00	\$1,100.00	\$2,200.00	\$6,600.00
YELLOWSTONE	\$1,235,012.58	\$585,454.08	\$756,463.52	\$327,276.61	\$2,904,206.79
	\$23,677.92	\$2,635.30	\$2,575.54	\$2,572.54	\$31,461.30

Landscape & Irrigation
Pump Station Weed Control
Landscape & Irrigation
Pump Station Weed Control
Landscape & Irrigation
Pump Station Weed Control
Landscape & Irrigation
Pump Station Weed Control
Landscape & Irrigation
Pump Station Weed Control

\$1,209,417.00	\$376,568.00	\$599,630.02	\$204,990.00	\$2,390,605.02
\$2,600.00	\$0.00	\$1,100.00	\$0.00	\$3,700.00

OVERALL MAP





ALFRED J. BENNINGTON, JR.
Senior Litigation Partner
MEMBER FLORIDA & COLORADO BAR
SHUTTS & BOWEN LLP
300 SOUTH ORANGE AVENUE
SUITE 1600
ORLANDO, FLORIDA 32801
Direct: 407-835-6755
Fax: 407-849-7255
E-mail: bbennington@shutts.com

December 3, 2024

VIA EMAIL (Joseph.Brown@KutakRock.com)

Joseph A. Brown, Esq.
Kutak Rock LLP
107 W. College Avenue
Tallahassee, FL 32301

Re: Gran Paradiso Property Owners Association, Inc. v. WVID, et al.
In the Circuit Court of the Twelfth Judicial Circuit, In and for Sarasota County, Florida
Case No.: 2022-CA-005368-SC

Dear Mr. Brown:

Thank you for your October 4, 2024, letter related to the Water Use Permit 20-003872.019 and the Irrigation Water Supply Agreement (2018) between West Villages Improvement District (WVID) and The Ranch Land Operations, LLP, (TRO) and Thomas Ranch Intangibles, LLP (TRI) (collectively, the “Ranch Entities”). The Ranch Entities appreciate that for one month over the last three years, the quantities being repumped from PIL3 that are being used within Gran Paradiso are just slightly below the permitted maximum repumpage quantities based on a 12-month rolling annual average. As we head into Southwest Florida’s dry season, such limited compliance does not assure the Ranch Entities that the permitted maximum repumpage quantities based on a 12-month rolling annual average will be met going forward.

Although we appreciate the clarification regarding WVID’s exceedances related to the PIL3 repumpage quantities, your letter fails to address the numerous other permit compliance issues, or the referenced breaches of the 2018 Water Supply Agreement. As a result, this letter is demanding that WVID, as co-permittee, include the Ranch Entities’ request to modify water use permit 00387.024 (based on modifications, this is the current permit number) (the “permit”) as discussed below on its December 12, 2024, Board agenda.

In accordance with the 2018 Water Supply Agreement between WVID, TRO, and TRI, WVID was allowed to become a co-permittee on the permit. According to Section 3.b. of the Agreement, TRI retained the right to use the permit’s quantities and to exercise its rights for its own purposes as long as it does not materially interfere with WVID’s rights. For the reasons stated in my initial letter, WVID’s failure to ensure Gran Paradiso’s usage compliance with the permit is a violation of the 2018 Agreement. As a result, TRI is exercising its contractual right to use the permit’s quantities.

The Ranch Entities are requesting approval from WVID, solely as co-permittee, so a permit modification may be submitted. The permit modification will redistribute groundwater withdrawal and repumpage quantities associated with the six (6) existing wells located within the Gran Paradiso development (District IDs 74, 75, 76, 77, 78, and 79) to the remaining wells within the WVID service area and PIL3, except for those quantities that are determined necessary to irrigate the rights-of-way within Gran Paradiso. As a result, PIL3 repumpage quantities and well(s) quantities will be limited to quantities necessary to irrigate the WVID rights-of-way within Gran Paradiso using AGMOD. By leaving these limited quantities, the Ranch Entities are ensuring that the permit modification does not impair WVID's bond covenants. Also, although we do not interpret that the amended Maintenance Agreement between WVID and Gran Paradiso requires WVID to provide the water to be used by Gran Paradiso to irrigate the rights-of-way, leaving the limited irrigation quantities avoids any conflict associated with the Maintenance Agreement. By addressing the Maintenance Agreement and bond covenants, this request does not materially interfere with WVID's exercise of its rights under the Agreement. Finally, the Ranch Entities will pay for the costs associated with the permit modification as well as any associated infrastructure improvements needed to effectuate the permit.

In an effort to assist WVID, we propose the following agenda item summary and proposed motion:

Agenda Item Summary:

West Villages Improvement District's Resolution 2019-06 authorizes the Board's Chair to execute permits and conveyance documents associated with the construction and acquisition of public improvements planned to be constructed or acquired by the District. This delegated authority is not applicable to the Southwest Florida Water Management District water use permit modification application, as it does not involve the construction or acquisition of public improvements.

Motion:

I move to authorize the Board of Supervisors Chair to execute the Southwest Florida Water Management District water use permit letter modification application that is consistent with the proposed modification and agent authorization form.

Finally, compliance with the permit by WVID is an integral requirement of the 2018 Agreement. As you are aware, we are currently waiting for the latest data from WVID so we can determine if WVID's withdrawals and repumpage quantities are in compliance. In the interim, we reviewed the Southwest Florida Water Management District's WMIS site in an effort to obtain the data more quickly. Imagine our surprise when we learned that WVID was sent delinquency letters on October 3 and July 31, 2024, regarding its failure to timely submit meter readings (a review of the record shows that failure to timely submit data occurs often). The required data does not appear to have been submitted as of November 27, 2024.

In addition, according to the online permit file, a delinquency letter was sent to WVID on September 30, 2024, related to WVID's failure to submit required reports, including a chlorides analysis, total dissolved solids, and sulfate analysis report. There is also an email dated October 23, 2024, regarding what appears to be an unpermitted surface water withdrawal at Lake 4. No responses by WVID appear in the permit file to any of these permit violations. If responses have been provided to the Southwest Florida Water Management District, please provide me with copies. This correspondence to WVID further supports the Ranch Entities' position that WVID is violating the permit and is in breach of the 2018 Agreement.

If WVID fails to approve the permit modification and continues to operate in violation of the permit and the 2018 Agreement, the Ranch Entities will have no choice but to pursue all legal remedies related to the permit and the 2018 Agreement. Thank you for your prompt attention to the within.

Very truly yours,

/s/ Alfred J. Bennington, Jr.

Alfred J. Bennington, Jr., Esq.

ORLDOCS 21968998 1

RESOLUTION 2024-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT REGARDING ITS CONSENT TO A WATER USE PERMIT MODIFICATION IN CONNECTION WITH THE DISTRICT'S IRRIGATION QUALITY WATER SERVICE; DIRECTING THE DISTRICT'S STAFF TO PROCEED WITH ACTIVITIES NEEDED TO EFFECTUATE THE PERMIT MODIFICATION; 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 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, consisting of a mix of treated effluent and ground and surface water (“**Irrigation Quality Water**”); and

WHEREAS, Water Use Permit No. 20-003872 (the “**WUP**”) issued by the Southwest Florida Water Management District (“**SWFWMD**”) is a central and essential component of the District’s Irrigation Quality Water service, which allows the District to meet the irrigation demand of its customers, and that regulates access to groundwater and the District’s operation of its Irrigation Quality Water service; and

WHEREAS, the water use and irrigation rights granted by the WUP were held by private parties, Thomas Ranch Intangibles, LLLP, and The Ranch Land Operations, LLLP (the “**Ranch Entities**”); and

WHEREAS, in order to facilitate the provision of a master-planned Irrigation Quality Water service and to provide for the efficient and reliable provision of Irrigation Quality Water, 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 for its Irrigation Quality Water service; and

WHEREAS, that agreement was memorialized in that certain *Irrigation Water Supply Agreement* (the “**Ranch Entities’ Supply Agreement**”) between the District and Ranch Entities recorded in December 2018; and

WHEREAS, if the Ranch Entities’ Supply Agreement is terminated or otherwise nullified, then the District is no longer authorized to be a co-permittee on the WUP and accordingly would not be legally permitted to provide its existing Irrigation Quality Water service to any of its current customers; and

WHEREAS, Section 4(g) of the Ranch Entities’ Supply Agreement requires that the District and the Ranch Entities jointly work to ensure that the WUP is not impacted by adverse agency actions by SWFWMD or other governmental entities; and

WHEREAS, Section 8(e) of the Ranch Entities’ Supply Agreement requires the District to implement and enforce the water conservation plan (the “**Conservation Plan**”) required by the WUP, and request a modification of the WUP if the implementation of the Conservation Plan fails to demonstrate progress toward increasing water use efficiency in order to address such deficiency; and

WHEREAS, the WUP requires the District to allocate its Irrigation Quality Water using SWFWMD’s “AGMOD” computer modeling software in order to require water conservation; and

WHEREAS, the District and the Gran Paradiso Property Owners Association (“**GPPOA**”) entered into that certain *Amended and Restated Agreement for the Delivery and Use of Irrigation Quality Water*, dated December 16, 2020 (the “**2020 GP Irrigation Agreement**”), addressing the District’s provision of Irrigation Quality Water to the Gran Paradiso residential community (the “**Gran Paradiso**”);¹ and

WHEREAS, to the extent that the 2020 GP Irrigation Agreement is currently operative, Section 6 thereof requires the GPPOA to utilize the Irrigation Quality Water provided by the District consistent with all legal, state, and federal regulations, permits, and other applicable governmental regulations, which include but are not limited to SWFWMD regulations and the terms of the WUP; and

WHEREAS, to the extent that the 2020 GP Irrigation Agreement is currently operative, Section 9 thereof provides that the District’s obligations to provide Irrigation Quality Water to Gran Paradiso is entirely dependent and conditioned upon the District’s receipt of Irrigation Quality Water from third party suppliers pursuant to the Ranch Entities’ Supply Agreement, and that the District shall not be held responsible or liable, and it shall not be a breach under the 2020

¹ The GPPOA asserts in the Litigation (as hereinafter defined) that the 2020 GP Irrigation Agreement and the *First Amendment to Irrigation Quality Water Use Agreement*, dated January 17, 2019 (the “**First Amendment to the 2009 GP Irrigation Agreement**”) are void and of no force and effect. The GPPOA further asserts in the Litigation that the *Irrigation Quality Water Use Agreement*, dated February 10, 2009 (the “**2009 GP Irrigation Agreement**”) is the current operative Irrigation Quality Water supply agreement between the District and Gran Paradiso (without amendments).

Assuming arguendo that the 2009 GP Irrigation Agreement was not superseded by either the First Amendment to the 2009 GP Irrigation Agreement and/or the 2020 GP Irrigation Agreement, and as has been discussed in depth several times at public meetings of the District’s Board of Supervisors (the “**Board**”), the 2009 GP Irrigation Agreement expired by its own terms as of March 27, 2024 and is no longer of any force and effect irrespective of the Litigation.

Thus, the GPPOA asserts in the Litigation that the District and the GPPOA do not have a current, enforceable Irrigation Quality Water supply agreement in place, and as a result the District has no contractual obligation to provide Irrigation Quality Water service to Gran Paradiso.

GP Irrigation Agreement, in the event that the District is not able to deliver some or all of such water to its customer; and

WHEREAS, to the extent that the 2020 GP Irrigation Agreement is currently operative, Section 12 thereof provides that such agreement is terminable by the District in the event that the GPPOA violates any terms or provisions of such agreement, the District's supply of Irrigation Quality Water pursuant to the Ranch Entities' Supply Agreement is terminated, or the District's provision of the Irrigation Quality Water to Gran Paradiso in the amounts addressed pursuant to such agreement is otherwise prohibited by governmental permit, rule, or order; and

WHEREAS, in the approximately six (6) years that the District has provided Irrigation Quality Water service to Gran Paradiso, Irrigation Quality Water meter readings have shown that Gran Paradiso has consistently and significantly exceeded its contractual and WUP-mandated AGMOD allocations; and

WHEREAS, despite the District's continued and varied attempts to bring Gran Paradiso's Irrigation Quality Water consumption to be within its contractual and WUP-mandated AGMOD allocation, Gran Paradiso has for many months exceeded its AGMOD allocation and violated regulatory conservation requirements; and

WHEREAS, due to Gran Paradiso's continued mismanagement and overuse of Irrigation Quality Water in violation of the WUP, and assuming the 2020 GP Irrigation Agreement is currently operative despite the GPPOA's assertions that the District does not currently have an agreement to provide Irrigation Quality Water to Gran Paradiso, the District is currently permitted to terminate the 2020 GP Irrigation Agreement at its election without penalty or liability; and

WHEREAS, the GPPOA 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, 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 Ranch Entities' 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, 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, the Ranch Entities' Supply Agreement, the First Amendment to the 2009 GP Irrigation Agreement, and 2020 GP Irrigation Agreement pending final resolution of the Litigation on the merits; and

WHEREAS, the temporary injunction did not address and does not state that the District must continue to provide Irrigation Quality Water service to Gran Paradiso; and

WHEREAS, during the pendency of the Litigation, Gran Paradiso has repeatedly and consistently exceeded its AGMOD allocation; 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 the GPPOA 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 deny the allegations made and defend the Litigation; and

WHEREAS, the Ranch Entities have asserted that Gran Paradiso's failure to comply with the requirements of the WUP not only creates a situation where there will be insufficient Irrigation Quality Water quantities available for other customers within Wellen Park as the community continues to develop, but also causes serious regulatory compliance issues with SWFWMD which jeopardizes the WUP; and

WHEREAS, the Ranch Entities have accordingly advised the District that, due to Gran Paradiso's extensive and long-standing overconsumption of Irrigation Quality Water in violation of the WUP and the District's failure to remedy same, the District is accordingly in violation of the WUP and in breach of the Ranch Entities' Supply Agreement; and

WHEREAS, the Ranch Entities have demanded that, in order to avoid the Ranch Entities' pursuance of its legal remedies related to the WUP and the asserted breach of the Ranch Entities' Supply Agreement, the District consent to a WUP modification that redistributes groundwater withdrawal and repumpage quantities associated with the six (6) existing wells located within Gran Paradiso (SWFWMD IDs 74, 75, 76, 77, 78 and 79) to the remaining permitted wells under the WUP, except for those quantities that are determined necessary to irrigate the District-owned property within Gran Paradiso (hereinafter, the "**WUP Modification**"); and

WHEREAS, the Ranch Entities have stated that it will pay for the costs associated with the WUP Modification as well as any associated infrastructure improvements needed to effectuate the WUP Modification (the "**Infrastructure Modifications**"); and

WHEREAS, termination or rescission of the Ranch Entities' Supply Agreement and/or removal of the District as co-permittee under the WUP due to the District's asserted breach would be catastrophic to the District's Irrigation Quality Water service and jeopardize the District's ability to provide such service to all of its customers within the approximately 12,000-acre Wellen Park development;² and

² As discussed in more detail herein, the District is only able to provide its Irrigation Quality Water service to its customers due to the non-exclusive assignment of the Ranch Entities' water rights to the District pursuant to the terms of the Ranch Entities' Supply Agreement.

WHEREAS, further, in addition to losing the legal rights necessary to operate its Irrigation Quality Water service, upon the termination or rescission of the Ranch Entities' Supply Agreement and/or removal of the District as co-permittee under the WUP due to the District's asserted breach, the District's supply agreements with all of its customers, including Gran Paradiso to the extent that the 2020 GP Irrigation Agreement is currently operative, would automatically terminate by their own terms without penalty or liability to the District, which additionally renders the District unable to provide Irrigation Quality Water to such customers; and

WHEREAS, the District desires to continue to operate under the WUP and to continue to provide its existing Irrigation Quality Water service to meet the irrigation needs of its customers; and

WHEREAS, the District has to-date expended significant financial and other resources towards the implementation of a master-planned Irrigation Quality Water service that relies on the WUP as a central and critical component thereto, which investment and efforts would be lost should the District no longer be able to operate its Irrigation Quality Water service; and

WHEREAS, proper and adequate irrigation is important to the public's enjoyment of their community and property; and

WHEREAS, loss of the District's ability to operate its Irrigation Quality Water service 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, it is feasible for Gran Paradiso to obtain other sources of Irrigation Quality Water from suppliers other than the District; and

WHEREAS, ensuring the District's continued ability to provide its Irrigation Quality Water service for the broader Wellen Park community is in the best interests of the public and the District; and

WHEREAS, remaining as a co-permittee on the WUP is essential to the operation of the District's Irrigation Quality Water services and to meet public demand for Irrigation Quality Water in the most cost effective and efficient manner possible; and

WHEREAS, the District accordingly determines that:

- 1) the GPPOA is required to ensure that its use of the District's Irrigation Quality Water relative to Gran Paradiso complies with SWFWMD regulations and the terms of the WUP, including the AGMOD allocations required thereby;
- 2) Gran Paradiso has indisputably and consistently violated its AGMOD allocations and conservation requirements;

- 3) such over-usage by Gran Paradiso constitutes non-compliance with the WUP;
- 4) the responsibility for compliance with the WUP by the District's customers is ultimately vested in the District;
- 5) non-compliance with the WUP by a customer, which imputes to the District, constitutes a breach of the Ranch Entities' Supply Agreement;
- 6) the District's breach of the Ranch Entities' Supply Agreement entitles the Ranch Entities to pursue all legal remedies available to it, which could risk termination of the Ranch Entities' Supply Agreement and/or removal of the District as co-permittee under the WUP;
- 7) if the Ranch Entities' Supply Agreement is terminated and/or the District is removed as a co-permittee under the WUP, the District would not be legally or contractually permitted to continue providing its existing Irrigation Quality Water service and the District's service agreements with existing customers would be terminated;
- 8) GPPOA seeks in the Litigation to void the Ranch Entities' Supply Agreement and its own irrigation supply agreement with the District, and if GPPOA prevails the District would not have a contractual obligation, or ability, to continue its Irrigation Quality Water service to Gran Paradiso;
- 9) to the extent that the 2020 GP Irrigation Agreement is currently operative, the District is currently entitled to terminate such agreement, without penalty or liability, pursuant to the terms thereof due to the GPPOA's breach of such agreement;
- 10) the District's continued provision of its Irrigation Quality Water service provides benefit to the broader public and is the most cost efficient and effective manner of providing such service to the broader community within Wellen Park;
- 11) the District has expended significant financial and other resources towards the implementation of its Irrigation Quality Water service, and will not incur any costs associated with the WUP Modification or the Infrastructure Modifications; and
- 12) the District has a need, and is contractually obligated by the Ranch Entities' Supply Agreement, to work cooperatively with the Ranch Entities and to take any actions as are necessary to be in compliance with the WUP and the Ranch Entities' Supply Agreement in order to ensure that it can continue to otherwise provide its Irrigation Quality Water service to the broader Wellen Park community; and

WHEREAS, the District accordingly desires to consent to the WUP Modification as set forth herein.

**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, intent, and mutual agreements of the District and Ranch Entities as memorialized in the Ranch Entities' Supply Agreement.

SECTION 3. In consideration of the findings set forth herein, and as is in accordance with the mutual agreement and intent of the parties as memorialized in the Ranch Entities' Supply Agreement, the Board hereby agrees to consent to the WUP Modification as requested by the Ranch Entities. While the Ranch Entities shall prepare and submit the application to SWFWMD requesting the WUP Modification, the District's Chairman and/or Vice Chairman, and District staff, as applicable, are hereby authorized to prepare and execute any documents required by SWFWMD or otherwise necessary to effectuate the approval of same by SWFWMD.

SECTION 4. The District's Chairman and/or Vice Chairman and District staff, as applicable, are authorized to prepare and execute a funding agreement with the Ranch Entities in substantially the form attached hereto as **Exhibit A**, requiring the Ranch Entities to fund the District's costs associated with the WUP Modification, including but not limited to costs associated with the Infrastructure Modifications.

SECTION 5. The District's staff is further directed to take any actions and/or prepare any documents necessary to facilitate the modifications to the District's Irrigation Quality Water distribution system necessary to effectuate the WUP Modification. Such actions include but are not limited to, preparing plans and specifications, obtaining proposals or bids, and expeditiously proceeding with the construction activities related to the Infrastructure Modifications; provided, however, that all such actions shall be in compliance with Florida law.

SECTION 6. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 7. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 12th day of December, 2024.

[Signatures on Next Page]

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: WUP Modification Funding Agreement

Exhibit A

WUP Modification Funding Agreement

WATER USE PERMIT MODIFICATION FUNDING AGREEMENT

This **Water Use Permit Modification Funding Agreement** (the “**Agreement**”) is made and entered into this 12th day of December, 2024, by and between:

WEST VILLAGES IMPROVEMENT DISTRICT, a local unit of special-purpose government located in the City of North Port, Florida and unincorporated Sarasota County, Florida (the “**District**”); and

THE RANCH LAND OPERATIONS, LLLP, a Florida limited liability limited partnership with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**TRLO**”); and

THOMAS RANCH INTANGIBLES, LLLP, a Florida limited liability limited partnership with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**TRI**,” and collectively with TRLO, the “**Ranch Entities**”).

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 for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has established its “Unit of Development No. 6” relative to its provision of irrigation services to certain of the lands within the District; and

WHEREAS, pursuant to the agreements memorialized in that certain *Irrigation Water Supply Agreement* (the “**Supply Agreement**”) between the District and Ranch Entities recorded in December 2018, District and the Ranch Entities are co-permittees of that certain Water Use Permit No. 20-003872 (the “**WUP**”) issued by the Southwest Florida Water Management District (“**SWFWMD**”); and

WHEREAS, the Supply Agreement obligates the District to seek and pay for the costs of any permit modifications or renewals relative to the WUP; and

WHEREAS, at the request of the Ranch Entities, and based on the extensive findings set forth in Resolution 2024-28, the District has consented to the modification of the WUP in the manner set forth in such Resolution which was adopted by the District’s Board of Supervisors (the “**Board**”) at its December 12, 2024 meeting (the “**WUP Modification**”); and

WHEREAS, the District and the Ranch Entities acknowledge and agree that, notwithstanding the terms of the Supply Agreement, the Ranch Entities shall be solely responsible for the pursuance of the WUP Modification as well as any associated infrastructure improvements needed to effectuate same, including but not limited to associated permitting or

professional fees (the “**Infrastructure Modifications**,” and together with the WUP Modification, the “**Project**”); and

WHEREAS, the Ranch Entities accordingly desire to fund the District’s costs and expenses relative to the provision of the WUP Modification and the associated Infrastructure Modifications, and the parties accordingly desire to enter into this Agreement relative to same.

1. RECITALS; INCORPORATION OF FINDINGS OF RESOLUTION 2024-28. The above recitals are true and correct and are incorporated herein and made a part hereof by this reference. The parties acknowledge and agree that the findings made by the District in Resolution 2024-28 are incorporated herein and made a part hereof by this reference.

2. PROVISION OF FUNDS.

A. The Ranch Entities and the District agrees that all fees, costs or other expenses incurred by the District relative to the Project and for the services of the District’s Engineer, Counsel, Manager, or other professionals relative to the Project are included within the scope of this Agreement.

B. Ranch Entities jointly and severally agrees to provide to the District any such monies relative to the Project upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. Such payments shall be made in accordance with the District’s normal invoice and payment procedures. The District agrees that any funds provided by Ranch Entities pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Ranch Entities, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Ranch Entities. The District agrees to provide to Ranch Entities, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Ranch Entities agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Ranch Entities fails to provide any such funds pursuant to this Agreement, the Ranch Entities and the District agree the portion of the Project for which funds are presently needed may be halted until such time as sufficient funds are provided by Ranch Entities to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

3. TERMINATION. Ranch Entities and District agree that Ranch Entities may terminate this Agreement without cause by providing ten (10) days written notice of termination

to the District. Any such termination by Ranch Entities is contingent upon Ranch Entities' provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Ranch Entities and the District agree that the District may terminate this Agreement due to a failure of Ranch Entities to provide funds in accordance with Section 2 of this Agreement, by providing ten (10) days written notice of termination to Ranch Entities; provided, however, that the Ranch Entities shall be provided a reasonable opportunity to cure any such failure.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by each of the parties hereto.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. NOTICES. All notices, requests, consents and other communications hereunder ("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 District: West Villages Improvement District
12250 Everglow Drive, Suite A3
Venice, Florida 34293
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

- B. If to TRLO:** The Ranch Land Operations, LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Rick Severance
Attn: Nicole Swartz
- C. If to TRI:** Thomas Ranch Intangibles, LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Rick Severance
Attn: Nicole Swartz

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. 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.

10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties.

12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by each of the parties hereto and shall remain in effect unless jointly terminated by each of the parties hereto.

14. PUBLIC RECORDS. Ranch Entities understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

THE RANCH LAND OPERATIONS, a
Florida limited liability limited partnership

**BY: THOMAS RANCH VILLAGES GP,
LLC**, a Delaware limited liability company,
its General Partner

**BY: THOMAS RANCH MANAGER,
LLC**, a Delaware limited liability company,
its Manager

By: _____
Its: _____

THOMAS RANCH INTANGIBLES, a
Florida limited liability limited partnership

**BY: THOMAS RANCH VILLAGES GP,
LLC**, a Delaware limited liability company,
its General Partner

**BY: THOMAS RANCH MANAGER,
LLC**, a Delaware limited liability company,
its Manager

By: _____
Its: _____

This instrument prepared by:
Lindsay Whelan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

RESOLUTION 2024-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT AMENDING RESOLUTION 2024-27 TO RESET THE DATE AND TIME OF THE PUBLIC HEARING ON THE APPROVAL AND CONFIRMATION OF THE ESTABLISHMENT OF “WEST VILLAGES IMPROVEMENT DISTRICT UNIT OF DEVELOPMENT NO. 11;” PROVIDING FOR SEVERABILITY; 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 “Special Act”), and is situated in the City of North Port, Florida (the “City”) and unincorporated Sarasota County, Florida (the “County”); and

WHEREAS, on November 14, 2024, at a duly noticed public meeting, the District’s Board of Supervisors (the “Board”) adopted Resolution 2024-27, designating West Villages Improvement District Unit of Development No. 11 and setting a hearing on the approval and confirmation of the establishment of such unit for December 12, 2024 at 10:00 A.M. at the Chambers of the City of North Port, 4970 City Hall Boulevard, North Port, Florida 34286; and

WHEREAS, due to Resolution 2024-27 recording issues the District Manager rescheduled the public hearing to January 9, 2025 at 10:00 a.m., at Commission Chambers, 4970 City Hall Boulevard, North Port, Florida 34286, and caused the notice of the revised public hearing, with the date and time along with the location, to be published in a newspaper of general circulation in Sarasota County, Florida; and

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

SECTION 1. RATIFICATION OF PUBLIC HEARING RESET. The actions of the District Manager in resetting the public hearing and providing the notice of the public hearing is hereby ratified. Resolution 2024-27 is hereby amended to reflect that the public hearing as declared in Resolution 2024-27 is reset to January 9, 2025 at 10:00 a.m., at Commission Chambers, 4970 City Hall Boulevard, North Port, Florida 34286.

SECTION 2. RESOLUTION 2024-27 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2024-27 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED, this 12th day of December, 2024.

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

This instrument prepared by:
Lindsay Whelan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

RESOLUTION 2024-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT DESIGNATING “WEST VILLAGES IMPROVEMENT DISTRICT UNIT OF DEVELOPMENT NO. 12;” SETTING A HEARING ON THE APPROVAL AND CONFIRMATION OF THE ESTABLISHMENT OF SUCH UNIT; PROVIDING FOR RECORDATION OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; 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 “Special Act”), and is situated in the City of North Port, Florida (the “City”) and unincorporated Sarasota County, Florida (the “County”); and

WHEREAS, Section 11 of the Special Act provides that a unit of development (“Unit”) may be established by the Board of Supervisors of the District (the “Board”) upon the receipt of a petition of the owners of fifty-one (51%) percent of the acreage to be included within the Unit; and

WHEREAS, the Board has received a petition from the fee simple owners of at least fifty-one (51%) percent of the real property depicted in the attached **Exhibit A** (the “Property”), requesting the establishment of a Unit to be identified as the “West Villages Unit of Development No. 12” which encompasses the lands comprising the Property, a copy of which is attached hereto as **Exhibit B** (the “Petition”); and

WHEREAS, the Property lies within the jurisdictional boundaries of the District; and

WHEREAS, the Board desires to designate the lands comprising the Property as the “West Villages Improvement District Unit of Development No. 12”, and to set a hearing on its intent to establish same.

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

SECTION 1. DESIGNATION OF UNIT OF DEVELOPMENT. The Board hereby designates the establishment of the “West Villages Improvement District Unit of Development

No. 12” for the purpose of exercising some or all of the powers granted to the District pursuant to the Special Act and any other provisions of Florida law. The location and area of the “West Villages Unit of Development No. 12” shall be as described in the attached **Exhibit A**.

SECTION 2. HEARING ON INTENT TO ESTABLISH UNIT.

- A.** The Board hereby declares that a hearing shall be held at 10:00 A.M., on January 9, 2024, in person at the Chambers of the City of North Port, 4970 City Hall Boulevard, North Port, Florida 34286 for the purpose of reviewing written objections of landowners within the District, if any, regarding the District’s intent to establish the “West Villages Unit of Development No. 12”. Affected parties may appear at that hearing or submit their comments in writing to the office of the District Manager, located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410.
- B.** The District Manager is hereby authorized and directed to provide notice of the hearing once a week for two (2) consecutive weeks in a newspaper(s) of general circulation that the City and County utilize to publish notice of their respective public meetings. The notice shall briefly describe the Unit and the lands embraced therein, giving the name, number, or other designation thereof, and requiring all owners of lands in the District to show cause, in writing, as to why the division of the District into the Unit should not be approved, and why the proceedings and powers authorized by the Special Act should not be had, taken, and exercised. Two (2) weeks’ written notice shall also be given to the City Manager or the County Administrator, or their designees, depending on the geographical location of the Unit.

SECTION 3. RECORDATION OF UNIT DESIGNATION RESOLUTION. A copy of this Resolution shall be recorded in the Public Records of Sarasota County, Florida upon its adoption.

SECTION 4. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[Continued on Next Page]

PASSED AND ADOPTED, this 12th day of December 2024.

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Unit No. 12 Boundary

Exhibit B: Unit Establishment Petition

Exhibit A

Proposed Unit No. 12 Boundary

Exhibit B

Unit Establishment Petition

EXHIBIT A

Description of the Property

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Sections 31 & 32, Township 29 South, Range 20 East and Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Begin at the southwest corner of Tract 7 of Wellen Park Downtown Phase 1 recorded in Plat Book 54, Page 331 of the Public Records of Sarasota County, Florida; thence S.85°51'13"E. along the south line of said Tract 7, a distance of 98.11 feet to the point of curvature of a non-tangent curve to the right, having a radius of 105.00 feet and a central angle of 54°25'40"; thence Southerly, leaving said south line, along the arc of said curve, a distance of 99.74 feet, said curve having a chord bearing and distance of S.01°55'38"W., 96.04 feet, to the point of curvature of a reverse curve to the left having a radius of 75.00 feet and a central angle of 126°37'57"; thence Southeasterly along the arc of said curve, a distance of 165.76 feet, to the point of tangency of said curve; thence N.82°30'31"E., a distance of 9.35 feet to a point of curvature of a curve to the right having a radius of 155.00 feet and a central angle of 36°07'45"; thence Easterly along the arc of said curve, a distance of 97.74 feet, to the point of tangency of said curve; thence S.61°21'43"E., a distance of 26.42 feet to a point of curvature of a curve to the left having a radius of 195.00 feet and a central angle of 17°35'16"; thence Easterly along the arc of said curve, a distance of 59.86 feet, to the point of curvature of a reverse curve to the right having a radius of 475.00 feet and a central angle of 07°43'23"; thence Easterly along the arc of said curve, a distance of 64.03 feet, to the end of said curve; thence N.18°46'24"E. along a line non-tangent to said curve, a distance of 39.50 feet to a point of curvature of a curve to the left having a radius of 40.00 feet and a central angle of 29°18'58"; thence Northerly along the arc of said curve, a distance of 20.47 feet, to the point of tangency of said curve; thence N.10°32'34"W., a distance of 78.34 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 12°54'24"; thence Northerly along the arc of said curve, a distance of 5.63 feet, to the point of curvature of a reverse curve to the left having a radius of 377.81 feet and a central angle of 24°16'38"; thence Northerly along the arc of said curve, a distance of 160.08 feet, to the point of curvature of a reverse curve to the right having a radius of 159.00 feet and a central angle of 67°14'07"; thence Northerly along the arc of said curve, a distance of 186.58 feet, to the point of tangency of said curve; thence N.45°19'20"E., a distance of 136.98 feet to a point of curvature of a curve to the right having a radius of 86.00 feet and a central angle of 91°44'50"; thence Easterly along the arc of said curve, a distance of 137.71 feet, to the point of curvature of a reverse curve to the left having a radius of 1,117.00 feet and a central angle of 18°43'04"; thence Southeasterly along the arc of said curve, a distance of 364.91 feet, to the point of curvature of a compound curve to the left having a radius of 120.00 feet and a central angle of 65°58'08"; thence Easterly along the arc of said curve, a distance of 138.16 feet, to the point of tangency of said curve; thence

N.52°22'59"E., a distance of 50.14 feet to a point of curvature of a curve to the left having a radius of 61.00 feet and a central angle of 84°57'31"; thence Northerly along the arc of said curve, a distance of 90.45 feet, to the end of said curve; the following fourteen (14) calls are along the boundary line of said Tract 7 of Wellen Park Downtown Phase 1: (1) thence S.35°52'06"E. along a line non-tangent to said curve, a distance of 109.04 feet to a point of curvature of a curve to the left having a radius of 44.00 feet and a central angle of 81°09'10"; (2) thence Easterly along the arc of said curve, a distance of 62.32 feet, to the point of tangency of said curve; (3) thence N.62°58'44"E., a distance of 59.37 feet to a point of curvature of a curve to the left having a radius of 44.00 feet and a central angle of 77°51'48"; (4) thence Northeasterly along the arc of said curve, a distance of 59.79 feet, to the point of tangency of said curve; (5) thence N.14°53'03"W., a distance of 103.89 feet to a point of curvature of a curve to the right having a radius of 82.00 feet and a central angle of 80°41'12"; (6) thence Northeasterly along the arc of said curve, a distance of 115.48 feet, to the point of tangency of said curve; (7) thence N.65°48'08"E., a distance of 294.24 feet to the point of curvature of a non-tangent curve to the left, having a radius of 68.00 feet and a central angle of 117°31'30"; (8) thence Northerly along the arc of said curve, a distance of 139.48 feet, said curve having a chord bearing and distance of N.07°03'19"E., 116.28 feet, to the point of curvature of a reverse curve to the right having a radius of 97.00 feet and a central angle of 53°18'51"; (9) thence Northwesterly along the arc of said curve, a distance of 90.26 feet, to the point of curvature of a reverse curve to the left having a radius of 59.00 feet and a central angle of 47°10'03"; (10) thence Northerly along the arc of said curve, a distance of 48.57 feet, to the point of curvature of a reverse curve to the right having a radius of 196.00 feet and a central angle of 29°08'24"; (11) thence Northwesterly along the arc of said curve, a distance of 99.68 feet, to the point of curvature of a reverse curve to the left having a radius of 154.00 feet and a central angle of 37°34'21"; (12) thence Northwesterly along the arc of said curve, a distance of 100.99 feet, to the point of curvature of a reverse curve to the right having a radius of 96.00 feet and a central angle of 90°04'15"; (13) thence Northerly along the arc of said curve, a distance of 150.91 feet, to the point of curvature of a reverse curve to the left having a radius of 438.00 feet and a central angle of 63°20'25"; (14) thence Northerly along the arc of said curve, a distance of 484.21 feet, to the end of said curve; thence N.62°48'14"E. along a line non-tangent to said curve, a distance of 89.55 feet to the point of curvature of a non-tangent curve to the right, having a radius of 300.00 feet and a central angle of 02°39'53"; thence Northwesterly along the arc of said curve, a distance of 13.95 feet, said curve having a chord bearing and distance of N.25°51'50"W., 13.95 feet, to the point of curvature of a compound curve to the right having a radius of 600.00 feet and a central angle of 02°35'48"; thence Northwesterly along the arc of said curve, a distance of 27.19 feet, to the end of said curve; thence N.28°46'42"E. along a line non-tangent to said curve, a distance of 68.30 feet; thence N.31°25'41"E., a distance of 52.59 feet; thence N.39°50'18"E., a distance of 51.87 feet; thence N.38°22'55"E., a distance of 74.39 feet; thence N.16°31'25"E., a distance of 42.39 feet; thence N.11°39'16"E., a distance of 55.61 feet; thence N.49°43'42"E., a distance of 38.04 feet; thence N.28°42'35"E., a distance of 16.66 feet; thence N.11°07'03"W., a distance of 30.44 feet; thence N.43°38'28"E., a distance of 63.15 feet; thence N.34°01'32"E., a

distance of 80.87 feet; thence N.84°03'35"E., a distance of 56.80 feet; thence N.62°31'55"E., a distance of 61.17 feet; thence N.86°30'02"E., a distance of 56.57 feet; thence N.87°54'57"E., a distance of 44.39 feet; thence S.76°02'53"E., a distance of 48.86 feet; thence S.39°57'56"E., a distance of 48.60 feet; thence S.72°01'56"E., a distance of 42.00 feet; thence S.50°11'21"E., a distance of 49.78 feet; thence S.88°14'48"E., a distance of 34.11 feet; thence S.70°19'11"E., a distance of 24.70 feet; thence N.36°17'44"E., a distance of 29.26 feet; thence S.78°35'14"E., a distance of 53.83 feet; thence S.72°01'51"E., a distance of 42.79 feet; thence N.40°24'06"E., a distance of 22.53 feet; thence N.75°44'30"E., a distance of 72.75 feet; thence S.78°07'11"E., a distance of 48.11 feet; thence N.49°58'58"E., a distance of 14.80 feet; thence N.14°48'01"E., a distance of 46.22 feet; thence N.79°23'10"E., a distance of 63.56 feet; thence N.50°32'03"E., a distance of 59.55 feet; thence N.30°55'22"E., a distance of 62.09 feet; thence S.82°02'22"E., a distance of 91.19 feet; thence S.11°36'24"E., a distance of 88.00 feet; thence S.00°18'02"W., a distance of 96.39 feet; thence S.04°02'45"W., a distance of 8.34 feet; thence N.88°45'02"E., a distance of 8.73 feet; thence S.40°57'08"E., a distance of 73.63 feet; thence S.24°26'17"W., a distance of 62.94 feet to a point on the northerly line of Parcel 771 recorded in Official Instrument Number 2009155882 of said Public Records, also being the point of curvature of a non-tangent curve to the left, having a radius of 390.00 feet and a central angle of 00°24'02"; the following three (3) calls are along the northerly line of Parcel 771 and its easterly extension: (1) thence Easterly along the arc of said curve, a distance of 2.73 feet, said curve having a chord bearing and distance of N.70°16'26"E., 2.73 feet, to the point of curvature of a reverse curve to the right having a radius of 57.76 feet and a central angle of 20°25'58"; (2) thence Easterly along the arc of said curve, a distance of 20.60 feet, to the point of tangency of said curve; (3) thence S.89°29'37"E., a distance of 105.16 feet to a point on the west right-of-way line of West Villages Parkway (variable width right-of-way), as recorded in Official Records Instrument Number 2009155882 of said Public Records; thence S.00°30'25"W. along said west right-of-way line, a distance of 1,340.70 feet to the northeast corner of Main Street Ranchlands Plat No. 3 recorded in Plat Book 56, Page 252 of said Public Records; the following eleven (11) calls are along the boundary of said Main Street Ranchlands Plat No. 3: (1) thence N.89°55'18"W., a distance of 521.43 feet; (2) thence S.00°03'01"W., a distance of 117.25 feet; (3) thence S.42°56'28"W., a distance of 147.30 feet; (4) thence S.02°54'04"E., a distance of 107.82 feet to the point of curvature of a non-tangent curve to the right, having a radius of 646.08 feet and a central angle of 06°38'39"; (5) thence Southeasterly along the arc of said curve, a distance of 74.92 feet, said curve having a chord bearing and distance of S.33°36'20"E., 74.88 feet, to the end of said curve; (6) thence S.30°08'32"E. along a line non-tangent to said curve, a distance of 188.12 feet to the point of curvature of a non-tangent curve to the left, having a radius of 556.31 feet and a central angle of 07°48'59"; (7) thence Southeasterly along the arc of said curve, a distance of 75.89 feet, said curve having a chord bearing and distance of S.34°12'30"E., 75.83 feet, to the point of curvature of a non-tangent curve to the left, having a radius of 535.13 feet and a central angle of 11°57'38"; (8) thence Southeasterly along the arc of said curve, a distance of 111.71 feet, said curve having a chord bearing and distance of S.43°47'43"E., 111.51 feet, to the point of curvature of a non-tangent curve to the left, having a

radius of 613.28 feet and a central angle of $07^{\circ}26'55''$; (9) thence Southeasterly along the arc of said curve, a distance of 79.73 feet, said curve having a chord bearing and distance of $S.53^{\circ}38'30''E.$, 79.67 feet, to the point of curvature of a non-tangent curve to the left, having a radius of 566.40 feet and a central angle of $12^{\circ}44'12''$; (10) thence Southeasterly along the arc of said curve, a distance of 125.91 feet, said curve having a chord bearing and distance of $S.64^{\circ}30'22''E.$, 125.65 feet, to the point of curvature of a non-tangent curve to the left, having a radius of 546.49 feet and a central angle of $17^{\circ}31'34''$; (11) thence Easterly along the arc of said curve, a distance of 167.16 feet, said curve having a chord bearing and distance of $S.79^{\circ}35'01''E.$, 166.51 feet, to a point on the west right-of-way line of West Villages Parkway (variable width right-of-way) as recorded in Official Records Instrument Number 2010135760 of said Public Records; the following six (6) calls are along said west right-of-way line: (1) thence $S.00^{\circ}30'25''W.$, a distance of 35.66 feet; (2) thence $N.85^{\circ}55'11''W.$, a distance of 40.43 feet; (3) hence $S.04^{\circ}20'24''W.$, a distance of 21.35 feet; (4) thence $S.85^{\circ}39'36''E.$, a distance of 25.83 feet to a point of curvature of a curve to the right having a radius of 30.00 feet and a central angle of $86^{\circ}10'01''$; (5) thence Southeasterly along the arc of said curve, a distance of 45.12 feet, to the point of tangency of said curve; (6) thence $S.00^{\circ}30'25''W.$, a distance of 66.39 feet to the point of curvature of a non-tangent curve to the right, having a radius of 804.94 feet and a central angle of $20^{\circ}52'58''$; (7) thence Southerly along the arc of said curve, a distance of 293.38 feet, said curve having a chord bearing and distance of $S.11^{\circ}00'03''W.$, 291.76 feet, to the point of curvature of a reverse curve to the left having a radius of 1,221.36 feet and a central angle of $18^{\circ}39'03''$; (8) thence Southerly along the arc of said curve, a distance of 397.57 feet, to the end of said curve; (9) thence $S.00^{\circ}44'16''W.$ along a line non-tangent to said curve, a distance of 9.72 feet; the following two (2) calls are along the west right-of-way line of said West Villages Parkway per Official Records Instrument Number 2019011093 of said Public Records: (1) thence $S.14^{\circ}31'49''W.$, a distance of 54.36 feet; (2) thence $S.00^{\circ}30'33''W.$, a distance of 176.46 feet to the point of curvature of a curve to the right, having a radius of 25.00 feet and a central angle of $90^{\circ}00'01''$; the following four (4) calls are along the north right-of-way line of Playmore Road (variable width right-of-way) per said Official Records Instrument Number 2019011093: (1) thence Southwesterly along the arc of said curve, a distance of 39.27 feet, to the point of tangency of said curve; (2) thence $N.89^{\circ}29'27''W.$, a distance of 295.43 feet to the point of curvature of a non-tangent curve to the left, having a radius of 759.00 feet and a central angle of $41^{\circ}12'44''$; (3) thence Westerly along the arc of said curve, a distance of 545.94 feet, said curve having a chord bearing and distance of $S.69^{\circ}54'14''W.$, 534.25 feet, to the point of curvature of a reverse curve to the right having a radius of 631.00 feet and a central angle of $42^{\circ}42'08''$; (4) thence Westerly along the arc of said curve, a distance of 470.28 feet, to the point of tangency of said curve; the following three (3) calls are along the north line of said Playmore Road per Official Records Instrument Number 2007188871 of said Public Records: (1) thence $N.88^{\circ}00'00''W.$, a distance of 949.71 feet to a point of curvature of a curve to the right having a radius of 1,082.00 feet and a central angle of $37^{\circ}00'06''$; (2) thence Westerly along the arc of said curve, a distance of 698.76 feet, to the point of curvature of a reverse curve to the left having a radius of 1,210.00 feet and a central angle of $23^{\circ}17'32''$; (3) thence

Northwesterly along the arc of said curve, a distance of 491.90 feet, to the point of tangency of said curve; thence continue Westerly along said curve and along the north line of said Playmore Road per Official Records Instrument Number 2013134805 of said Public Records, having a radius of 1,210.00 feet and a central angle of $12^{\circ}41'08''$, a distance of 267.90 feet, to a point on the east boundary line of Islandwalk at West Villages, Phase 5 recorded in Plat Book 51, Page 190 of said Public Records, also being the point of curvature of a non-tangent curve to the right, having a radius of 2,999.79 feet and a central angle of $01^{\circ}46'15''$; thence Northerly along the arc of said curve and along said east boundary line, a distance of 92.71 feet, said curve having a chord bearing and distance of $N.17^{\circ}10'20''E.$, 92.70 feet, to the end of said curve; the following two (2) calls are along the north boundary line of said Islandwalk at West Villages, Phase 5: (1) thence $N.89^{\circ}05'35''W.$, a distance of 1,251.87 feet; (2) thence $S.89^{\circ}54'47''W.$, a distance of 259.05 feet; thence $N.00^{\circ}14'53''E.$ along the east boundary line of Islandwalk at the West Villages, Phase 1C recorded in Plat Book 47, Page 22 of said Public Records and Islandwalk at the West Villages, Phase 1B recorded in Plat Book 46, Page 10 of said Public Records and Islandwalk at the West Villages, Phase 1B recorded in Plat Book 45, Page 37 of said Public Records, a distance of 3,303.16 feet; thence $N.90^{\circ}00'00''E.$, a distance of 116.11 feet to a point of curvature of a curve to the left having a radius of 35.00 feet and a central angle of $139^{\circ}53'27''$; thence Northerly along the arc of said curve, a distance of 85.45 feet, to the point of tangency of said curve; thence $N.49^{\circ}53'27''W.$, a distance of 19.50 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of $77^{\circ}28'57''$; thence Northerly along the arc of said curve, a distance of 33.81 feet, to the point of tangency of said curve; thence $N.27^{\circ}35'30''E.$, a distance of 53.06 feet; thence $N.05^{\circ}05'22''E.$, a distance of 60.44 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of $25^{\circ}39'07''$; thence Northerly along the arc of said curve, a distance of 11.19 feet, to the point of tangency of said curve; thence $N.30^{\circ}44'29''E.$, a distance of 87.96 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of $59^{\circ}09'26''$; thence Northeasterly along the arc of said curve, a distance of 25.81 feet, to the point of tangency of said curve; thence $N.89^{\circ}53'54''E.$, a distance of 70.35 feet; thence $N.51^{\circ}24'06''E.$, a distance of 139.73 feet to a point on the westerly right-of-way line of Preto Boulevard (variable width right-of-way) per Official Records Instrument Number 2020005361 of said Public Records, also being the point of curvature of a non-tangent curve to the right, having a radius of 630.00 feet and a central angle of $05^{\circ}43'51''$; the following seven (7) calls are along said westerly right-of-way line of Preto Boulevard: (1) thence Southeasterly along the arc of said curve, a distance of 63.01 feet, said curve having a chord bearing and distance of $S.50^{\circ}43'55''E.$, 62.99 feet, to the point of tangency of said curve; (2) thence $S.47^{\circ}52'00''E.$, a distance of 684.51 feet to a point of curvature of a curve to the right having a radius of 630.00 feet and a central angle of $20^{\circ}21'07''$; (3) thence Southeasterly along the arc of said curve, a distance of 223.78 feet, to the point of curvature of a reverse curve to the left having a radius of 760.00 feet and a central angle of $28^{\circ}53'12''$; (4) thence Southeasterly along the arc of said curve, a distance of 383.17 feet, to the point of tangency of said curve; (5) thence $S.56^{\circ}24'04''E.$, a distance of 787.81 feet to a point of curvature of a curve to the right having a

radius of 470.00 feet and a central angle of $60^{\circ}32'51''$; (6) thence Southeasterly along the arc of said curve, a distance of 496.68 feet, to the point of tangency of said curve; (7) thence $S.04^{\circ}08'47''W.$, a distance of 765.12 feet; thence $S.85^{\circ}51'13''E.$, a distance of 130.00 feet to the POINT OF BEGINNING.

Containing 13,949,733 square feet or 320.2418 acres, more or less.

**PETITION TO WEST VILLAGES IMPROVEMENT DISTRICT
FOR FORMATION OF A UNIT OF DEVELOPMENT**

The undersigned (the "Landowner") hereby requests that the West Villages Improvement District (the "District") establish and/or designate a "Unit of Development" in accordance with Section 11 of Chapter 2004-456, *Laws of Florida*, as amended (the "Special Act") for the hereinafter described real property. In furtherance thereof, the Landowner acknowledges and affirms as follows:

1. The Landowner is the fee simple owner of at least fifty-one percent (51%) of the real property described in the attached **Exhibit A** (the "Property").
2. In lieu of the District levying a one-time organizational special assessment tax per acre on the Property pursuant to Section 11(5) of the Special Act, the Landowner has provided a check payable to the District in the amount of Two Thousand Five Hundred Dollars (\$2,500.00). Such amounts shall be utilized by the District for defraying those costs and expenses (including legal, administrative, engineering, and legal advertising) as may be incurred by the District in initiating proceedings for the formation of the requested Unit of Development relative to the Property (hereinafter, "Unit of Development No. 12").
3. The Landowner is aware that this Petition will be subject to a public hearing, public comment and consideration by the District's Board of Supervisors (the "Board").
4. The Landowner acknowledges that that the District's creation of the requested Unit of Development No. 12 shall be subject to the provisions of the Special Act.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Landowner has executed this Petition this 10 day of December 2024.

WITNESS:

MAIN STREET RANGLANDS, LLLP, a Florida limited liability limited partnership

Amy Arsenault
Amy Arsenault
Witness (Print Name)

By: Steven C. Lewis
Name: Steven C. Lewis
Its: Vice President

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of December 2024, by Steven C. Lewis, as Vice President of Main Street Ranchlands, LLLP, a Florida limited liability limited partnership, for and on behalf of said entity. He/She ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:



MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

Maria Coppinger
Signature of Notary Public
Maria Coppinger
Printed Name of Notary Public

**BOND FINANCING TEAM FUNDING AGREEMENT
(UNIT OF DEVELOPMENT NO. 12 SERIES 2025 BONDS)**

This **Bond Financing Team Funding Agreement** (the “**Agreement**”) is made and entered into this 12th day of December 2024, by and between:

WEST VILLAGES IMPROVEMENT DISTRICT, a local unit of special-purpose government located in the City of North Port, Florida and unincorporated Sarasota County, Florida (the “**District**”); and

MAIN STREET RANCLANDS, LLLP, a Florida limited liability limited partnership and a landowner of certain real property located within the District with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “**Landowner**”).

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 for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure (the “**Special Act**”); and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of capital improvements, facilities, and services to benefit certain of the lands within the District known as the “West Villages Improvement District Unit of Development No. 12” (hereinafter referred to as “**Unit No. 12**”); and

WHEREAS, the District and the Landowner desire to enter into this Agreement to provide funds to enable the District to commence its financing program relative to Unit No. 12.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. Landowner agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness relative to the development of Unit No. 12 (the “**Financing**”).

A. Landowner agrees to provide to the District any such monies for the Financing upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor

and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Landowner and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Manager, Bond Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Landowner pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Landowner pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking or pursuing the Financing in accordance with Florida Law. The District agrees to use good faith best efforts to proceed with the Financing in an expeditious manner.

D. The District agrees to provide to Landowner, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Landowner. The District agrees to provide to Landowner, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

E. Landowner agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

F. In the event that Landowner fails to provide any such funds pursuant to this Agreement, the Landowner and the District agree the work may be halted until such time as sufficient funds are provided by Landowner to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. Landowner and District agree that Landowner may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Landowner is contingent upon Landowner's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Landowner and the District agree that the District may terminate this Agreement due to a failure of Landowner to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Landowner; provided, however, that the Landowner shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by Landowner pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements relative to Unit No. 12, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects relative to Unit No. 12, the

District shall reimburse Landowner in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or debt service assessments.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. AMENDMENTS. 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.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. NOTICES. All notices, requests, consents and other communications hereunder ("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 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

B. If to Landowner: Main Street Ranchlands LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. 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.

10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESSES:

MAIN STREET RANCLANDS, LLLP,
a Florida limited liability limited partnership

Print Name: _____

By: _____
Its: _____

WEST VILLAGES IMPROVEMENT DISTRICT
NOTICE OF BOARD MEETING AND ATTORNEY-CLIENT SESSION

Notice is hereby given that the West Villages Improvement District (District) Board of Supervisors (Board) will conduct the following attorney-client session at its special board meeting:

Attorney-Client Session

December 12, 2024, at 10:00 a.m.

4970 City Hall Boulevard

North Port, Florida 34286

The attorney-client session, which is closed to the public, is being held pursuant to Section 286.011(8), Florida Statutes, to discuss settlement negotiations or strategy related to litigation expenditures concerning the ongoing litigation entitled Gran Paradiso Property Owners Association, Inc. v. West Villages Improvement District, Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, Case No. 2022-CA-005368-SC. The following persons are anticipated to be in attendance at the attorney-client session: John Luczynski, Christine Masney, Thomas Buckley, John Meisel, Steve Lewis, Lindsay Whelan, Joe Brown and a court reporter. The attorney-client session is expected to last approximately thirty minutes.

The regular board meeting begins at 10:00 a.m. on the same date and at the same location and will continue after the attorney-client session for the purpose of considering any business of the District. The board meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. A copy of the agenda for the meeting may be obtained from the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida, 33410, Phone: (941) 244-2703.

The board meeting may be continued to a date, time, and place approved by the Board on the record without additional publication of notice. 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 this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing by contacting the District Manager at (813) 344-4844. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

West Villages Improvement District

William Crosley, District Manager

www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 12/03/24#10803169



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

November 04, 2024

Lennar Homes, LLC
Attn: Darin McMurray
10481 Six Mile Cypress / Ben C. Pratt Parkway
Fort Myers, FL 33966

Subject: Request For Wetland Mitigation Reporting Data
Permit No: 43028393.011
Project Name: Gran Paradiso, Phase 4A

Dear Permittee,

A condition of your permit requires that you submit wetland mitigation monitoring data to the District. This letter was generated as a result of possible deviations from the submittal schedule identified within your permit conditions. The type of data required may include environmental monitoring reports for wetland mitigation, water level monitoring, etc. Refer to the conditions of your permit for the specific requirements. Please note that in certain cases, some parameters of the reporting data must be approved by the District prior to implementation of the monitoring program.

Reporting information must be submitted to the District within thirty (30) days of this letter date. Please direct all correspondence to the Sarasota Service Office.

Please notify us if you have already complied with this requirement so we can update our records. If you have questions, please contact the Sarasota Service Office at (941) 377-3722 or (800) 320-3503(FL only).

Sincerely,

cc: File of Record

outlined success. The next monitoring report is due to SWFWMD by December 1, 2024, however ECT is not under contract to conduct the monitoring for this past year.

Correspondence with SWFWMD on July 16, 2024 (Appendix A) in response to the sixth annual monitoring report agree the mitigation areas have not reached success and states that monitoring and continued maintenance efforts are still necessary to successfully release the mitigation bond. The permit does allow for corrective actions for any portions of the wetland mitigation areas that fail to meet Wetland Mitigation Success Criteria Conditions. We recommend a formal letter to SWFWMD to request additional time to develop a corrective action plan. The option could be a combination of existing onsite mitigation in combination with the purchase mitigation credits could be offered to replace the failed forested component of the mitigation. The project is located within the Braden River Mitigation Bank, managed by SMR, or the Manatee Mitigation Bank, managed by TerraBlue Environmental. Both mitigation banks offer freshwater, forest mitigation credits.

Gran Paradiso

Ian Vincent and Associates has completed a recent mitigation monitoring report in August 2024 (Appendix B) for West Villages Improvement District for Gran Paradiso in accordance with the mitigation requirements outlined in the SWFWMD ERP Permit Nos. 49028393.001 and 43028393.011. Mitigation requirements for the project are 4.81 acres of wetlands were created/restored, and 1.26 acres of wetland enhancement within Mitigation Areas R-1, R-2, and R-3.

The initial restoration, grading and planting of the mitigation areas were conducted in Spring 2008 and replanted in November 2008 within Mitigation Areas R-2 and R-3. Time-Zero Monitoring Report for R-2 and R-3 was conducted in November 2008. The wetland enhancement for the third mitigation area, R-1 was completed during the spring of 2016. Time-Zero Monitoring Report for R-1 was submitted in June 2016.

Mitigation Success Requirements

Mitigation success criteria is outlined in Specific Conditions 3 and 6 of the SWFWMD Permit. Wetland Mitigation Areas R-1(Herbaceous), R-2 (Shrub) & R-3 (Herbaceous) will be considered successful and released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one (1) year without intervention in the form of irrigation or the addition or removal of vegetation:

Mitigation Area R-1:

- A. The mitigation area can reasonably be expected to develop into a freshwater marsh (FLUCCS 641) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).
- B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a".
- C. Planted or recruited herbaceous or shrub species (or plant species provided the same function) shall meet the criteria specified:

Zone A

Percent cover: 80%

Species: *Spartina bakeri* and *Cephalanthus occidentalis*

Zone B

Percent cover: 80%

Species: *Panicum hemitomon*, *Eleocharis interstincta* and *Juncus effusus*

- D. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a".
- E. Coverage by nuisance or exotic species does not exceed 10% at any area within the mitigation site and 10% of the entire mitigation site.
- F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

Mitigation Area R-2:

- A. The mitigation area can be reasonably expected to develop into a Palustrine persistent scrub-shrub semi-permanently to seasonal flooded wetlands as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
- B. Topography, water depth and water level fluctuations in the restoration area are characteristic of the wetland/surface water type specified in criterion "a".
- C. The dominate and subdominant species of desirable wetland plants comprising each vegetation zone and stratus shall be as follows:

Zone A

Groundcover 85%

Dominate Species: *Spartina bakeri*

Subdominant Species: Any desirable wetland species as listed in 62-340.450, F.A.C.

Subcanopy 85%

Dominate Species: *Cephalanthus occidentalis*

Subdominant Species: *Cornus foemina*

- D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "a".
- E. Coverage of nuisance and exotic species does not exceed 5%.
- F. Coverage of upland vegetation does not exceed 15% during the wet season (June through September).
- G. The wetland restoration area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

Mitigation Area R-3:

- A. The mitigation area can be reasonably expected to develop into a Palustrine emergent wetland as determined by the USFWA Classification of Wetlands and Deepwater Habitats of the United States.
- B. Topography, water depth and water level fluctuations in the restoration area are characteristic of the wetland/surface water type specified in criterion "a".
- C. The dominate and subdominant species of desirable wetland plants comprising each vegetation zone and stratus shall be as follows:

Zone A

Groundcover 85%
Dominate Species: *Spartina bakeri*
Subdominant Species: *Cephalanthus occidentalis*

Zone B
Groundcover 85%
Dominate Species: *Panicum hemitomon* and/or *Eleocharis interstincta*
Subdominant Species: *Scirpus californicus* and/or *Sagittaria* spp.

- D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "a".
- E. Coverage of nuisance and exotic species does not exceed 5%.
- F. Coverage of upland vegetation does not exceed 15% during the wet season (June through September).
- G. The wetland restoration area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

Success criteria for this site occurs when the monitoring and reporting requirements are met for a period of one year. During review of the methodology of previous monitoring reports it seems that no maintenance and plantings have been done in between report due dates.

2024 Monitoring Results

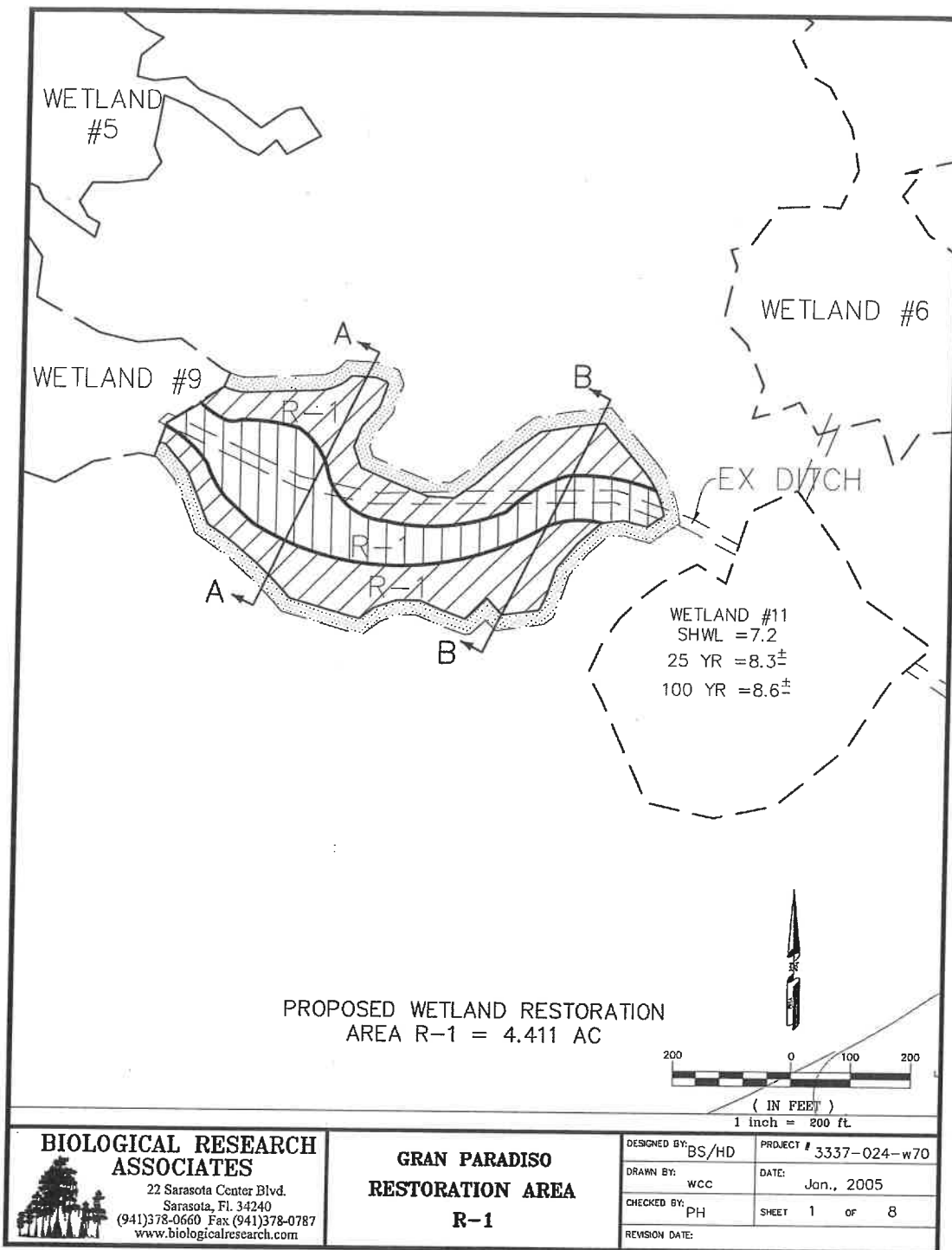
Based on the most recent monitoring report, nuisance/exotic cover in R-1 is at 35-40% of torpedo grass which exceeds 5% success criteria. For R-2, the desired native species in the shrub layer is not covering more than 85% coverage and nuisance/ exotic coverage in the herbaceous strata is at 35%, dominated by torpedo grass. Similarly, R-3 nuisance/ exotic coverage in the herbaceous strata is at 20%, dominated by torpedo grass. Therefore, nuisance/ exotic coverage by torpedo and some upland species are predominant through the mitigation areas.

Maintenance schedule is unknown at this time. The next scheduled monitoring report is set to be due in August of 2025.

It is suggested that during the next monitoring period maintenance and plantings should be done to remove invasive species and plant wanted vegetation to move towards success. If within this time period, the mitigation areas are not moving towards success it will be recommended that mitigation credits be purchased.

Summary

Overall, the areas have struggled with nuisance/exotic vegetation coverage over the past several years. In an effort to come into compliance and moving towards success, intensive maintenance, perhaps starting bi-monthly, of the mitigation areas are recommended. Any areas devoid of vegetation should then be replanted to increase native vegetation coverage. These efforts should allow for the mitigation areas to move towards success and potential sign off from further monitoring efforts and bonding release.



MITIGATION COST ESTIMATE

Wetland Grading

Clearing:	4.41 acres X \$400/acre	\$1,764
Earthmoving:	14,000 cy X \$1.00/cy	\$14,000

Wetland Planting

22,520 plants X \$0.71/plant	\$15,989
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Wetland Monitoring and Maintenance

Monitoring (5 years): 1 time zero + 5 annual X \$2,100/report	\$12,600
Maintenance: 4.41 acres X \$200/acre/year X 5 years	\$4,410

Total \$48,763