



**WEST VILLAGES
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT
SARASOTA COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING'S
FEBRUARY 13, 2025
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 & PUBLIC HEARING’S
February 13, 2025
10:00 a.m.

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NOTICE OF BOARD MEETING

WEST VILLAGES IMPROVEMENT DISTRICT

Notice is hereby given that the Board of Supervisors (Board) of the West Villages Improvement District (District) will hold a Board Meeting (Meeting) on February 13, 2025, at 10:00 A.M. via telephone communication and in the Chambers Room of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for improvement districts. A copy of the agenda and information on how to access the telephone communication information for this meeting may be obtained by accessing the Districts website at www.westvillagesid.org or by contacting the office of the District Manager, Special District Services, Inc., located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410, (941) 244-2805, during normal business hours. This Meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Note that the telephone communication is being provided by the District as a courtesy to members of the public who desire to listen to the meeting remotely, but attendees utilizing this telephone communication will not be able to participate in the public hearing or meeting. Any person utilizing the telephone communication platform desiring to provide public comments at such public hearing and/or meeting must attend in person. There may be occasions when one or more Supervisors will participate by telephone. At the above location will be present a speaker telephone so that any interested person can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this Meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at 941-244-2805. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager.

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

William Crosley, District Manager

West Villages Improvement District

WEST VILLAGES IMPROVEMENT DISTRICT

www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 02/04/25

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

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

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

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

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

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

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

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

**WEST VILLAGES IMPROVEMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JANUARY 9, 2025**

A. CALL TO ORDER

The January 9, 2025, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 10:04 a.m. in the Chambers Room of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed the notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on December 31, 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	Absent
Supervisor	Tom Buckley	Present in person
Supervisor	Christine Masney	Present in person
Supervisor	John Meisel	Present via phone

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

Also present were City of North Port Mayor, Phil Stokes; and Special District Services’ Methodology Consultant, Andrew Karmeris. The public sign in sheet is attached to these minutes.

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

Victor Dobrin commented on the berm along US 41 where road improvements were taking place and recently some vegetation was removed. He felt there was a change in the noise level and mentioned he had been in contact with the State legislature and the Florida Department of Transportation. Chairman Luczynski commented that the project engineer of the US 41 roadway improvements confirmed that the work being done was done in accordance with the plans. A few trees, mostly invasive Brazilian peppers, were removed and significantly more plants were installed than were removed and part of the project was to reduce the speed limit from 55 MPH to 35 MPH, which should reduce roadway traffic noise.

Pam Kantola thanked District Board Supervisor John Meisel for his unwavering support of the residents of Wellen Park and commented unfavorably regarding a letter from Wellen Park President Rick Severance which was sent to the residents of Gran Paradiso.

Len Kantola also thanked Board Supervisor John Meisel, indicating that he was an outstanding resident of the community and appreciated Mr. Meisel. He further commented on ongoing litigation between the Gran Paradiso Property Owners Association (GPPOA) and the District, the cancellation of the current maintenance agreement between the District and the GPPOA, and control of the Gran Paradiso community entrance gates.

Louise Elleo commented that she felt the District should not continue to defend itself in the irrigation litigation with the GPPOA.

Steve Glunt commented on the GPPOA/WVID maintenance agreement and the community entrance gates and asked that everyone sit down and discuss matters without inserting their feelings into the conversation and further expressed his concerns about the possibility of the removal of the Gran Paradiso entrance gates.

Rich Bando commented that he was a former GPPOA access privacy committee chair in regard to the front and rear gate access to the Gran Paradiso community, and that both entities were included when the WVID gate operations policy for the Gran Paradiso community was drafted and noted that there were protocols that are required to be followed for public entry.

F. APPROVAL OF MINUTES

1. December 12, 2024, Regular Board Meeting

The minutes of the December 12, 2024, Regular Board Meeting were presented for consideration.

A MOTION was made by Supervisor Buckley, seconded by Supervisor Masney and passed unanimously approving the minutes of the December 12, 2024, Regular Board Meeting, as presented.

G. GENERAL DISTRICT MATTERS

There were no General District Matters to come before the Board at this time.

H. UNIT OF DEVELOPMENT NO. 1

There were no matters regarding Unit of Development No. 1 to come before the Board at this time.

I. UNIT OF DEVELOPMENT NO. 3

1. Discussion Regarding Potential Landscaping Enhancement for Noise Mitigation between U.S. 41 and Gran Paradiso

Chairman Luczynski stated that this topic was previously discussed under public comment but further noted that the District does not plan to install plant material on the FDOT right-of-way.

2. Discussion Regarding GP Maintenance Matters

Mr. Crosley explained the maintenance agreement signed in 2008 and amended, between the WVID and the GPPOA, particularly that the District owns real property and public improvements for the benefit of Unit 3 located within Gran Paradiso, all of which would be typically maintained by the District at its standard level of maintenance. The GPPOA determined it would prefer to maintain the District public improvements at a level of service equal to or greater than the District typically would provide. The agreement provides that the GPPOA is solely responsible for all expenses, costs and liabilities that are associated with or arise out of their provision of those maintenance services for the public improvements.

Mr. Crosley further explained, for the benefit of the members of the public in attendance, that the maintenance costs for these improvements are paid for by the residents of Gran Paradiso either via the Sarasota County tax bill (i.e. via assessments levied by the WVID) or by fees paid to the HOA (i.e. via GPPOA fees). District staff was looking to get feedback from the GPPOA as to whether the GPPOA was interested in continuing to manage the maintenance of the District's improvements, at a level that the District considered to be an acceptable maintenance level. There was a lengthy discussion regarding the maintenance of the District lands which includes wetland and preserve maintenance.

3. Discussion Regarding Correspondence Sent to Gran Paradiso POA Regarding Access by West Villages Improvement District Staff and Members of the Public

Staff provided a history of this discussion item, specifically that the District sent a letter to the GPPOA on October 11, 2024, regarding access at the entrance to the Gran Paradiso community by District staff and members of the public. The letter provided that conditioning and restricting public access to roads owned by the District and funded with tax exempt bonds could jeopardize the tax-exempt status of the bonds which are secured by assessments on the residential units within Gran Paradiso. In the event that were to happen, the debt assessments paid by unit owners within Gran Paradiso would dramatically increase, which is something the District does not desire and neither should the GPPOA. The letter also described that if access was restricted to the public roadways, it may leave the District with no choice but to permanently remove the gates. The letter called for the GPPOA to cease and desist conditioning and restricting access to representatives of the District staff, and any members of the public at the entry gates and requested that GPPOA oversee its access control vendor to ensure that it is adopting and following standard post orders which do not condition or restrict public access.

Chairman Luczynski stated that the reason that this item was on the agenda is because, and after the October 11, 2024, letter was sent, after the December 12, 2024, WVID Board meeting he visited the entrance gate to Gran Paradiso, specifically without identifying himself, and stated that he wanted to drive the community. He was told that the roads inside Gran Paradiso were private and only available to the public on Sundays between 12 and 4. However, the roadways located within the Gran Paradiso community named Renaissance Boulevard, Prestigio Boulevard, and Galleria Boulevard are public roads owned by the District and so public access to those roads cannot be restricted at any time. Restricted access could also jeopardize any potential hurricane-related reimbursement from FEMA. Chairman Luczynski stated that resolving this issue is fully within the GPPOA's hands, and if the existing gate policy is followed, the gates will remain intact at the District's gatehouse.

Chairman Luczynski asked Mr. Dobrin, the President of the GPPOA, if he understood the importance of not restricting public access to Gran Paradiso at the entrance gate and whether he would ensure that public access was afforded into Gran Paradiso. Mr. Dobrin declined to provide an answer to Chairman Luczynski's inquiry.

Supervisor Meisel asked if all the District bonds were tax exempt. Ms. Whelan stated that the only taxable bonds issued within the District relate to the stadium project.

Supervisor Meisel asked why the gates for every other development within the District were not open to the public.

Ms. Whelan responded that, unlike Gran Paradiso, the remainder of the developments within the District that have utilized bonds to finance public improvements did not finance roadway or gate/guardhouse improvements. As a result, those developments are allowed to utilize hard gates. She stated that Gran Paradiso is a different situation than the remainder of the communities in the District.

Supervisor Meisel asked if there was any way to bifurcate those bonds where the GPPOA could then secure their own funding for the roadways and gatehouse and eliminate this as an issue. Chairman Luczynski stated that it could be an option, and the GPPOA should look into that with their legal counsel.

J. UNIT OF DEVELOPMENT NO. 11

1. Public Hearing

a. Proof of Publication

Proof of publication was presented which showed the notice of the Public Hearing had been published in the *Sarasota Herald-Tribune* on December 26, 2024, and January 2, 2025, as legally required.

b. Receive Public Comment on Establishment of Unit of Development No. 11

The Public Hearing regarding the establishment of Unit of Development No. 11 was opened and the Chairman solicited public comments. There was no public comment on the establishment of Unit of Development No. 11, and the Public Hearing was closed.

c. Consider Resolution No 2025-01 – Unit No. 11 Confirmation Resolution

Resolution No. 2025-01 was presented, entitled:

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING AND CONFIRMING THE DESIGNATION OF THE “WEST VILLAGES IMPROVEMENT DISTRICT UNIT OF DEVELOPMENT NO. 11;” PROVIDING FOR THE RECORDING OF A NOTICE REGARDING SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Whelan explained that this resolution confirms the designation of the lands provided in Exhibit A as Unit of Development No. 11.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney adopting Resolution No. 2025-01, as presented. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

2. Consider Preliminary Master Engineer’s Report/Plan of Improvements

Mr. Licari presented the Engineer's Master Plan of Improvements, which consists of approximately 500 acres to be called Boca Royale East and will be made up of approximately 800 single family units that will be constructed in two phases. He indicated that most of the development permits have been obtained, and the cost estimates include all of the public infrastructure necessary for the development.

Ms. Whelan asked Mr. Licari, as District Engineer, if he felt the costs in the report were reasonable. Mr. Licari responded they were, and the cost estimates were based off of current cost estimates in the area.

Supervisor Meisel stated that he compared the cost estimates for prior bonds that were approved, and it appears that they reflect the same percentage for the total bond amount and asked if that was accurate. Mr. Licari responded that the amounts are accurate and that he works with the design engineers for each project to understand the project and anticipated costs and further stated that the costs are similar with the other bonds issued but each budget is different depending on the scope.

Supervisor Meisel commented that Phase 1 was 204 acres, and another phase was 301 for a total of 505 acres and wondered why the earthwork was not 60/40 or heavily in the first phase as opposed to the second. Chairman Luczynski noted that this is normal for construction as a substantial portion of the cost of the earthwork relates to excavation of the ponds, and if you look at the site plan for a project, you will see 2/3 of the lake area (i.e., pond excavation) is in the earlier phases of that development.

Supervisor Meisel asked who would do the excavations. Chairman Luczynski responded that it was a contractor hired by the project developer, in this case Neal Communities. Supervisor Meisel asked who the general contractor was. Chairman Luczynski responded that he was not certain.

Supervisor Meisel asked where the irrigation water for this project would be coming from, and where the water extension from Sarasota County was coming from and whether it was from Boca Royale. Mr. Licari responded that the extension was presently coming from Preto Boulevard south but that was still being evaluated. He further indicated that the District's intention is to provide Boca Royale East with irrigation water and that there are current irrigation lines located near this new Unit of Development.

Supervisor Meisel asked if residents from the current community of Boca Royale would be able to access Boca Royale East and whether it is a continuation of that community. Chairman Luczynski stated affirmatively that it was a continuation of the community from a road network standpoint, but clarified that the District will not provide irrigation water to properties west of the District boundary relative to this project.

Supervisor Meisel asked if residents of Boca Royale would be able to traverse into Boca Royale East to gain access into the WVID boundary. Chairman Luczynski responded ultimately yes, Boca Royale East, if you look at the site plan, shows an access at generally their northeast corner that someday will contemplate a roadway and access where the residents of Boca Royale would be able to go through Boca Royale East and into the WVID boundary similar to how Preto Boulevard will someday extend south for residents wanting to access the Englewood area.

Supervisor Meisel asked if the bond for this project would also be a tax-exempt bond. Ms. Whelan responded affirmatively that the District presently intends to issue tax-exempt bonds.

Supervisor Meisel stated that the engineer's report referenced public roads and entry levels and questioned how it was different from public roadways within Gran Paradiso. Mr. Licari stated that as a general note, there are no public roads interior to the residential development in Unit 11 and that any roadways being funded were more thoroughfare roadways outside of the residential development to provide access.

Chairman Luczynski further clarified that there were public roads within Gran Paradiso (i.e., Renaissance, Prestigio and Galleria) but that inside the gates of the proposed Boca Royale/Boca Royale East project in Unit 11, there are no public roads.

Supervisor Meisel asked if the developer could request the extension of Keyway Road. Chairman Luczynski responded that any request would also require the approval of the District Board in order to take action, and that he felt confident that this Board would not want to have a public roadway within a private community because that creates issues similar to what is occurring in Gran Paradiso. He stated that it is better that, within a community, one entity control those improvements similar to IslandWalk and every other neighborhood within the District. Because of the way Gran Paradiso was set up, and decisions that were made long ago by others not currently affiliated with the District, everyone has learned that those decisions may not have been the best decisions at that time and have ultimately resulted in the challenges experienced today.

Supervisor Meisel stated that Renaissance and Prestigio should be designated by the District as non-public roadways since they are already being funded by Unit 3 which is by the residents of Gran Paradiso, not by the District because the District is not paying anything other than servicing the bond. Chairman Luczynski stated that the practicality of what Mr. Meisel stated made sense but isn't possible in reality since we have to follow the law which states that improvements owned by the District are public. Further, there were bonds issued and certain assurances made to bond purchasers that those are public roads within Gran Paradiso, and his opinion was that if we could get the roads in the hands of the GPPOA he believed the Board would vote 5-0 to approve, but practically it may not be possible which is why we do not want to put ourselves in the position of having public roads within any neighborhoods going forward.

Chairman Luczynski suggested that if the GPPOA can produce a bond payoff plan, then that process can be considered. But, if the GPPOA cannot produce a legal plan to pay off the bonds associated with the construction cost of these improvements before they mature, then in approximately 2038 the District Board can then look into how to legally transfer ownership of those improvements over to the GPPOA. Once a public entity takes property it is not an easy transition to convey it to a private entity but the tax-exempt nature of those bonds makes conveyance more difficult. Supervisor Meisel committed to research the Unit 3 bond documents and to come to the Board in the future with his legal recommendation as to how to proceed with conveying the roadways and guardhouse to the GPPOA.

He further stated that he is upset that the District is issuing \$72 million in bonds to be repaid by future residents in order to develop property that was sold, in his opinion, at a \$52,000 per acre profit which then appreciates the value of the land. Chairman Luczynski responded that the Board is fulfilling its obligations under the District's enabling legislation to provide for the development of the public infrastructure improvements serving the lands within the District, which is the entire purpose for why the District was established. He stated that while he understood that Supervisor Meisel had different ideas of what projects that the Board should be undertaking, in his opinion the Board is just fulfilling its legal obligations.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney approving the Preliminary Master Engineer's Report/Plan of Improvements, in substantial form. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because, and as he stated at the last meeting, he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

3. Consider Preliminary Master Assessment Methodology Report

Mr. Karmeris presented the Unit of Development No. 11 Master Methodology Report with the Board. Ms. Whelan asked Mr. Karmeris if, in his opinion, the assessments were fairly and reasonably allocated to these benefited properties. Mr. Karmeris responded that he did.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney approving the Preliminary Master Assessment Methodology Report for Unit of Development No. 11, in substantial form. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

4. Consider Resolution No. 2025-02 – Declaring Master Assessments

Resolution No. 2025-02 was presented, entitled:

RESOLUTION 2025-02

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT DECLARING SPECIAL ASSESSMENTS RELATIVE TO UNIT OF DEVELOPMENT NO. 11 WITHIN THE DISTRICT; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

Ms. Whelan advised that this resolution declares the District's intent to levy and collect master assessments to fund improvements as described in the Preliminary Master Engineer's Report, and the assessments will be made in proportion to the benefits and allocated in the manner present in the Preliminary Master Assessment Report. By approving this resolution, it starts the assessment process and also approves the Preliminary Master Assessment Methodology Report and the Preliminary Master Engineer's Report plan of improvements, in substantial form. Staff will come back to next month's meeting to hold a public hearing on the imposition of the master assessments where those reports will be considered in final form for adoption.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney adopting Resolution No. 2025-02, as presented. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

5. Consider Resolution No. 2025-03 – Setting a Public Hearing on Master Assessments

Resolution No. 2025-03 was presented, entitled:

RESOLUTION 2025-03

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON FEBRUARY 13, 2025, AT 10:00 A.M. AT THE CHAMBERS OF THE CITY OF NORTH PORT, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286 FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE WEST VILLAGES IMPROVEMENT DISTRICT UNIT OF DEVELOPMENT NO. 11 IN ACCORDANCE WITH CHAPTERS 170 AND 197, FLORIDA STATUTES, AND CHAPTER 2004-456, LAWS OF FLORIDA.

Ms. Whelan explained that this resolution sets a public hearing for February 13, 2025, for the purpose of hearing public comment on imposing special assessments on certain property within the District generally described as the West Villages Improvement District Unit of Development No. 11.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney adopting Resolution No. 2025-03, as presented. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

6. Consider Resolution No. 2025-04 – Bond Validation Resolution

Resolution No. 2025-04 was presented, entitled:

RESOLUTION NO. 2025-04

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$90,000,000 WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 11), IN ONE OR MORE SERIES; APPROVING THE FORM OF A MASTER TRUST

INDENTURE; APPOINTING A TRUSTEE, REGISTRAR AND PAYING AGENT; APPROVING A CAPITAL IMPROVEMENT PROGRAM; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE BONDS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Whelan explained that this resolution authorizes the District to proceed with the validation of not to exceed \$90,000,000 in special assessment bonds and sets the maximum amount of debt that would be issued in subsequent bond issuances. Before any actual debt is issued, the Board will consider supplemental reports that will actually authorize the issuance of a specific amount of debt by resolution.

Chairman Luczynski stated that, typically, those actual bond issuances run about 20 to 25% of total costs that are attributable and anticipated that the amount of debt ultimately to be issued for Unit of Development No. 11 would be approximately \$20 million.

A **MOTION** was made by Ms. Masney, seconded by Mr. Buckley adopting Resolution No. 2025-04, as presented. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

K. UNIT OF DEVELOPMENT NO. 12

1. Public Hearing

a. Proof of Publication

Proof of publication was presented which showed the notice of the Public Hearing had been published in the *Sarasota Herald-Tribune* on December 26, 2024, and January 2, 2025, as legally required.

b. Receive Public Comment on Establishment of Unit No. 12 Confirmation Resolution

The Public Hearing regarding the establishment of Unit of Development No. 12 was opened and the Chairman solicited public comments.

Jim Cranston inquired as to what the name associated with Unit of Development No. 12 would be. Chairman Luczynski stated that the marketing names of the communities are to be determined but believed one of them was going to be Oakbend, with Wellen Park as the project developer, but the actual builders are to be determined.

c. Consider Resolution No. 2025-05 – Unit No. 12 Confirmation Resolution

Resolution No. 2025-05 was presented, entitled:

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING AND

CONFIRMING THE DESIGNATION OF THE “WEST VILLAGES IMPROVEMENT DISTRICT UNIT OF DEVELOPMENT NO. 12;” PROVIDING FOR THE RECORDING OF A NOTICE REGARDING SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Whelan noted that Resolution No. 2025-05 establishes Unit of Development No. 12 based on the legal description in Exhibit A.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney adopting Resolution No. 2025-05, as presented. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

2. Consider Agreement for Underwriter Services Rule G-17 Disclosure with FMS Bonds

Ms. Whelan explained that prior to any bond issuances a separate standalone letter agreement with the District’s underwriter, FMS Bonds, is necessary and she recommended approval of the letter agreement.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney, approving the Letter Agreement for Underwriter Services Rule G-17 Disclosure with FMS Bonds, as presented. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

3. Consider Preliminary Master Engineer’s Report/Plan of Improvements

Mr. Licari presented the Unit of Development No. 12 Master Engineer’s Report/Plan of Improvements. Mr. Whelan asked Mr. Licari could confirm that the cost of the improvements, as identified in the report, were reasonable for the scope contemplated. Mr. Licari responded that they were.

Supervisor Meisel asked if this bond was tax exempt to which Ms. Whelan responded affirmatively that the District presently intends to issue tax-exempt bonds.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney approving the Preliminary Master Engineer’s Report/Plan of Improvements, in substantial form. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement

between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

4. Consider Preliminary Master Assessment Methodology Report

Mr. Karmeris presented the Unit of Development No. 12 Master Methodology Report with the Board. Ms. Whelan asked Mr. Karmeris if, in his opinion, the assessments were fairly and reasonably allocated to those benefited properties in Unit 12, to which Mr. Karmeris responded affirmatively that they were.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney approving the Preliminary Master Assessment Methodology Report, in substantial form. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

5. Consider Resolution No. 2025-06 – Declaring Master Assessments

Resolution No. 2025-06 was presented, entitled:

RESOLUTION 2025-06

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT DECLARING SPECIAL ASSESSMENTS RELATIVE TO UNIT OF DEVELOPMENT NO. 12 WITHIN THE DISTRICT; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

Ms. Whelan stated that this resolution declares the District's intent to levy and collect master assessments to fund improvements as described in the Preliminary Master Engineer's Report, and the assessments will be made in proportion to the benefits and allocated in the manner presented in the Preliminary Master Assessment Report. Approval of this resolution starts the master assessment process, and also approves the Preliminary Master Assessment Methodology Report and the Preliminary Master Engineer's Report/Plan of Improvements, in substantial form. Staff will come back to next month's meeting to hold a public hearing on the imposition of the special assessments where those reports will be considered in final form for adoption.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney adopting Resolution No. 2025-06, as presented. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

6. Consider Resolution No. 2025-07 – Setting a Public Hearing on Master Assessments

Resolution No. 2025-07 was presented, entitled:

RESOLUTION 2025-07

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON FEBRUARY 13, 2025, AT 10:00 A.M. AT THE CHAMBERS OF THE CITY OF NORTH PORT, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286 FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE WEST VILLAGES IMPROVEMENT DISTRICT UNIT OF DEVELOPMENT NO. 12 IN ACCORDANCE WITH CHAPTERS 170 AND 197, FLORIDA STATUTES, AND CHAPTER 2004-456, LAWS OF FLORIDA.

This resolution sets the public hearing for February 13, 2025, for the purpose of hearing public comment on imposing special assessments on certain property within the District generally described as the West Villages Improvement District Unit of Development No. 12.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney adopting Resolution No. 2025-07, as presented. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

7. Consider Resolution No. 2025-08 – Bond Validation Resolution

Resolution No. 2025-08 was presented, entitled:

RESOLUTION NO. 2025-08

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$81,000,000 WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 12), IN ONE OR MORE SERIES; APPROVING THE FORM OF A MASTER TRUST

INDENTURE; APPOINTING A TRUSTEE, REGISTRAR AND PAYING AGENT; APPROVING A CAPITAL IMPROVEMENT PROGRAM; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE BONDS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Whelan advised that this resolution authorizes District staff to proceed with filing a validation complaint in an amount not to exceed \$81,000,000 to fund the capital improvement revenue bonds relative to Unit of Development No. 12.

A **MOTION** was made by Mr. Buckley, seconded by Ms. Masney adopting Resolution No. 2025-08, as presented. Upon being put to a vote, the **MOTION** carried 3 to 1 with Mr. Meisel dissenting.

Supervisor Meisel indicated that the reason he voted against this item was because he did not believe that the District Board should approve any public infrastructure construction bonds until the master developer was willing to resolve the irrigation litigation and specifically agree to terminate the water supply agreement between the District and the master developer, including foregoing the well availability fees due to the master developer pursuant to that agreement.

L. ATTORNEY-CLIENT SESSION RELATIVE TO LITIGATION

Ms. Whelan indicated that an attorney-client session was not necessary at this time.

M. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Licari reported that the construction on Playmore Road was underway and on schedule. Intersection improvements at West Villages Parkway and Playmore will begin after the spring training season has ended. Chairman Luczynski asked if staff would be bringing a cost share agreement for the Board to consider regarding this joint project. Mr. Licari responded that they would.

Ms. Whelan responded that, since the underlying project had already been approved, she recommended proceeding with having the funding agreement executed and brought back to the Board for ratification so it does not slow down the project. Chairman Luczynski agreed to proceed in that manner and there was no objection from the Board.

2. District Attorney

Ms. Whelan reported, in regard to the irrigation litigation, that the District was still awaiting an order from the magistrate regarding the District's motion for a summary judgment hearing that was held several months ago, which could come any day. In addition, Lennar has filed a motion to dismiss the irrigation lawsuit relative to their claims on various ground and the Ranch Entities similarly filed a motion for judgment on the pleadings, both of which are in process of being set for hearings.

In addition, the GPPOA issued its first discovery request, against both the District and other third parties who are non-parties to the litigation. The discovery requests are being reviewed, but on its face it looks like there is a lot of patently objectionable requests where the District should object to on the basis of overbreadth, relevance, burden, etc. and which is really meant to, quite frankly, harass and divert attention from the issues actually before the Court. She stated that her litigation colleagues intend to make objections to each of the discovery requests.

Ms. Whelan stated that otherwise, there is no other movement in any of the other litigation cases.

3. District Operations’ Manager

There was nothing from the District Operations Manager to report at this time.

4. District Manager

Mr. Crosley advised that the next meeting was scheduled for February 13, 2025, and wished everyone a happy holiday.

N. BOARD MEMBER COMMENTS

Chairman Luczynski stated that even though Mr. Dobrin did not want to answer a clear “yes” or “no” if he understood the importance of not restricting access by the public at the entrance gate, he wanted to direct the question to Mr. Rich Bando to see if he understood that the GPPOA owns this issue of restricted access by the public, and if no one from the public is told that the roads are private then the GPPOA has 99.9% of this issue resolved. Mr. Bando confirmed that he understood.

O. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 11:50 a.m. on a **MOTION** made by Mr. Buckley, seconded by Ms. Masney and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

WORK AUTHORIZATION #5

February 13, 2025

West Villages Improvement District

Subject: **Work Authorization #5
West Villages Improvement District**

Dear Chairman, Governing Board:

Kimley-Horn & Associates, Inc. (“KH”) is pleased to submit this work authorization to provide project engineering services for the West Villages Improvement District. We will provide these services pursuant to our current agreement dated April 12, 2018 (“Engineering Agreement”) as follows:

I. Scope of Work

West Villages Improvement District will engage the services of KH, as Project Engineer to perform those services as outlined in **Exhibit A** attached to this Work Authorization, and attendance at meetings of the District’s Governing Board as requested by the District.

II. Fees

West Villages Improvement District will compensate KH in the amount set forth in the attached **Exhibit A**, pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse KH all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the West Villages Improvement District and KH with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering KH. We look forward to working with you.

<p>APPROVED AND ACCEPTED</p> <p>By: _____</p> <p>Authorized Representative of West Villages Improvement District</p> <p>Date: February _____, 2025</p>	<p>Sincerely,</p> <p>_____</p> <p>By: _____</p> <p>Kimley-Horn & Associates, Inc.</p>
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EXHIBIT A

**EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements**

**SCOPE OF SERVICES
FOR
INTERSECTION IMPROVEMENTS AT S. RIVER ROAD
AND WINCHESTER BOULEVARD**

Prepared by:
Kimley-Horn and Associates, Inc.
Dated January 23, 2025

Part II - Page 1 of 14

EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements

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3.0	Trail Design, Drainage & Permitting
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9.0	Geotechnical
10.0	County Responsibilities

EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements

1.0 General Overview

This Exhibit describes the scope of work and the responsibilities of the Consultant and the County for the design, permitting, preparation of a completed set of construction contract documents and incidental engineering services, as necessary, and bidding and construction phase post design services for improvements to the transportation facility described herein.

1.1. Project Description

The project consists of developing standalone intersection construction plan to improve the intersection of Winchester Boulevard and River Road to provide the outside southbound travel lane on Winchester Boulevard for a distance of approximately 1300ft. The intent for the project is to improve the intersection and utilize the \$1 million dollars of federal appropriated set aside to expedite the intersection improvement and develop plans that will eliminate the need for intersection improvements with the future Winchester Boulevard widening project. Northbound lanes in the vicinity of the southbound lane widening may also be resurfaced to fully utilize the balance of the remaining budget that was not exhausted with the widening.



EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements

2.0 Project Management:

The Consultant will provide a qualified Project Manager and experienced support staff to administer the professional services described in this Exhibit. Project management services are as follows:

- 2.1. General Meetings:** Consultant will attend Project coordination meetings as defined in the fee sheets, including preparation of meeting agendas, coordination with attendees, and preparation of meeting summaries. The Consultant will distribute copies of the meeting summaries to attendees within 5 working days.
- 2.2. Agency Pre-Application Meetings:** Consultant will schedule and attend pre-submittal meetings with the Southwest Florida Water Management District (SWFWMD) if necessary. Consultant will prepare and distribute copies of the meeting summaries to County and attendees.
- 2.3. Correspondence:** Copies of all written correspondence and records of telephone conversations between the Consultant and any party pertaining specifically to this Project will be included in the Project file that will be prepared and submitted to the County within 5 working days.
- 2.4. Quality Assurance Program:** Services provided by Consultant under this agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 2.5. Contract Maintenance and Electronic Document Management System (EDMS):** Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subcontract agreements, etc. The County provides access to Consultant of the e-Builder Contract Management web-based software.
- 2.6. Schedule:** The Consultant will provide a project schedule for the preliminary design phase of the project. This should include a variety of work items in a logical design sequence. The schedule will be updated through the project bidding and award upon notification of the availability of funding from the County. The Consultant will allow 21 days for County review at each phase submittal.
- 2.7. Project Review Meetings:** County will not require project phase review meetings.
Deliverable: Minutes of the agency presubmittal meeting or other meetings will be distributed to the County along with design progress schedule updates when updates occur, provided in .pdf format. Provide progress report with each invoice submitted in eBuilder.

EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements

3.0 Intersection Design:

The Consultant will analyze and document intersection Design elements in accordance with all applicable manuals, guidelines, standards, handbooks, and procedures.

3.1. Typical Sections & Package: 1 intersection typical section for southbound lane widening along with northbound lane resurfacing within the limits of the project.

3.2. Pavement Design Package: The Consultant will provide an approved Pavement Design Package in accordance with applicable FDOT pavement design manuals prior to the 60% Plan submittal date. It is likely the pavement design section will be similar to Winchester Boulevard widening.

3.3. Horizontal/Vertical Geometry: The Consultant will design the geometrics using the Design Standards that are most appropriate with proper consideration given to the design speed, adjacent land use, design consistency and future road widening.

3.4. Traffic Control Analysis:

3.4.1. The Consultant will design a safe and effective Traffic Control Plan to move bicycle and pedestrian traffic during all phases of the construction project.

3.4.2. The Consultant will investigate the need for temporary traffic signals, temporary lighting, and alternate detour routes. The Traffic Control Plan will be prepared by a certified engineer who has completed training as required by the County.

3.5. Design Report:

3.5.1. The Consultant will prepare all applicable report(s) required by the County.

3.5.2. The Consultant will submit to the County design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

3.5.3. The design notes, data, and computations will be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets will be folded to 8½"x11" size. The data will be entered into e-Builder for submittal to the County.

3.6. Cost Estimate: Cost estimates will be provided at all design submittal phases.

3.7. Specifications and Bidding Documents

The Consultant will prepare project specifications in accordance with FDOT specs on the web process and bidding documents in accordance with Sarasota County bid document development process. The Consultant shall assist the County with a review of contractor qualifications requirements including providing a justification letter on the contractor qualification as well as construction duration and schedule with logic and sequence. Specification and bidding

EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements

documents will be submitted starting at the 90% design phase for County review and be completed at the submittal of Bid Plans.

3.8. Intersection Design Plans:

The Consultant will prepare Roadway, Drainage, Traffic Control, Utility Adjustment plan sheets, notes, and details. The plans will consist of the following sheets necessary to convey the intent and scope of the project for the purposes of construction: Key Sheet, Summary of Pay Items Including Quantity Input, Typical Section Sheets, Typical Section Details, General Notes/Pay Item Notes, Summary of Quantities Sheets, Project Layout, Profile Sheets, Plan Sheets, Special Profiles, Intersection Layout Details, Special Details, Cross Sections, Temporary Traffic Control Plan Sheets, Utility Adjustment Sheets, Selective Clearing and Grubbing Sheet(s), Project Network Control Sheets, Environmental Detail Sheets, Utility Verification Sheet (SUE Data). The intersection Plans will be submitted at 60%, 90%, 100%, and Bid Plans submittals.

3.9. Drainage Analysis:

The Consultant will be responsible for designing a drainage and stormwater management system. All design work will comply with the latest requirements of the appropriate regulatory agencies and the County's Stormwater Manual for Site, Development, Subdivision, and Capital Improvement Projects. All hydraulic modeling and analysis will be done in accordance with Sarasota County Model Maintenance procedures and guidelines for site development, subdivision and capital improvement projects most current edition.

The Design Project is anticipated to fall under the thirty-five (35) acres of area and below the eight (8) acres of impervious threshold not requiring modeling through Sarasota County's process.

- 3.9.1. Drainage Map Hydrology:** The Consultant will create a pre and/or post condition working drainage basin map to be used in defining the system hydrology.
- 3.9.2. Base Clearance Calculations:** The Consultant will analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials.
- 3.9.3. Pond Siting Analysis and Report:** Not required, current stormwater ponds are appropriately sized to accommodate intersection widening.
- 3.9.4. Design of Ditches:** Design roadway conveyance and outfall ditches.
- 3.9.5. Design of Storm Drains:** Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.
- 3.9.6. Drainage Design Documentation Report:** Compile drainage

EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements

design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

3.9.7. Cost Estimate: Prepare cost estimates for the drainage components, except bridges and earthwork for stormwater management and flood compensation sites.

3.10. Drainage Plans:

The Consultant will prepare Drainage plan sheets, notes, and details. The plans will consist of the following sheets necessary to convey the intent and scope of the project for the purposes of construction. Drainage plans will consist of: Drainage Map, Drainage Structure Sheet(s) (Per Structure), Miscellaneous Drainage Detail Sheets, Lateral Ditch Plan/Profile, Lateral Ditch Cross Sections, Retention/Detention Pond Detail Sheet(s), Retention Pond Cross Sections, Erosion Control Plan Sheet(s), and Stormwater Pollution Prevention Plan (SWPPP) Sheet(s). The Drainage Plans will be submitted at 60%, 90%, 100%, and Bid Plans submittals.

3.11. Utility Coordination:

The Consultant will identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO), public and private, ensuring all conflicts that exist between utility facilities and the County's construction project are addressed and that arrangements have been made for utility work to be undertaken. As part of this project work, the Consultant will design minor utility adjustments to avoid conflicts for the UAO. Design of major utility adjustments or relocation will be performed by the UAO or the Consultant under optional utility services. These will require UAO approval and scheduling.

3.12. Environmental Permits, Compliance and Clearances:

This Scope of Services assumes wetland impacts will be de minimus (under 0.5 acres of impact and qualify for an Individual ERP under Chapter 62-330.054, F.A.C. and an Individual Section 404 Dredge and Fill Permit from USACE). Mitigation for wetland impacts is not anticipated if necessary, it would be provided from the County's Regional Offsite Mitigation Area (ROMA) site(s) or from a permitted mitigation bank that services the project area. If these options do not have the appropriate mitigation credits available to compensate for project impacts than services necessary to address mitigation will be provided as Optional Services. These include but are not limited to onsite mitigation, off site mitigation, and cumulative impact analysis for using a permitted mitigation bank outside the service area of the project limits.

The Consultant will prepare and submit for environmental permits associated with the project to obtain a permit mod associated with the

EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements

original submitted permit. SWFWMD previously indicated that they would only require calculations demonstrating that proposed improvements are consistent with the intent of the original permit. Consultant will notify the County Project Manager, and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a County representative to attend. The Consultant will copy in the County Project Manager on all permit related correspondence and meetings.

3.13. Bidding Phase Services:

The Consultant shall provide the following services:

- 3.13.1** The Consultant will prepare a construction duration schedule for use in determining the construction duration for the proposed intersection improvements. The construction duration will be developed using the FDOT's construction production rates and prepared using Microsoft project in chronological construction sequence.
- 3.13.2** The Consultant will prepare a contractor prequalification letter based on the construction services anticipated for the intersection improvement. Letter will be submitted on company letter head identifying the necessary contractor prequalifications to successfully complete construction.
- 3.13.3** The Consultant shall assist the County during the bidding of the Project by promptly responding to the bidder's questions received through Procurement or from the pre-bid meeting, and by preparing addenda, and plan sheet revisions as required. The Consultant shall attend and participate in a pre-bid meeting.
- 3.13.4** The Consultant shall review all bids received, review and verify the bid tabulation prepared by the County, assist the County in identifying the lowest responsible and responsive bidder, and prepare a formal recommendation of award.
- 3.13.5** The Consultant shall provide one (1) set of digitally signed and sealed conformed construction plans (11 "x 17") reflecting any addenda or changes issued as a result of the County's project bidding and award process no later than seven (7) calendar days from project bid opening.
- 3.13.6** The Consultant shall upload a single PDF version of plans in eBuilder as well as one (1) AutoCAD electronic file in a format acceptable to the County.

4.0 Signing and Pavement Markings:

The Consultant will analyze, design, and develop contract documents for signing and marking features associated with the trail and street crossings in accordance with applicable provisions. Consultant will consider various alternatives in preparing the most economical solution for the given conditions.

EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements

5.0 Signalization:

The Consultant will not be required to modify the original signal to account for the proposed lane widening, these services are not included in this scope of work.

6.0 Lighting:

The Consultant will not be required to modify the original lighting to account for the proposed lane widening, these services are not included in this scope of work.

7.0 Post Design Construction Phase Services:

The Consultant will provide post design construction services to support the intersection construction effort during construction. These services will consist of the following responsibilities.

Consultant will provide the construction phase services specifically stated below. It is assumed that construction will be completed in 6 months:

Pre-Construction Conference. Consultant will attend a Pre-Construction Conference before the start of construction.

Site Visits and Construction Observation. Consultant will make visits twice a month to the site to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Construction Meetings. Consultant will attend construction meetings (on site or virtually) bi-weekly bases to respond to contractor questions. It is assumed these meeting will be virtual and will last no more than 2 hours.

EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

Change Orders. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Inspections and Tests. Consultant may require special inspections or tests of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements

EXHIBIT A
SCOPE OF SERVICES
S. River Road and Winchester Boulevard
Intersection Improvements

of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

Substantial Completion. When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Record Drawings. The Consultant will review record drawings prepared by the Contractor's surveyor showing significant changes reported by the Contractor or made to the design by the Consultant. Record drawings are not guaranteed to be as-built but will be based on information made available by the contractor. Consultant will prepare and submit to SWFWMD the transfer to operation form.

8.0 County Responsibilities:

The County will be responsible for all internal Project administration associated with the contract.

Additional Services: At the County's option, the Consultant may be requested to provide additional services. The fee for these services will be negotiated in accordance with the terms detailed in Exhibit C, Fee Schedule, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by transfer of negotiated funds from Additional Services to approved services.

**EXHIBIT B
PROJECT SCHEDULE
S. River Road and Winchester Boulevard
Intersection Improvements**

Description of Milestone (Design Phase)	Calendar Days from P.O. to Milestone Completion	Calendar Days from Start of Construction
S. River Road and Winchester Boulevard Intersection Improvements		
Kickoff Meeting	10	
60% Plans Complete	60	
Permit Document Submittal	70	
90% Plans Complete	95	
100% Plans Complete	135	
Bid Plans Submittal	180	
Construction Phase Services (from Award of Construction)		180

**EXHIBIT C
FEE SCHEDULE
S. River Road and Winchester Boulevard
Intersection Improvements**

S. River Road and Winchester Boulevard Intersection Improvements		
Activity #	Task Name	Fee Amount
2	Project Management	\$ 17,600.00 (LS)
3.1-3.8	Intersection Design & Analysis	\$ 46,500.00 (LS)
3.9-3.12	Drainage & Environmental Design & Permitting	\$ 12,500.00 (LS)
3.11	Utility Coordination	\$ 3,500.00 (LS)
3.13	Bidding Phase Services	\$ 6,000.00 (LS)
4	Signing and Marking Design	\$ 6,000.00 (LS)
7	Post Design Construction Services	\$ 20,700.00 (T&M)
Total (Kimley-Horn and Associates, Inc.)		\$ 110,500.00
S. River Road and Winchester Boulevard Intersection Improvements		
Total Contract		Fee Amount (T&M)
	Additional Services (As Authorized by the Client/County)	\$ 25,000.00 (T&M)
Total Contract Amount		\$ 135,500.00

Invoices for lump sum line items shall be invoiced based upon percentage completion on a monthly basis. The lump sum services shall not include any hourly rates.

ACCEPTED BY:
West Villages Improvement District

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
(Signature)

John Luczynski, SR., Vice President
(Print Name and Title)

(Date)

By: 
(Signature)

Gary J. Nadeau, P.E., Sr. Vice President
(Print Name and Title)

January 23, 2025
(Date)

**EXHIBIT D
PROJECT KEY PERSONNEL
S. River Road and Winchester Boulevard
Intersection Improvements**

Classification	Personnel Name
Project Manager	Gary J. Nadeau, P.E.
Senior Engineer	Bob Joel, P.E.
Senior Project Engineer	Jordan E. Leep, P.E., PMP Ashley Miele, P.E. Molly Williams, P.E.
Project Engineer	Victor Gallo, P.E. Chris Schooley, P.E.
Engineer	Phil Reid, P.E. Nicole Heck, P.E. Erin Swider, P.E.
Engineering Intern	Joshua Wassermann, E.I. Antonio Alicea, E.I.
Environmental	Sarah Johnson, M.S. Ronnie VanFleet, M.S.
Chief Designer	Steven Hartl

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND
WELLEN PARK CONSTRUCTION, LLLP REGARDING
DESIGN AND CONSTRUCTION SERVICES FOR PLAYMORE ROAD ROADWAY
IMPROVEMENTS**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 13th day of February, 2025 by and between:

WEST VILLAGES IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”); and

WELLEN PARK CONSTRUCTION, LLLP, a Florida limited liability limited partnership, whose mailing address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (hereinafter, the “**Developer**,” and together with District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “**Act**”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure and providing certain public services; and

WHEREAS, the District presently owns, operates, and/or maintains various roadways known as Playmore Road and West Villages Parkway within its “District Proper” and “Unit of Development No. 1” upon which it desires to construct and/or install certain roadway improvements as more particularly described as “Schedule A” in **Exhibit A** attached hereto (the “**District Improvements**”); and

WHEREAS, the Developer has a need to construct certain turn lane and entrance improvements relative to its Oakbend project located adjacent to the District Roadways as more particularly described as “Schedule B” in **Exhibit A** attached hereto (the “**Developer Improvements**,” and together with the District Improvements, the “**Project**”); and

WHEREAS, due to time and cost efficiencies, and the Developer intends to oversee and manage the construction of the District Improvements in conjunction with its construction of the Developer Improvements (collectively, the “**Construction Services**”) which is in the best interests of the District, and its residents and landowners; and

WHEREAS, in furtherance thereof, at its February 13, 2025 meeting, the District’s Board of Supervisors approved the revised Work Authorization 2025-2 with Dewberry Engineering, Inc., attached hereto as **Exhibit B**, which contemplates certain design services relative to the construction of the Project (collectively, the “**Design Services**”); and

WHEREAS, the Parties accordingly have a need to enter into this Agreement to set forth the rights, duties, and obligations of the Parties with respect with the provision of the Design Services and the Construction Services, and the corresponding reimbursement of costs thereof in proportion to each Party's allocation of the costs thereof; and

WHEREAS, the Parties accordingly desire to enter into this Agreement to set forth the terms thereof.

NOW, THEREFORE, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties hereto, the Parties agree as follows:

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

2. PROVISION OF THE DESIGN SERVICES AND THE CONSTRUCTION SERVICES; REIMBURSEMENT OBLIGATIONS RELATIVE TO SAME.

- A.** The District shall proceed expeditiously to undertake the completion of the Design Services necessary for the completion of the Project at its own cost and expense. Upon notification of the completion of the Design Services relative to the Developer Improvements, identified in **Exhibit B** as “West Lake – Playmore Entrance” and “Oak Bend Turn Lane” the District shall submit all necessary documentation as required by the Developer to confirm the completion of the portion of the Design Services relating to the Developer Improvements, that the District Engineer has been compensated for its work relative to the same, and any other documentation the Developer deems necessary. Upon the receipt of such documentation, the Developer shall be obligated to reimburse the District for costs of the portion of the Design Services relating to the Developer Improvements in the amount of **Ninety-One Thousand Two Hundred Dollars and Zero Cents (\$91,200.00)** within fifteen (15) days thereof.
- B.** Upon execution of this Agreement, the Developer shall promptly contract for, coordinate, and manage the construction of the Project at its own cost and expense. Upon notification of the completion of the construction of the Project relative to the District Improvements, the Developer shall submit all necessary documentation as required by the District to confirm the completion of the District Improvements, that all contractors rendering services in the construction of the District Improvements have been compensated for their work relative to the same, and any other documentation the District deems necessary. Upon the receipt of all relevant documentation contemplated in the foregoing, the District shall submit payment to the Developer within fifteen (15) days thereof in accordance with the terms of this Agreement. The District shall pay the Developer for costs of portion of the Construction Services relating to the District Improvements in the amount of **Two Hundred Eighty-Eight Thousand Four Hundred Fifty Dollars and Fifty Cents (\$288,450.50)**, subject to increases or decreases as stipulated in change orders for the Construction Services relative to the District Improvements and approved by the District Engineer. Adjustments to costs in the Agreement based on a change order shall be in accordance with the unit prices as described on “Schedule A” in **Exhibit A**.

3. CAPITALIZATION. Notwithstanding, the foregoing payment obligations of the Developer relative to the Developer Improvements, the Parties acknowledge and agree that the Developer Improvements are ultimately public infrastructure improvements and accordingly all funding for the Design Services and the Construction Services relative to the Developer Improvements are subject to reimbursement to the Developer from proceeds of District bonds or other indebtedness relative to the Project, and that within forty-five (45) days of receipt of the proceeds by the District obtained for such purposes, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event the District issues tax-exempt bonds for which it plans to repay the Developer, the District's Bond Counsel shall first determine that any such monies are properly reimbursable from the proceeds of such bonds.

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

5. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties hereto.

6. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of the 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.

7. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the Parties, as follows:

- A. If to Developer:** Wellen Park Construction, LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Rick Severance
Attn: Nicole Swartz

- B. If to District:** West Villages Improvement District
2501-A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the 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.

8. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Sarasota County, Florida.

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

10. ATTORNEYS' FEES. In the event either party is required to enforce this Agreement or any provision hereof through binding arbitration, court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any such arbitration, litigation or other dispute resolution, and including fees incurred in appellate proceedings.

11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties. This Agreement is solely for the benefit of the formal Parties hereto 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 formal 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.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this

Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

14. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the District and Developer each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

Attest:

WEST VILLAGES IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Attest:

WELLEN PARK CONSTRUCTION, LLLP

Print Name

By: Thomas Ranch Villages GP, LLC
Its: Manager

By: Thomas Ranch Manager, LLC
Its: Manager

By: _____
Its: _____

- Exhibit A:** Scope of the Construction Services
- Exhibit B:** Scope of the Design Services

Exhibit A

Scope of the Construction Services

A.M.C. Contracting, Inc
5656 Sawyer Cir.
Sarasota, Florida 34233

Jan. 14, 2025
Phone: 941-320-3226
dschermock@gmail.com

Site Work Schedule of Values Rev3
Oak Bend Turn-Lans at Playmore Rd.
North Port, FL 34293

AMC CONTRACTING, INC. (Site-Contractor) is pleased to submit this proposal to furnish equipment, materials, labor and supervision to complete the Site Development services as described in the below Schedules "A" & "B" in compliance with the Construction Plans for OAK BEND TURN-LANES AT PLAYMORE RD. prepared by Dewberry, dated November 2024.

	SCHEDULE "A" AREA 1	PLAYMORE RD STA 9+00 TO STA 19+63 TOGETHER WITH PLAYMORE RD & W. VILLAGES PKWY INTERSECTION			
ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$10,500.00	\$10,500.00
2	MAINTENANCE OF TRAFFIC	LS	1	\$18,210.00	\$18,210.00
3	SEDIMENT BARRIER	LS	40	\$9.00	\$360.00
4	INLET PROTECTION	LF	40	\$5.00	\$200.00
5	CLEARING & GRUBBING	LS	1	\$16,975.00	\$16,975.00
6	REGULAR EXCAVATION	LS	1	\$12,150.00	\$12,150.00
7	** 12" TYPE "B" STABILIZED SUB-GRADE (LBR-40)	SY	240	\$18.45	\$4,428.00
8	*** 9" CRUSHED CONCRETE BASE (LBR-150)	SY	220	\$20.75	\$4,565.00
*9	3" TYPE SP-12.5 ASPHALT (NEW CONST/WIDENING)	SY	220	\$46.60	\$10,252.00
10	1" TYPE SP-9.5 ASPHALT (NEW CONST/WIDENING)	SY	220	\$17.25	\$3,795.00
10A	MILL 1" EXISTING ASPHALT & RESURFACE USING 1" TYPE SP - 9.5 ASPHALT	SY	35	\$44.65	\$1,562.75
11	12" CONCRETE RIBBON CURB	LF	1,305	\$22.50	\$29,362.50
12	CONCRETE CURB, TYPE "F" REPLACEMENT	LF	160	\$29.50	\$4,720.00
13	MEDIAN CURB TYPE "F"-MOD (3,000 PSI) W/EOP SAWCUT	LF	2,065	\$29.50	\$60,917.50
14	VEHICULAR BRICK PAVER CROSSWALKS W/ 8" CRUSHED STONE BASE LBR 40	SY	490	185.00	\$90,650.00
15	CONCRETE SIDEWALK, 4" THICK	SY	65	\$73.10	\$4,751.50
16	Detection Paver - 4" x 8" x 2-1/4" ADA Truncated Dome Paver by Pine Hall Brick Company,	SF	83	\$39.00	\$3,237.00
17	PERFORMANCE TURF, SOD (ST AUGUSTINE) (By Others)	SY		N.I.C.	N.I.C.
18	THERMOPLASTIC PVMNT MARKINGS, STD., WHITE, SOLID, 6"	LF	20	\$4.50	\$90.00
19	THERMOPLASTIC PVMNT MARKINGS, STD., WHITE, SOLID, 24"	LF	32	\$17.50	\$560.00
20	SIGNAGE (includes Pavt Marking Removal)	LS	1	\$3,455.00	\$3,455.00
21	IRRIGATION SYSTEM (Limited to Gate Valve adjustments)	LS	1	\$509.25	\$509.25
22	LANDSCAPING	LS		N.I.C.	N.I.C.
23	MATERIALS TESTING	LS	1	\$1,500.00	\$1,500.00
24	PAVE DENSITY TESTING	LS	1	\$3,000.00	\$3,000.00
25	** Material Cost for Client Supplied LBR-40	CY	80	\$20.00	\$1,600.00
26	*** Material Cost for Client Supplied LBR-150	CY	55	\$20.00	\$1,100.00
<i>N.I.C. NOT IN CONTRACT</i>					
SUB-TOTAL SCHEDULE 'A' AREA 1					\$288,450.50

A.M.C. Contracting, Inc
 5656 Sawyer Cir.
 Sarasota, Florida 34233

Jan. 14, 2025
 Phone: 941-320-3226
 dschermock@gmail.com

Site Work Schedule of Values Rev3
 Oak Bend Turn-Lans at Playmore Rd.
 North Port, FL 34293

SCHEDULE "B" AREA 2		PLAYMORE RD STA 19+63 (TURN LANE) TO STA 26+00 TOGETHER WITH OAK BEND ENTRANCE			
ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$4,000.00	\$4,000.00
2	MAINTENANCE OF TRAFFIC	LS	1	15,320.00	15,320.00
3	SEDIMENT BARRIER	LS	60	9.00	540.00
4	INLET PROTECTION	LF	70	5.00	350.00
5	CLEARING & GRUBBING	LS	1	9,030.00	9,030.00
6	REGULAR EXCAVATION	LS	1	12,375.00	12,375.00
**7	12"TYPE "B" STABILIZED SUB-GRADE (LBR-40)	SY	1,570	18.45	28,966.50
**8	9" CRUSHED CONCRETE BASE (LBR-150)	SY	1,480	20.75	30,710.00
**9	3.00" TYPE SP-12.5 ASPHALT (Roadway Widening)	SY	1,390	34.60	48,094.00
10	1.00" TYPE SP - 9.5 ASPHALT (Roadway Widening)	SY	1,800	17.50	31,500.00
10A	MILL 1" EXISTING ASPHALT & RESURFACE USING 1" TYPE SP - 9.5 ASPHALT	SY	776	44.65	34,648.40
11	12" CONCRETE RIBBON CURB	LF	175	22.50	3,937.50
12	CONCRETE CURB, TYPE "F"	LF	181	29.50	5,339.50
13	MEDIAN CURB TYPE "F"-MOD (3,000 PSI)	LF	365	29.50	10,767.50
14	CONCRETE CURB, VALLEY GUTTER 3' WIDE	LF	140	54.75	7,665.00
15	VEHICULAR BRICK PAVER CROSSWALKS W/ 8" CRUSHED CONC. BASE	SY	83	185.00	15,355.00
16	CONCRETE SIDEWALK, 4" THICK	SY	42	73.10	3,070.20
17	Detection Paver - 4" x 8" x 2-1/4" ADA Truncated Dome Paver by Pine Hall Brick Company,	SF	64	39.00	2,496.00
18	PERFORMANCE TURF, SOD (ST AUGUSTINE) (By Others)	SY		N.I.C.	N.I.C.
19	THERMOPLASTIC PVMNT MARKINGS, STD., WHITE, SOLID, 6"	LF	675	4.50	3,037.50
20	THERMOPLASTIC PVMNT MARKINGS, STD., WHITE, DASHED, 6"	LF	140	4.50	630.00
21	THERMOPLASTIC PVMNT MARKINGS, STD., YELLOW, SOLID, 6"	LF	520	4.50	2,340.00
22	THERMOPLASTIC PVMNT MARKINGS, STD., YELLOW, SOLID, 18"	LF	93	15.00	1,395.00
23	THERMOPLASTIC PVMNT MARKINGS, STD., WHITE, SOLID, 24"	LF	41	17.00	697.00
24	THERMOPLASTIC PVMNT MARKINGS, STD., WHITE, SYMBOL	EA	4	220.00	880.00
25	RAISED PAVEMENT MARKERS (RPM's)	LS	1	350.00	350.00
26	SIGNAGE (includes Pavt Marking Removal)	LS	1	3,487.50	3,487.50
27	8" PVC WATER MAIN (By Others)	LF	26	N.I.C.	N.I.C.
28	12" x 8" TAPPING SLEEVE & VALVE (By Others)	EA	1	N.I.C.	N.I.C.
29	8" 45° BEND (By Others)	EA	2	N.I.C.	N.I.C.
30	6" PVC CONDUIT (FOR IRRIGATION EXTENSIONS)	LF	345	17.50	6,037.50
31	IRRIGATION SYSTEM (Limited to Gate Valve adjustments)	LS	1	2,204.35	2,204.35
32	LANDSCAPING (By Others)	LS	1	N.I.C.	N.I.C.
33	MATERIALS TESTING	LS	1	1,500.00	1,500.00
34	PAVE DENSITY TESTING	LS	1	2,000.00	2,000.00
35	** Material Cost for Client Supplied LBR-40	CY	523	\$20.00	10,466.67
36	*** Material Cost for Client Supplied LBR-150	CY	370	\$20.00	\$7,400.00
N.I.C. NOT IN CONTRACT					
SUB-TOTAL SCHEDULE "B" AREA 2					\$306,590.12

A.M.C. Contracting, Inc
5656 Sawyer Cir.
Sarasota, Florida 34233

Jan. 14, 2025
Phone: 941-320-3226
dschermock@gmail.com

Site Work Schedule of Values Rev3
Oak Bend Turn-Lans at Playmore Rd.
North Port, FL 34293

SUMMARY OF SCHEDULES	
SUB-TOTAL SCHEDULE "A" AREA 1	\$288,450.50
SUB-TOTAL SCHEDULE "B" AREA 2	\$306,590.12
TOTAL PROJECT COST	\$595,040.62

Exhibit B
Scope of Design Services



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

Sent Via Email: wcrosley@sdsinc.org

Revised February 10, 2025

Revised October 17, 2024

October 15, 2024

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

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

Dear Mr. Crosley:

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

I. Developer Costs

West Lake - Playmore Entrance (former Condo Site – Preto Boulevard Turn Lane)

I. Specific Purpose Partial Topographic and Tree Survey

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

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

II. Conceptual Site Plan

We will prepare the Conceptual Site Plan based on your direction. This Conceptual Site Plan will include establishing and verifying design criteria such as site layout, turn lane lengths as provided

by others, and the median opening on Playmore Road. Once completed, this plan will need to be reviewed and approved by you prior to proceeding with the Preliminary Plan. We will present the Conceptual Site Plan for your review and provide one (1) revision.

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

III. Preliminary Plan

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

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

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

IV. Final Engineering Plans and Drainage Calculations Preparation

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

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

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

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

V. Permit Application Preparation and Processing

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

- City of North Port Permitting
- SWFWMD Exemption Letter

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

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

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

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

VI. Limited Construction Administration Services

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

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

VII. As-Built Survey

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

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

Oak Bend Turning Lanes

VIII. Specific Purpose Partial Topographic and Tree Survey

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



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

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

IX. Conceptual Site Plan

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

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

X. Preliminary Plan

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

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

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

XI. Final Engineering Plans and Drainage Calculations Preparation

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

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

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

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

XII. Permit Application Preparation and Processing

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

- City of North Port Permitting
- SWFWMD Exemption Letter

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

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

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

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

XIII. Limited Construction Administration Services

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

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

XIV. As-Built Survey

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

Mr. William Crosley
West Villages Improvement District
Work Authorization 2025-2
Revised February 10, 2025
Revised October 17, 2024
October 15, 2024

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

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

II. WVID Costs

WVID Playmore Road Improvements and Preto Boulevard Improvements

XXII. Specific Purpose Partial Topographic and Tree Survey

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

Due to the additional efforts required for this task, we are requesting to increase the existing budget by \$4,500. This will increase the existing budget from \$8,600 to \$13,100.

Our fee for this task will be a total fixed fee of \$13,100, which includes other direct costs.



XXIII. Conceptual Site Plan

We will prepare the Conceptual Site Plan based on your direction. This Conceptual Site Plan will include verifying design criteria such as site layout, pedestrian crosswalks on the Preto Boulevard and Playmore Road intersection and West Villages Parkway and Playmore Road intersection, parallel parking requirements on Preto Boulevard, and widen Preto Boulevard from 2-lanes divided to a four-lane divided roadway from Sunglow Boulevard to Playmore Road. Once completed, this plan will need to be reviewed and approved by you prior to proceeding with the Preliminary Plan. We will present the Conceptual Site Plan for your review and provide one (1) revision.

Due to the additional efforts required for this task, we are requesting to increase the existing budget by \$4,200. This will increase the existing budget from \$7,000 to \$11,200.

Our fee for this task will be a total fixed fee of \$11,200, which includes other direct costs.

XXIV. Preliminary Plan

We will prepare preliminary site plan drawings based on our site visit, along with your input and the Conceptual Site Plan above. We will complete the preliminary engineering designs for the proposed culvert as part of this task and we will attend meetings with City of North Port and SWFWMD if required. Typical information included in this plan is as follows:

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

Due to the additional efforts required for this task, we are requesting to increase the existing budget by \$5,200. This will increase the existing budget from \$9,400 to \$14,600.

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

XXV. Final Engineering Plans and Drainage Calculations Preparation

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

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

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

Due to the additional efforts required for this task, we are requesting to increase the existing budget by \$18,500. This will increase the existing budget from \$13,400 to \$31,900.

Our fee for this task will be a total fixed fee of \$31,900, which includes other direct costs.

XXVI. Permit Application Preparation and Processing

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

- City of North Port Permitting
- SWFWMD Exemption Letter

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

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

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

Due to the additional efforts required for this task, we are requesting to increase the existing budget by \$1,600. This will increase the existing budget from \$3,000 to \$4,600.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$4,600, plus other direct costs.

XXVII. Limited Construction Administration Services

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

Due to the additional efforts required for this task, we are requesting to increase the existing budget by \$2,200. This will increase the existing budget from \$3,200 to \$5,400.

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



XXVIII. As-Built Survey

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

Due to the additional efforts required for this task, we are requesting to increase the existing budget by \$2,100. This will increase the existing budget from \$6,200 to \$8,300.

Our fee for this task will be a total fixed fee of \$8,300, which includes other direct costs.

XXIX. Other Direct Costs

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

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

I. Developer Costs:

A. Playmore Road:		
West Lake - Playmore Entrance:		
1	Topo	\$3,800
2	Concept Plans	\$5,800
3	Preliminary Plans	\$7,900
4	Construction Plans.	\$12,600
5	Permitting (SWFWMD and City of North Port)	\$3,000
6	Limited Construction Admin	\$4,500
7	As-Built Survey	\$3,800
		\$41,400

Oak Bend Turning Lanes:		
8	Topo	\$5,400
9	Concept Plans	\$7,800
10	Preliminary Plans	\$9,600
11	Construction Plans.	\$14,600
12	Permitting (SWFWMD and City of North Port)	\$3,500
13	Limited Construction Admin	\$4,500
14	As-Built Survey	\$4,400
		\$49,800

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND
WELLEN PARK CONSTRUCTION, LLLP REGARDING
DESIGN AND CONSTRUCTION SERVICES FOR PRETO BLVD. ROADWAY
IMPROVEMENTS**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 13th day of February, 2025 by and between:

WEST VILLAGES IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”); and

WELLEN PARK CONSTRUCTION, LLLP, a Florida limited liability limited partnership, whose mailing address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (hereinafter, the “**Developer**,” and together with District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “**Act**”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure and providing certain public services; and

WHEREAS, the District presently owns, operates, and/or maintains various roadways known as Preto Boulevard and West Villages Parkway within its “District Proper” and “Unit of Development No. 1” upon which it desires to construct and/or install certain roadway improvements as more particularly described as in **Exhibit A** attached hereto (the “**District Improvements**”); and

WHEREAS, the Developer has a need to construct certain turn lane and entrance improvements relative to its Oakbend project located adjacent to the District Roadways as more particularly described in **Exhibit A** attached hereto (the “**Developer Improvements**,” and together with the District Improvements, the “**Project**”); and

WHEREAS, due to time and cost efficiencies, and the Developer intends to oversee and manage the construction of the District Improvements in conjunction with its construction of the Developer Improvements (collectively, the “**Construction Services**”) which is in the best interests of the District, and its residents and landowners; and

WHEREAS, in furtherance thereof, at its February 13, 2025 meeting, the District’s Board of Supervisors approved the revised Work Authorization 2025-2 with Dewberry Engineering, Inc., attached hereto as **Exhibit B**, which contemplates certain design services relative to the construction of the Project (collectively, the “**Design Services**”); and

WHEREAS, the Parties accordingly have a need to enter into this Agreement to set forth the rights, duties, and obligations of the Parties with respect with the provision of the Design Services and the Construction Services, and the corresponding reimbursement of costs thereof in proportion to each Party's allocation of the costs thereof; and

WHEREAS, the Parties accordingly desire to enter into this Agreement to set forth the terms thereof.

NOW, THEREFORE, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties hereto, the Parties agree as follows:

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

2. **PROVISION OF THE DESIGN SERVICES AND THE CONSTRUCTION SERVICES; REIMBURSEMENT OBLIGATIONS RELATIVE TO SAME.**

- A. The District shall proceed expeditiously to undertake the completion of the Design Services necessary for the completion of the Project at its own cost and expense. Upon notification of the completion of the Design Services relative to the Developer Improvements, identified in **Exhibit A** as "West Lake Turn Lanes," the District shall submit all necessary documentation as required by the Developer to confirm the completion of the portion of the Design Services relating to the Developer Improvements, that the District Engineer has been compensated for its work relative to the same, and any other documentation the Developer deems necessary. Upon the receipt of such documentation, the Developer shall be obligated to reimburse the District for costs of the portion of the Design Services relating to the Developer Improvements in the amount of **Forty-Eight Thousand Two Hundred Dollars and Zero Cents (\$48,200.00)** within fifteen (15) days thereof.

- B. Upon execution of this Agreement, the Developer shall promptly contract for, coordinate, and manage the construction of the Project at its own cost and expense. Upon notification of the completion of the construction of the Project relative to the District Improvements, the Developer shall submit all necessary documentation as required by the District to confirm the completion of the District Improvements, that all contractors rendering services in the construction of the District Improvements have been compensated for their work relative to the same, and any other documentation the District deems necessary. Upon the receipt of all relevant documentation contemplated in the foregoing, the District shall submit payment to the Developer within fifteen (15) days thereof in accordance with the terms of this Agreement. The District shall pay the Developer for costs of portion of the Construction Services relating to the District Improvements in the amount of _____ **Dollars and** _____ **Cents (\$_____.)**, subject to increases or decreases as stipulated in change orders for the Construction Services relative to the District Improvements and approved by the District Engineer. Adjustments to costs in the Agreement based on a change order shall be in accordance with the unit prices as described in **Exhibit A**.

3. CAPITALIZATION. Notwithstanding, the foregoing payment obligations of the Developer relative to the Developer Improvements, the Parties acknowledge and agree that the Developer Improvements are ultimately public infrastructure improvements and accordingly all funding for the Design Services and the Construction Services relative to the Developer Improvements are subject to reimbursement to the Developer from proceeds of District bonds or other indebtedness relative to the Project, and that within forty-five (45) days of receipt of the proceeds by the District obtained for such purposes, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event the District issues tax-exempt bonds for which it plans to repay the Developer, the District's Bond Counsel shall first determine that any such monies are properly reimbursable from the proceeds of such bonds.

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

5. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties hereto.

6. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of the 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.

7. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the Parties, as follows:

- | | |
|----------------------------|--|
| A. If to Developer: | Wellen Park Construction, LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Rick Severance
Attn: Nicole Swartz |
| B. If to District: | West Villages Improvement District
2501-A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager |
| With a copy to: | Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the 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.

8. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Sarasota County, Florida.

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

10. ATTORNEYS' FEES. In the event either party is required to enforce this Agreement or any provision hereof through binding arbitration, court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any such arbitration, litigation or other dispute resolution, and including fees incurred in appellate proceedings.

11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties. This Agreement is solely for the benefit of the formal Parties hereto 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 formal 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.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this

Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

14. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the District and Developer each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

Attest:

WEST VILLAGES IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Attest:

WELLEN PARK CONSTRUCTION, LLLP

Print Name

By: Thomas Ranch Villages GP, LLC
Its: Manager

By: Thomas Ranch Manager, LLC
Its: Manager

By: _____
Its: _____

Exhibit A: Scope of the Construction Services
Exhibit B: Scope of the Design Services

Exhibit A

Scope of the Construction Services

Exhibit B

Scope of Design Services

West Lake - Preto Turning Lanes

XV. Specific Purpose Partial Topographic and Tree Survey

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

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

XVI. Conceptual Site Plan

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

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

XVII. Preliminary Plan

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

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

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



XVIII. Final Engineering Plans and Drainage Calculations Preparation

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

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

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

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

XIX. Permit Application Preparation and Processing

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

- City of North Port Permitting
- SWFWMD Exemption Letter

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

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

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

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

XX. Limited Construction Administration Services

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

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

XXI. As-Built Survey

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

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

I. Developer Costs:					
	B. Preto Blvd:				
	West Lake Turning Lanes:				
15	Topo				\$4,500
16	Concept Plans				\$7,800
17	Preliminary Plans				\$9,600
18	Construction Plans.				\$14,400
19	Permitting (SWFWMD and City of North Port)				\$3,000
20	Limited Construction Admin				\$4,500
21	As-Built Survey				\$4,400
					\$48,200

MEMORANDUM

TO: BOARD OF SUPERVISORS
WEST VILLAGES IMPROVEMENT DISTRICT (“DISTRICT”)

FROM: LINDSAY WHELAN¹

DATE: JANUARY 15, 2025

RE: USE OF DELINQUENT THOMAS 167, LLC ASSESSMENTS

As you are aware, there is an approximately 105-acre parcel on the northeast corner of West Villages Parkway and U.S. 41 historically referred to as the “**Thomas 167 Parcel**,” where property taxes and special assessments have been delinquent since 2010. The Thomas 167 Parcel is located within the assessment boundaries of “District Proper,” Unit of Development No. 1 (“**Unit No. 1**”), and Unit of Development No. 2 (“**Unit No. 2**”).

The Thomas 167 Parcel was formerly owned by Thomas 167, LLC (“**Thomas 167**”) but was recently acquired by Mattamy Thomas Ranch, LLC (“**MTR**”) on October 8th, 2024. On October 9th, 2024, MTR remitted approximately \$6 million to the Sarasota County Tax Collector to pay delinquent taxes, District-levied debt service and operations and maintenance (“**O&M**”) special assessments, other non-ad valorem assessments, and interest, fees and penalties thereon for the tax years 2010 through 2018. As a result, the Thomas 167 Parcel is considered current through tax year 2018, but delinquent taxes and assessments for the tax years 2019 through 2024 remain outstanding.

Accordingly, the District has received \$3,564,284.81 from the Sarasota County Tax Collector for use as determined by the District’s Board of Supervisors (the “**Board**”), as discussed in more detail herein.

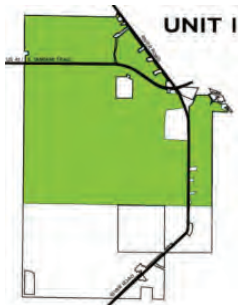
[Continued on Next Page]

¹ This memorandum has also been reviewed and provided on behalf of the District’s financial staff and bond counsel.

Category	Amount	Utilization
<i>District Proper Debt Service</i>	n/a	n/a
<i>District Proper O&M</i>	\$77,518.82	Any lawful District Proper operations and maintenance purpose
<i>Unit No. 1 Debt Service (2010-2016)</i>	\$517,043.20	Any lawful Unit No. 1 capital improvement purpose
<i>Unit No. 1 O&M (2010-2016)</i>	\$57,157.81	Any lawful Unit No. 1 operations and maintenance purpose
<i>Unit No. 1 Debt Service (2017 & 2018)</i>	\$167,782.76	Early redemption of Unit No. 1 Bonds
<i>Unit No. 1 O&M (2017 & 2018)</i>	\$28,030.83	Any lawful Unit No. 1 operations and maintenance purpose
<i>Unit No. 2 Debt Service</i>	\$0 ²	n/a
<i>Unit No. 2 O&M</i>	\$2,716,751.39	Any lawful Unit No. 2 operations and maintenance purpose

Unit No. 1

Unit No. 1 serves all lands within the District located within the jurisdictional boundary of the City of North Port and was created to finance District-wide improvements as well as master planning activities required to develop public infrastructure for the District.



The capital improvement plan for Unit No. 1 specifically includes the following infrastructure improvements:

- Preparation and development of regulatory standards and procedures
- Master planning for public infrastructure needs

² As discussed in more detail herein, the outstanding debt service assessments levied on the Thomas 167 Parcel relative to the Unit No. 2 Bonds/Series 2019A-2 Unit No. 2 Bonds were cancelled in 2019 at the direction of the bondholders.

- Alignment of future units and allocation of benefit methodologies and procedures
- Roadways, including thoroughfares, arterial, collector, or local streets
- Stormwater improvements
- Master irrigation facilities
- Roadways landscape, lighting, signage and furnishings
- Roadways gateway features
- Park and recreation improvements
- Fire/rescue, law enforcement, solid waste, and general government related facilities contributions to the City of North Port
- Land acquisition for public use
- Engineering and contingencies

2010-2016 Unit No. 1 Debt Service Assessments

The District issued tax-exempt bonds to finance the Unit No. 1 capital improvement plan in 2007, and refunded those bonds in 2017 (the “**Unit No. 1 Bonds**”). The Unit No. 1 Bonds are secured by the debt service special assessments levied in 2017 and not by any previously-levied debt service special assessments for Unit No. 1. As a result, since the debt service special assessments levied and imposed prior to 2017 do not secure the Unit No. 1 Bonds, the amounts recently received associated with 2010-2016 debt service on the Unit No. 1 Bonds can be used for any lawful capital improvement project benefitting Unit No. 1.

By way of example, prior capital improvement projects previously financed with the proceeds of Unit No. 1 Bonds include the construction of Preto Boulevard from U.S. 41 to Playmore Road, West Villages Parkway from U.S. 41 to the Braves Stadium and the realignment of Playmore Road at the intersection of West Villages Parkway. Unit 1 funding was also used for development-wide master planning activities. Examples of potential future Unit No. 1 capital improvement projects include construction of Manasota Beach Road, expansion of existing collector and thoroughfare roadways such as Preto Boulevard and West Villages Parkway, and other master planning activities.

2017 and 2018 Unit No. 1 Debt Service Assessments

In order to facilitate the 2017 refinancing, and in anticipation that Thomas 167 would continue to fail to remit the debt service assessments allocated to the Thomas 167 Parcel after the issuance of the Unit No. 1 Bonds, the financing documents for such bonds established a \$240,000 Supplemental Reserve Fund to be utilized to pay the bondholders the debt service associated with the Thomas 167 Parcel. The Unit No. 1 Bonds’ financing documents provide that any shortfall in the debt service special assessments collected from Unit No. 1 landowners and the amount required to be remitted to bondholders that is associated with the Thomas 167 Parcel will be transferred

from the Supplemental Reserve Fund to account for the deficiency.³ Any such transfers do not constitute an “Event of Default.” Note that despite Thomas 167 not paying the Unit No. 1 Bonds’ debt service assessments relative to the Thomas 167 Parcel, excess collections received by other unaffiliated Unit No. 1 landowners not taking advantage of the statutory tax payment discounts have allowed the District to continue to make its debt service payments on the Unit No. 1 Bonds in full without needing to utilize the Supplemental Reserve Fund.

Notwithstanding the foregoing, any debt service assessments for the Unit No. 1 Bonds that are not paid when due are still considered “Delinquent Assessment Interest” and “Delinquent Assessment Principal” (each as defined in the *Second Supplemental Trust Indenture* dated August 1, 2017 (the “**Unit No. 1 Indenture**”)) and are treated the same as the receipt of any other delinquent assessments under the Unit No. 1 Indenture. Namely, the proceeds are deposited in the Revenue Account and utilized to restore any draws from the Reserve Account, if any,⁴ and thereafter the monies are placed in the Sinking Fund Account and Interest Account, respectively and ultimately utilized to redeem outstanding Unit No. 1 Bonds and make interest payments to bondholders. Accordingly, amounts received by the District for delinquent 2017 and 2018 debt service assessments relative to the Unit No. 1 Bonds shall be provided to the bond trustee and utilized as set forth in the Unit No. 1 Indenture.

Unit No. 1 Operations and Maintenance Assessments

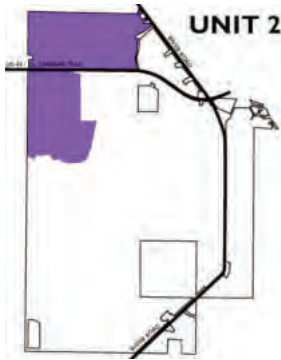
The portion of the amounts received relative to delinquent Unit No. 1 O&M assessments can be used for any lawful operations and maintenance expenditure or project relating to the Unit No. 1 capital improvement plan or otherwise benefitting Unit No. 1. Alternatively, these amounts can be utilized as carry-forward surplus to reduce future assessment increases in such unit.

Unit No. 2

Unit No. 2 serves all lands within Islandwalk, Gran Paradiso, Preserve, and the Thomas 167 Parcel as shown below.

³ If the Supplemental Reserve Fund was not tapped into in a given year, the financing documents for the Unit No. 1 Bonds requires that \$20,000 from such be transferred to the Revenue Account held by the trustee, which is then utilized to redeem outstanding Unit No. 1 Bonds.

⁴ There have been no draws on the Reserve Account to date.



The capital improvement plan for Unit No. 2 specifically includes the following infrastructure improvements:

- Potable water and wastewater transmission facilities
- Arterial roadways and major intersections
- Roadway signage, striping, lighting, signals, sidewalks, medians, water management facilities, environmental mitigation, landscaping, irrigation and other ancillary appurtenances

The District issued tax-exempt bonds to finance the Unit No. 2 capital improvement plan in 2005 (the “**Original Unit No. 2 Bonds**”), which bonds went into default as a result of the failure of Thomas 167 to remit debt service assessments for the Thomas 167 Parcel associated with such bonds. In 2019, and with the consent of the holders of the Original Unit No. 2. Bonds, the District bifurcated such bonds into two separate series, with the Series 2019A-1 debt relating to the performing properties and the Series 2019A-2 debt relating to the non-performing Thomas 167 Parcel (collectively, the “**Unit No. 2 Bonds**”).⁵

The Series 2019A-2 Unit No. 2 Bonds are currently in default. However, these bonds are secured by the debt service special assessments levied in 2019 and not by any previously-levied debt service special assessments for Unit No. 2. As a result, since the debt service special assessments levied and imposed prior to 2019 do not secure the Series 2019A-2 Unit No. 2 Bonds, the amounts recently received associated with 2010-2018 debt service on the Unit No. 2 Bonds can be used for any lawful capital improvement project benefitting Unit No. 2.

By way of example, prior capital improvement projects financed with the proceeds of Unit No. 2 bonds include the construction of segments of West Villages Parkway, including from U.S.

⁵ At this time, the bondholders also consented to i) the defeasance of \$330,000 of outstanding Original Unit No. 2 Bonds and ii) the cancellation of \$4,615,000 of Series 2019A-2 Unit No. 2 Bonds. In connection with such activities, the District was directed by the bondholders to coordinate with the Sarasota County Tax Collector to write off \$2,872,969.61 in delinquent principal and \$6,770,476.76 in delinquent interest associated with debt service assessments previously levied on the Thomas 167 Parcel and associated with the cancelled Series 2019A-2 Unit No. 2 Bonds.

KUTAKROCK

41 south to Playmore Road and north to River Road, as well as Playmore Road, west from West Villages Parkway to just short of Islandwalk.

Unit No. 2 Operations and Maintenance Assessments

The portion of the delinquent assessments received relative to Unit No. 2 O&M assessments can be used for any lawful operations and maintenance expenditure or project relating to the Unit No. 2 capital improvement plan or otherwise benefitting Unit No. 2. Alternatively, these amounts can be utilized as carry-forward surplus to reduce future assessment increases in such unit.

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AFFIDAVIT OF PUBLICATION

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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 Main Legal CLEGL, 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:

01/22/2025, 01/29/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/29/2025

Keegan Cloran

Legal Clerk

[Signature]

Notary, State of WI, County of Brown

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NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE WEST VILLAGES IMPROVEMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA STATUTES, BY THE WEST VILLAGES IMPROVEMENT DISTRICT

NOTICE OF MEETING OF THE WEST VILLAGES IMPROVEMENT DISTRICT

The Board of Supervisors (the "Board") of the West Villages Improvement District (the "District") will hold a public hearing on **February 13, 2025, at 10:00 A.M.**, via teleconference communications media technology and in person at the Chambers of the City of North Port, 4970 City Hall Boulevard, North Port, Florida 34286. The public hearing is being held to consider the adoption of an assessment roll, the imposition of special assessments to secure proposed bonds on benefited lands within Unit of Development No. 11 within the District ("Unit No. 11"), a depiction of which lands to be assessed is shown below, and to provide for the levy, collection and enforcement of the special assessments.

The public hearing 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 may be obtained by contacting the office of the District Manager, Special District Services, Inc., located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, during normal business hours, or by visiting the District's website, www.westvillagesid.org. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

The streets and areas to be improved are depicted below and in the District's preliminary *Unit of Development No. 11 Master Engineer's Report*, dated January 9, 2025 (the "Capital Improvement Plan"). The public hearing is being conducted pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended. A description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by contacting the District Manager, Special District Services, Inc., at 2501-A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922.

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvements (the "Improvements") planned for Unit No. 11 are currently expected to include, but are not limited to, earthwork, drainage and stormwater management improvements, water and sewer facilities, irrigation facilities, and other improvements, all as more specifically described in the Capital Improvement Plan, on file and available during normal business hours at the address provided above.

The District intends to impose assessments on all assessable, benefited lands within Unit No. 11 of the District in the manner set forth in the District's preliminary *Unit of Development No. 11 Master Special Assessment Methodology Report*, dated January 9, 2025 (the "Assessment Report"), which is on file and available during normal business hours at the address provided above. The annual principal assessment levied against each parcel will be based on repayment over a maximum of thirty (30) years for the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$90,000,000, in debt to be assessed by the District, inclusive of the estimated cost of the Improvements, plus financing-related costs, capitalized interest, and debt service reserve. The proposed schedule of assessments is as follows:

Product	Number of Units by Type	ERU Factor	Total ERUs	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
Villa	170	0.75	127.50	\$ 13,265,589	\$ 78,033
Single-Family 45'	172	0.90	154.80	\$ 16,105,986	\$ 93,639
Single-Family 52'	72	1.04	74.88	\$ 7,790,803	\$ 108,206
Single-Family 57'	280	1.14	319.20	\$ 33,210,793	\$ 118,610
Single-Family 72'	131	1.44	188.64	\$ 19,626,829	\$ 149,823
Total	825	N/A	865.02	\$ 90,000,000	N/A

*Rounded

The assessments may be prepaid in whole at any time, or in some instances in part, or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the Improvements. These annual assessments will be collected on the Sarasota County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners within Unit No. 11 have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Also, on February 13, 2025, at the same time and location as referenced above, the Board will hold a public meeting to consider business that may lawfully be considered by the District. A copy of the agenda and information on how to access the teleconference platform for this meeting may be obtained by contacting the office of the District Manager, Special District Services, Inc., located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, during normal business hours, or by visiting the District's website, www.westvillagesid.org. The meeting and public hearing is open to the public and will be conducted in accordance with the provisions of Florida law.

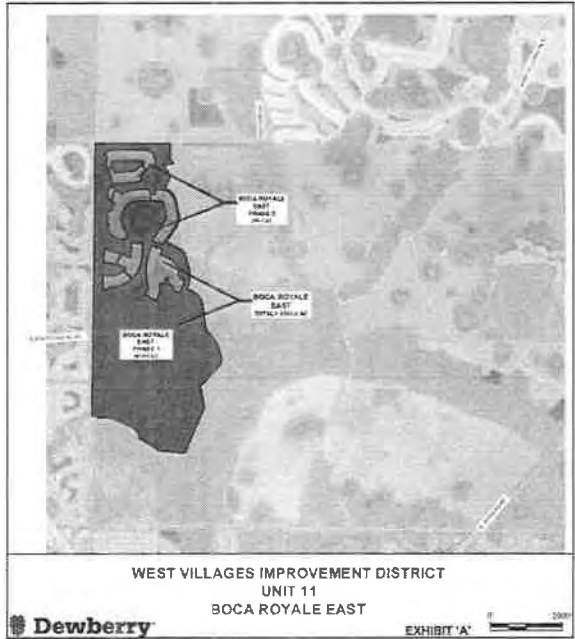
Note that the teleconference platform is being provided by the District as a courtesy to members of the public who desire to listen to the meeting remotely, but attendees utilizing the teleconference platform will not be able to participate in the public hearing or meeting. Any person utilizing the teleconference platform desiring to provide public comments at such public hearing and/or meeting must attend in person.

There may be occasions when one or more Supervisors and staff will participate by telephone. At the above location will be present a speaker telephone so that any interested person can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The public hearing and/or meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at the meeting or hearing because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

WEST VILLAGES IMPROVEMENT DISTRICT – UNIT NO. 11



RESOLUTION 2025-02

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT DECLARING SPECIAL ASSESSMENTS RELATIVE TO UNIT OF DEVELOPMENT NO. 11 WITHIN THE DISTRICT; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the "Board") of the West Villages Improvement District (the "District") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "Improvements") within Unit of Development No. 11 ("Unit No. 11") as described in the District's preliminary *Unit of Development No. 11 Master Engineer's Report*, dated January 9, 2025, attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by imposing, levying, and collecting non-ad valorem special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended (the "Assessments"); and

WHEREAS, the District is empowered by Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-

456, *Laws of Florida*, as amended, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the assessable real property located within Unit No. 11, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in the District's preliminary *Unit of Development No. 11 Master Special Assessment Methodology Report*, dated January 9, 2025, attached hereto as **Exhibit B** and incorporated herein by reference and on file at 2501-A Burns Road, Palm Beach Gardens, Florida 33410 and 19503 S. West Villages Parkway #A3, Venice, Florida 34293 (collectively, the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the assessable real property located within Unit No. 11.

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

- Assessments shall be levied to defray the cost of the Improvements.
- The nature and general location of, and plans and specifications for, the Improvements planned for Unit No. 11 are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
- The total estimated cost of the Improvements is \$72,996,250 (the "Estimated Cost").
- The Assessments will defray approximately \$90,000,000, which includes the Estimated Cost, plus financing-related costs, capitalized interest, and debt service reserve.
- The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
- The Assessments shall be levied on all lots and lands within Unit No. 11 adjoining and contiguous or bounding and abutting upon such improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
- There is on file, at the District Records Office, an assessment plat showing the real property within Unit No. 11 within the District to be assessed, with certain plans and specifications describing the Improvements and the Estimated Cost of the Improvements, all of which shall be open to inspection by the public.
- Commencing with the year in which the Assessments are certified for collection, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
- The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands within Unit No. 11 to be assessed, the amount of benefit to and the Assessments against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
- The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.
- The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Sarasota County and to provide such other notice as may be required by law or desired in the best interests of the District.
- This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 9th day of January 2025

ATTEST: WEST VILLAGES IMPROVEMENT DISTRICT
 [X] Secretary/Assistant Secretary
 [X] Chairman, Board of Supervisors

Exhibit A: Preliminary *Unit of Development No. 11 Master Engineer's Report*, dated January 9, 2025
Exhibit B: Preliminary *Unit of Development No. 11 Master Special Assessment Methodology Report*, dated January 9, 2025

WEST VILLAGES IMPROVEMENT DISTRICT - UNIT NO. 11

www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 01/22/25 & 01/29/25

FO-41086025

REFERENCE NO. 50184856

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WEST VILLAGES IMPROVEMENT DISTRICT

Unit of Development No. 11
Master Engineer's Report

JANUARY 9, 2025



SUBMITTED BY

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

SUBMITTED TO

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

Master Engineer’s Report

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Aerial Location Map	Exhibit A
Unit 11 Sketch & Legal Description	Exhibit B

1. GENERAL

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

2. PURPOSE AND SCOPE

The purpose of this Master Engineer’s Report (“Report”) is to present the nature and extent of the improvements that may be constructed or acquired by WVID for and on behalf of the Unit of Development No. 11 (“Unit No. 11” or “Project”). These improvements will thereafter be owned, operated, and/or maintained by either WVID or another legally empowered governmental entity.

This Report generally describes the existing land within Unit No. 11 and the proposed public infrastructure improvements, determination of estimated probable construction costs, and recommendations. This Report is not intended to be used for exact representation or for construction purposes since detailed construction documents for all of the proposed improvements have not yet been finalized. The engineer has considered and, in specific instances, has relied upon the information and documentation prepared or supplied by others to prepare this Report.

3. LANDS IN UNIT OF DEVELOPMENT NO. 11

An Aerial Location Map showing the location of Unit No. 11 is included as Exhibit A. The legal description(s) and sketch(es) are included as Exhibit B and reflect the lands included in Unit No. 11. These lands total approximately 505.61 acres. A land use summary is presented in Table 1.1.

Table 3.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	UNIT AREA (AC)
PHASE 1	
Residential Land (Single-Family Lots)	81.88
Roadways Infrastructure & Public Facilities	42.82
Open Space/Conservation Areas/Parks/Amenity	220.13
Master Stormwater System	77.93
PHASE 2	
Residential Land (Single-Family Lots)	67.64
Roadways Infrastructure & Public Facilities	15.21
TOTAL	505.61

Table 3.2 Lot Types

LOT TYPE SUMMARY			
LOT WIDTH	PHASE 1A-1B	PHASE 2A-2B	NUMBER OF LOTS
37.5x130ft Attached Villa	52	118	170
45x130-ft Single Family	75	97	172
52x130-ft Single Family	48	24	72
57x130-ft Single Family	181	99	280
72x120-ft Single Family	72	59	131
TOTAL	428	397	825

4. EXISTING CONDITIONS

4.1 Topography

The area within Unit No. 11 is relatively flat with site elevations ranging from approximately nine (9) feet to fifteen (15) feet. The land within Unit No. 11 is primarily undeveloped pasture and rangelands, upland pine flatwood, and wetlands.

4.2 Soil and Vegetation

Based on the 1991 Soil Survey of Sarasota County, Florida, prepared by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS), the predominant surficial soil types within Unit No. 11 are identified as SCS Soil No. 10, EauGallie and Myakka Fine Sands, SCS Soil No. 22, Holopaw fine sand, SCS Soil No. 31, Pineda Fine Sand, and Pople Fine Sand. SCS Soil No. 10 is a nearly level, poorly drained soil that can be made up entirely of EauGallie and similar soils, entirely Myakka and similar soils, or a combination of EauGallie, Myakka and other soils. Typically, the EauGallie soil has a surface layer of black fine sand with a subsurface layer of gray fine sand to a depth of about 22 inches. The surface layer of the Myakka soil is typically dark grayish brown fine sand about 6 inches thick while the subsurface layer is light gray fine sand about 18 inches thick. Pineda Fine Sand is a nearly level, poorly drained soil. Typically, the surface and subsurface layers are grey fine sands totaling approximately 22-inches thick. The subsoil consists of an upper layer of 14-inches of brown fine sand and a lower layer of 12-inches of mottled, light brownish gray fine sandy loam. Pople Fine Sand is nearly level, poorly drained soil on low hammocks and in poorly defined drainageways and broad sloughs. Typically, the surface layer is very dark grayish brown fine sand approximately four (4) inches thick. The subsurface layer is light brownish gray fine sand approximately three (3) inches thick. The subsoil is brown and brownish yellow fine sand in the upper 21-inches and gray fine sandy loam in the lower 28-inches.

The property within Unit No. 11 currently consists of various vegetative communities comprised of both upland and wetland habitats. Several of the vegetation communities have been modified due to onsite agricultural activities including ditching and fire suppression. Areas that were historically extensive open forests or wiregrass prairies have since become heavily forested or have been cleared for cattle grazing and commercial nursery. Extensive ditching has also altered the hydrology of several of the wetland systems onsite, particularly where the ditches bisect wetlands or are adjacent to wetlands.

4.3 Land Use and Zoning

Unit No. 11 is located within Sarasota County, Florida ("County"). The zoning for the Development is Residential Single Family Planned Unit Development. The Development plans are currently being designed and prepared for development review and approval with the County. It is expected that the County will approve uses compatible with the adopted Sarasota County Comprehensive Plan ("SCCP").

5. INFRASTRUCTURE PLANS

5.1 Public Infrastructure Improvements

WVID has formed Unit No. 11 to finance infrastructure design and construction to provide public infrastructure for Unit No. 11 and its ultimate property owners.

The improvements will be consistent with the SCCP and implementing ordinances, studies, plans, and may include:

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

Access to the Development will be provided via Boca Royale Boulevard and Hogan Circle to the west. A future roadway connection to Preto Boulevard will be through future Keyway Road. Potable water and sanitary sewer services will be provided by the Englewood Water District.

5.2 Permitting

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

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

Table 5.1 Permitting Status

Permitting Status		
PERMIT	PERMIT NUMBERS	DATE APPROVED
Offsite Irrigation Water Extension		
Sarasota County	23-111441-00-DS.001	TBD
Boca Royale East Phase 1A-1C		
Sarasota County	23-111441-00-DS	05/03/2024
Sarasota County Tree Removal	EP-TREE-24-00083	06/06/2024
Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP) – Mass Grading	864800 / 43046812.001	02/22/2024
Englewood Water District	No Number Assigned	05/21/2024
Florida Department of Environmental Protection (FDEP) Water Permit Public Water System (PWS)	0128133-158-DSGP	06/07/2024
FDEP Wastewater Permit (WW)	CS58-449285	07/03/2024
Boca Royale East Phase 2A-2B		
Sarasota County	TBD	TBD
Sarasota County Tree Removal	EP-TREE-24-00083	06/06/2024
SWFWMD ERP – Mass Grading	864800 / 43046812.001	02/22/2024
Englewood Water District	TBD	TBD
FDEP Water Permit PWS	TBD	TBD
FDEP Wastewater Permit	TBD	TBD

5.3 Estimated Costs of Improvements

Table 5.2 lists the components of the planned improvements, together with their estimated costs of design and construction. The table also includes an estimate of administrative, consulting, engineering, legal and other fees, and contingencies associated with the improvements.

The remainder of this page has been left intentionally blank.

Table 5.2 Estimated Costs of Improvements

Estimated Costs of Improvements	
IMPROVEMENTS	ESTIMATED COSTS
Offsite Irrigation Water Extension	
Earthwork	\$640,000.00
Master Irrigation	\$580,000.00
Consultants and Administration (15%)	\$183,000.00
Subtotal	\$1,403,000.00
Boca Royale East Phases 1A-1C	
Earthwork	\$38,750,000.00
Drainage and Stormwater	\$3,660,000.00
Potable Water	\$2,860,000.00
Wastewater	\$5,115,000.00
Consultants and Administration (15%)	\$7,557,750.00
Subtotal	\$57,942,750.00
Boca Royale East Phases 2A-2B	
Earthwork	\$8,445,000.00
Drainage and Stormwater	\$925,000.00
Potable Water	\$1,010,000.00
Wastewater	\$1,490,000.00
Consultants and Administration (15%)	\$1,780,500.00
Subtotal	\$13,650,500.00
Total	\$72,996,250.00

Note 1 – Estimates are based on 2024 Dollars.

6. MAINTENANCE RESPONSIBILITIES

6.1 Public Infrastructure Improvements

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

1. Maintenance and operation of the potable water and sanitary sewer systems will be the responsibility of the Englewood Water District;
2. Maintenance and operation of the stormwater management system will be the responsibility of the WVID;
3. Maintenance and operation of the collector and arterial roadway, sidewalk, and landscaping improvements will be the responsibility of WVID, the County or Florida Department of Transportation (FDOT) depending on the ownership of the road; and
4. Maintenance of parks or government projects will be the responsibility of the WVID or the County.

7. SUMMARY AND CONCLUSION

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

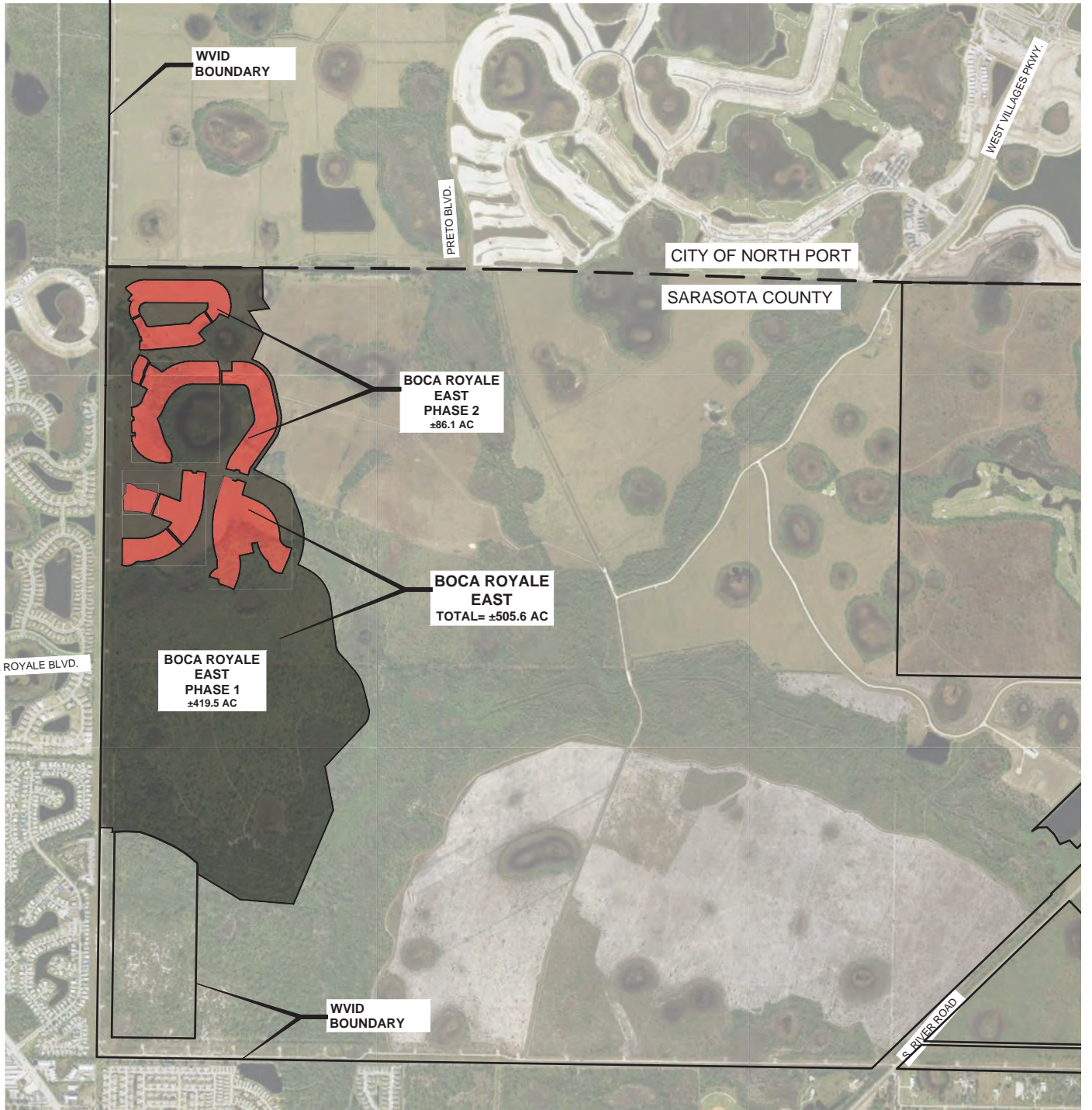
8. ENGINEER'S CERTIFICATION

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

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



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



**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 11
BOCA ROYALE EAST**



EXHIBIT 'A'



EXHIBIT "B"

UNIT NO. 11 BOUNDARY

LEGAL DESCRIPTION (BY POINT BREAK SURVEYING)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS ACCORDING TO OFFICIAL RECORDS INSTRUMENT 2014062918 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTIONS 18 AND 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE NORTH 00°45'50" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2,651.17 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 18; THENCE NORTH 00°36'40" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2,655.20 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89°38'51" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2,092.37 FEET; THENCE LEAVING SAID NORTH LINE S.00°00'00"E., A DISTANCE OF 414.55 FEET; THENCE S.32°39'24"E., A DISTANCE OF 159.81 FEET; THENCE S.83°14'28"W., A DISTANCE OF 274.84 FEET; THENCE S.32°28'34"E., A DISTANCE OF 365.15 FEET; THENCE S.24°04'44"W., A DISTANCE OF 375.32 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.17°42'12"W., A RADIAL DISTANCE OF 455.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 59°53'24", A DISTANCE OF 475.60 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.12°24'13"E., A DISTANCE OF 351.33 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.76°50'51"W., A RADIAL DISTANCE OF 507.03 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 43°59'49", A DISTANCE OF 389.34 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.34°12'19"W., A DISTANCE OF 90.38 FEET; THENCE S.34°55'31"W., A DISTANCE OF 422.97 FEET; THENCE S.63°22'46"E., A DISTANCE OF 454.30 FEET; THENCE S.49°42'48"E., A DISTANCE OF 101.45 FEET; THENCE S.22°34'03"E., A DISTANCE OF 101.02 FEET; THENCE S.20°03'25"E., A DISTANCE OF 232.61 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.68°10'37"W., A RADIAL DISTANCE OF 900.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 45°23'50", A DISTANCE OF 713.10 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.61°06'42"E., A DISTANCE OF 171.47 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.28°21'20"W., A RADIAL DISTANCE OF 545.08 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 55°06'21", A DISTANCE OF 524.25 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.07°06'47"E., A DISTANCE OF 423.04 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 164.03 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 227.13 FEET AND A CENTRAL ANGLE OF 37°40'01"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 149.32 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.45°39'42"W., A RADIAL DISTANCE OF 2,072.08 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°01'31", A DISTANCE OF 217.91 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.44°11'34"W., A RADIAL DISTANCE OF 605.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 31 °18'52", A DISTANCE OF 330.66 FEET; THENCE ALONG A LINE NON-TANGENT TO

SAID CURVE, S.14°28'39"E., A DISTANCE OF 195.78 FEET; THENCE 5.11°47'01"E., A DISTANCE OF 113.15 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.82°41'03"W., A RADIAL DISTANCE OF 235.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 45°53'09", A DISTANCE OF 188.20 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.43°00'36"W., A DISTANCE OF 788.64 FEET; THENCE S.10°26'23"E., A DISTANCE OF 600.46 FEET; THENCE S.23°03'06"W., A DISTANCE OF 1,367.66 FEET; THENCE N.84°52'31"W., A DISTANCE OF 722.42 FEET; THENCE N.58°42'27"W., A DISTANCE OF 666.92 FEET; THENCE N.00°47'09"E., A DISTANCE OF 135.53 FEET; THENCE N.49°50'04"W., A DISTANCE OF 178.34 FEET; THENCE N.56°18'11"W., A DISTANCE OF 190.18 FEET; THENCE N.64°57'23"W., A DISTANCE OF 166.26 FEET; THENCE N.65°14'22"W., A DISTANCE OF 167.94 FEET; THENCE N.70°38'32"W., A DISTANCE OF 189.13 FEET; THENCE N.88°28'31"W., A DISTANCE OF 211.61 FEET; THENCE S.86°45'40"W., A DISTANCE OF 125.61 FEET; THENCE N.89°12'51"W., A DISTANCE OF 30.00 FEET; THENCE N.00°47'09"E., A DISTANCE OF 54.02 FEET; THENCE N.89°12'51"W., TO WEST LINE OF NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, A DISTANCE OF 170.03 FEET; THENCE NORTH 00°47'09" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2,227.97 FEET TO THE POINT OF BEGINNING

CONTAINING 505.61 ACRES, MORE OR LESS.



Master Special Assessment Methodology Report

WEST VILLAGES IMPROVEMENT DISTRICT
Unit of Development No. 11

January 9, 2025

SPECIAL DISTRICT SERVICES, INC

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

1.0 INTRODUCTION

The West Villages Improvement District (the “District”) is a local unit of special-purpose government with portions located in the City of North Port, Florida (the “City”) within Sarasota County, Florida (the “County”). The District was created in June 2004 by Chapter 2004-456, Laws of Florida, a special act of the Florida Legislature (the “Act”). The Act provides legal authority for the District to finance the acquisition, construction, operation, and maintenance of the public infrastructure improvements authorized by the Act. In order to address its authorized purpose, the District has and continues to create separate Units of Development. This Master Special Assessment Methodology Report (the “Master Report”) applies exclusively to Unit of Development No. 11 (“Unit No. 11”) of the District and the plan of development which currently contemplates a total of 825 residential dwelling units of varying product types.

Unit No. 11 includes approximately 505.61+/- acres and was created by the District to acquire and construct public infrastructure improvements designed to provide special benefit to the lands within Unit No. 11 (the "Unit No. 11 Improvements"). The West Villages Improvement District Unit of Development No. 11 Master Engineer’s Report dated January 9, 2025 (the "Engineer's Report") was prepared by Dewberry Engineers Inc., 2201 Cantu Court, Suite 107, Sarasota, Florida (the “District Engineer”), and sets forth the Unit No. 11 Improvements including earthwork; stormwater improvements; water and sewer facilities; irrigation facilities; and consulting and contingencies (collectively, the “Project”). The total estimated costs of the Project are \$72,996,250.

The District could issue up to approximately \$90,000,000 of Capital Improvement Revenue Bonds (the “Bonds”) if the District were to finance the entire Project, as described in the Engineer’s Report. It is expected that the District will finance only a portion of the Project with the issuance of Bonds in one or more series.

This Master Report will equitably allocate the costs being incurred by the District to provide the Unit No. 11 Improvements to the assessable lands within Unit No. 11 in the District. The implementation of the Project will convey special and peculiar benefits to the assessable properties within Unit No. 11 in the District. The Bonds issued to finance the Project will be repaid through the levy of non-ad valorem special assessments on all assessable property within Unit No. 11.

2.0 PROJECTS TO BE FUNDED BY THE DISTRICT

The Project as designed is an integrated system of facilities that provides specific benefits to all of the assessable lands within Unit No. 11. The total cost of the Project is currently estimated to be \$72,996,250. A detail of the estimated Project costs is included herein on **Table A**.

Since it is contemplated that the Project will be developed in phases, the Project has been designed to be functional and confer special benefits to all landowners within Unit No. 11, prior to all phases being completed. Under such a phasing plan, each phase or portion of the Project can be financed independently of the other phases. As the finance program is implemented, supplemental methodology reports will be issued detailing the particulars of a specific bond issue. The supplemental report(s) will apply the principles set forth herein to determine the specific assessments required to repay the bonds issued to fund the then current development program.

The Project area consists of approximately 505.61 gross acres of land and is anticipated to include approximately 825 residential units of various unit types as outlined on **Table C**.

The Bonds, when issued will be repaid through the levy of non-ad valorem special assessments on all assessable property within Unit No. 11. Any portion of the Project not financed through the issuance of the Bonds will be paid for by Neal Communities of Southwest Florida, LLC or its successors or assigns (collectively, the “Developer”).

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

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction or acquisition, of all or a portion of the Project, the District will impose non-ad valorem special assessments on benefited real property within Unit No. 11. These assessments are based on the special and peculiar benefits accruing to such property from the improvements comprising the Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible.

In summary, special assessments may be levied: (1) for facilities which provide special benefits to property as distinct from general benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by the properties, and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments placed upon various benefited properties in Unit No. 11 must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Project. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

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

- A.** Allocation of Benefit: Each parcel of land, lot and/or unit within Unit No. 11 in the District benefits from the construction and financing of the proposed improvements.
- B.** Allocation of Cost/Debt: The special assessments imposed on each parcel of land, lot and/or unit within Unit No. 11 cannot exceed the value of the benefits provided to such parcel of land, lot and/or unit.

Upon the sale of the proposed Bonds, the District’s debt will be allocated to the gross acreage within Unit No. 11 which totals approximately 505.61+/- acres and upon platting, to each platted parcel and/or residential dwelling unit/lot in Unit No. 11 on an Equivalent Residential Unit (“*ERU*”) basis and on the remaining unplatted land on an equal acreage basis. As platting occurs the debt assessments will be assigned on a first platted first assessed basis to platted parcels and residential dwelling units/lots receiving property folio numbers; and allocated on an *ERU* basis as shown herein on **Table C** and **Table F**. For the purpose of this Master Report each 52’ single family residential dwelling unit will be the base unit upon which other product types will be compared to and has been assigned a 1.04

ERU. Any Front Footage (“FF”) product type not specifically stated in this Master Report will be assigned an *ERU* Factor based on the FF of such new product using 52’ as the baseline. (Refer to **Table C** attached hereto for proposed *ERU* Factors.)

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

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

5.0 COLLECTION OF SPECIAL ASSESSMENTS

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

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

6.0 FINANCING STRUCTURE

The estimated cost of construction for the Project is \$72,996,250. The construction program and the costs associated with Unit No. 11 are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Project are assumed to be financed by the Bonds which, when issued, will be payable from and secured by special assessments levied annually against all assessable properties within Unit No. 11 in the District which totals approximately 505.61+/- acres. Based on current market conditions the total aggregate principal amount of the Bonds (approximately \$90,000,000) for Unit No. 11 is shown herein on **Table B**. The proceeds of the Bonds will provide a maximum of approximately \$72,996,250 for construction related costs. The sizing of the Bonds is assumed to include capitalized interest, if so required, a debt service reserve fund equal to the maximum annual debt service and issuance costs as shown herein on **Table B**. (Note: The District may not issue the total Par Debt of \$90,000,000 referenced in this Master Report.)

7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISM

Allocation of costs and debt, shown herein on **Table C** and **Table D**, for the infrastructure improvements financed by the District for the Project (estimated at \$72,996,250) is initially based on the estimated number of product types and residential dwelling units (825) projected to be constructed within Unit No. 11 in the District and benefited by the infrastructure improvements comprising the

Project. Based on a Bond size of approximately \$90,000,000 at an assumed interest rate of 8.00% the estimated annual debt service on the Unit No. 11 Bonds will be approximately \$7,994,469 which has not been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

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

A. Assume that the total number of *ERUs* relative to the Project is at least 865.02.

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

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

If the sum of the *ERUs* associated with the Total Assessable Units/Lots are equal to 865.02, then no action would be required at that time. However, if the sum of the *ERUs* associated with the Total Assessable Units/Lots is less than 865.02, then the Developer will be obligated to remit to the District an amount of money sufficient to enable the District to retire an amount of proposed Bonds such that the amount of debt service allocated to each *ERU* associated with the Total Assessable Units/Lots does not exceed the amounts set forth in **Table D**. Conversely, if the sum of the *ERUs* associated with the Total Assessable Units/Lots is more than 865.02 after the filing of the final plat for the Project, then the District shall equitably reallocate the assessments resulting in a reduction in the par debt allocations per unit type set forth in **Table D**.

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

In the event that additional land is annexed into Unit No. 11 which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

As previously described in this Master Report, the debt associated with the District’s improvement plan will be initially distributed on an equal acreage basis on all of the benefiting acreage within Unit No. 11 in the District as outlined herein on **Table F** and **Exhibit “A”** attached hereto. As plats are approved, parcels and/or lot/units within Unit No. 11 will be assessed in the manner described herein.

The lands within Unit No. 11 consist of approximately 505.61+/- acres as described in **Exhibit “A”** attached hereto. As of the date of this Master Report, Unit No. 11 is unplatted. The anticipated par amount of Bonds to be issued by the District to pay for the Project is approximately \$90,000,000. Prior to final plat approval the assessments levied against the lands within Unit No. 11 in the District will be apportioned on a gross acre basis. Therefore, each gross acre of land in Unit No. 11 in the District will be assessed a maximum of approximately \$16,821 annually as outlined herein on **Table F**. When fully developed, Unit No. 11 is expected to contain approximately 825 residential dwelling units of varying product types.

9.0 ADDITIONAL STIPULATIONS

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

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

TABLE A

PROJECT COST ESTIMATES

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 11**

	Offsite Irrigation Water Extension	Boca Royale East Phases 1A-1C	Boca Royale East Phases 2A-2B	Total
EARTHWORK	\$ 640,000	\$ 38,750,000	\$ 8,445,000	\$ 47,835,000
MASTER IRRIGATION	\$ 580,000	\$ -	\$ -	\$ 580,000
DRAINAGE AND WATER MANAGEMENT	\$ -	\$ 3,660,000	\$ 925,000	\$ 4,585,000
POTABLE WATER	\$ -	\$ 2,860,000	\$ 1,010,000	\$ 3,870,000
WASTEWATER	\$ -	\$ 5,115,000	\$ 1,490,000	\$ 6,605,000
PROFESSIONAL SERVICES	\$ 183,000	\$ 7,557,750	\$ 1,780,500	\$ 9,521,250
Total	\$ 1,403,000	\$ 57,942,750	\$ 13,650,500	\$ 72,996,250

TABLE B

BOND SIZING

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 11**

	BOND SIZING
Par Amount*	\$ 90,000,000 *
Debt Service Reserve Fund (DSRF)	\$ (7,994,469)
Capitalized Interest (12 months)	\$ (7,200,000)
Issuance Costs	\$ (1,809,281)
Construction Funds	\$ 72,996,250
Bond Interest Rate	8.00%
Principal Amortization Period (Years)	30

*Subject to change at final bond pricing

TABLE C

ALLOCATION OF PROJECT COSTS

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 11**

Product	Number of Units by Type	ERU Factor*	Total ERUs	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
Villa	170	0.75	127.50	\$ 10,759,314	\$ 63,290
Single-Family 45'	172	0.90	154.80	\$ 13,063,073	\$ 75,948
Single-Family 52'	72	1.04	74.88	\$ 6,318,882	\$ 87,762
Single-Family 57'	280	1.14	319.20	\$ 26,936,259	\$ 96,201
Single-Family 72'	131	1.44	188.64	\$ 15,918,722	\$ 121,517
Total	825	N/A	865.02	\$ 72,996,250	N/A

*Rounded

TABLE D

ALLOCATION OF BOND DEBT

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 11**

Product	Number of Units by Type	ERU Factor*	Total ERUs	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
Villa	170	0.75	127.50	\$ 13,265,589	\$ 78,033
Single-Family 45'	172	0.90	154.80	\$ 16,105,986	\$ 93,639
Single-Family 52'	72	1.04	74.88	\$ 7,790,803	\$ 108,206
Single-Family 57'	280	1.14	319.20	\$ 33,210,793	\$ 118,610
Single-Family 72'	131	1.44	188.64	\$ 19,626,829	\$ 149,823
Total	825	N/A	865.02	\$ 90,000,000	N/A

*Rounded

TABLE E

CALCULATION OF ANNUAL DEBT SERVICE

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 11**

	2025 Series Bond Debt
1 Maximum Annual Debt Service	\$ 7,994,469.00
2 Maximum Annual Debt Service Assessment to be Collected	\$ 8,504,754.26 *
3 Total Number of Gross Acres	505.610
4 Maximum Annual Debt Service per Gross Acre	\$16,820.78
5 Total Number of Residential Units Planned	825
6 Maximum Annual Debt Service per Unit Type	See Table F

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

TABLE F

ALLOCATION OF DEBT SERVICE ASSESSMENTS

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 11**

Product	Number of Units by Type	ERU Factor*	Total ERUs	**Maximum Annual Debt Assessment Per Unit Type*	**Maximum Annual Debt Assessment Per Unit*
Villa	170	0.75	127.50	\$ 1,253,561.96	\$ 7,373.89
Single-Family 45'	172	0.90	154.80	\$ 1,521,971.70	\$ 8,848.67
Single-Family 52'	72	1.04	74.88	\$ 736,209.57	\$ 10,225.13
Single-Family 57'	280	1.14	319.20	\$ 3,138,329.24	\$ 11,208.32
Single-Family 72'	131	1.44	188.64	\$ 1,854,681.79	\$ 14,157.88
TOTAL	825	N/A	865.02	\$ 8,504,754	N/A

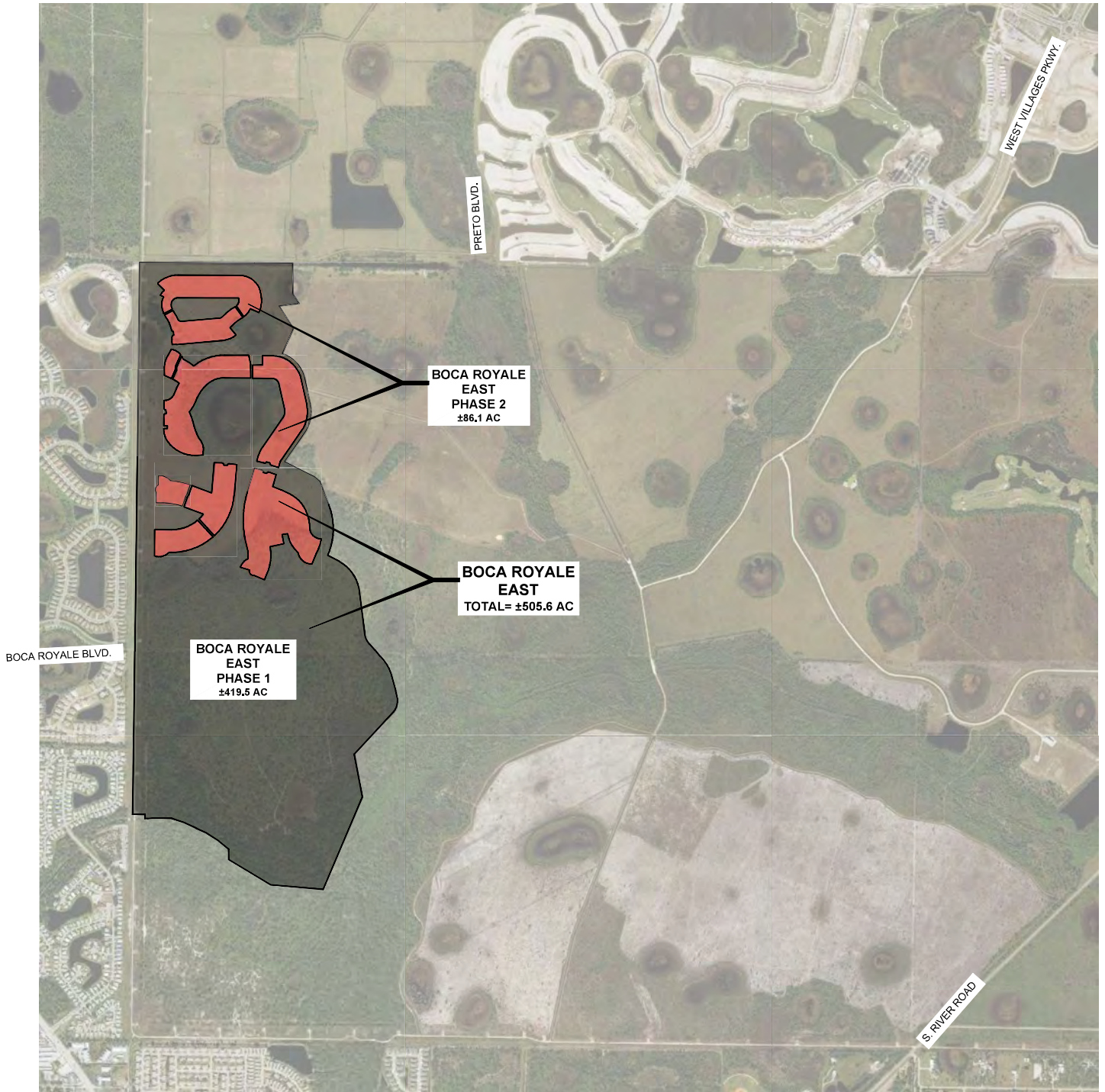
*Rounded

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

Folio ID#'s and/or Parcel Plat Description	Developable Acreage by Parcel	**Maximum Annual Debt Assessment Per Acre*	Par Debt Per Acre	Total Par Debt
Gross Acreage	505.6	\$ 16,820.78	\$ 178,002.81	\$ 90,000,000.00
TOTALS		N/A	N/A	\$ 90,000,000.00

*Rounded

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



**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 11
BOCA ROYALE EAST**

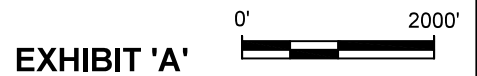


Exhibit "A"

UNIT NO. 11 BOUNDARY

LEGAL DESCRIPTION (BY POINT BREAK SURVEYING)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS ACCORDING TO OFFICIAL RECORDS INSTRUMENT 2014062918 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTIONS 18 AND 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE NORTH $00^{\circ}45'50''$ EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2,651.17 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 18; THENCE NORTH $00^{\circ}36'40''$ EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2,655.20 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH $89^{\circ}38'51''$ EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2,092.37 FEET; THENCE LEAVING SAID NORTH LINE S. $00^{\circ}00'00''$ E., A DISTANCE OF 414.55 FEET; THENCE S. $32^{\circ}39'24''$ E., A DISTANCE OF 159.81 FEET; THENCE S. $83^{\circ}14'28''$ W., A DISTANCE OF 274.84 FEET; THENCE S. $32^{\circ}28'34''$ E., A DISTANCE OF 365.15 FEET; THENCE S. $24^{\circ}04'44''$ W., A DISTANCE OF 375.32 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. $17^{\circ}42'12''$ W., A RADIAL DISTANCE OF 455.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $59^{\circ}53'24''$, A DISTANCE OF 475.60 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S. $12^{\circ}24'13''$ E., A DISTANCE OF 351.33 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. $76^{\circ}50'51''$ W., A RADIAL DISTANCE OF 507.03 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $43^{\circ}59'49''$, A DISTANCE OF 389.34 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S. $34^{\circ}12'19''$ W., A DISTANCE OF 90.38 FEET; THENCE S. $34^{\circ}55'31''$ W., A DISTANCE OF 422.97 FEET; THENCE S. $63^{\circ}22'46''$ E., A DISTANCE OF 454.30 FEET; THENCE S. $49^{\circ}42'48''$ E., A DISTANCE OF 101.45 FEET; THENCE S. $22^{\circ}34'03''$ E., A DISTANCE OF 101.02 FEET; THENCE S. $20^{\circ}03'25''$ E., A DISTANCE OF 232.61 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. $68^{\circ}10'37''$ W., A RADIAL DISTANCE OF 900.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $45^{\circ}23'50''$, A DISTANCE OF 713.10 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S. $56^{\circ}06'42''$ E., A DISTANCE OF 171.47 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. $28^{\circ}21'20''$ W., A RADIAL DISTANCE OF 545.08 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $55^{\circ}06'21''$, A DISTANCE OF 524.25 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S. $07^{\circ}06'47''$ E., A DISTANCE OF 423.04 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 164.03 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 227.13 FEET AND A CENTRAL ANGLE OF $37^{\circ}40'01''$; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 149.32 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. $45^{\circ}39'42''$ W., A RADIAL DISTANCE OF 2,072.08 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $06^{\circ}01'31''$, A DISTANCE OF 217.91 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S. $44^{\circ}11'34''$ W., A RADIAL DISTANCE OF 605.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $31^{\circ}18'52''$, A DISTANCE OF 330.66 FEET; THENCE ALONG A LINE NON-TANGENT TO

Exhibit "A"

SAID CURVE, S.14°28'39"E., A DISTANCE OF 195.78 FEET; THENCE 5.11°47'01"E., A DISTANCE OF 113.15 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.82°41'03"W., A RADIAL DISTANCE OF 235.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 45°53'09", A DISTANCE OF 188.20 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.43°00'36"W., A DISTANCE OF 788.64 FEET; THENCE S.10°26'23"E., A DISTANCE OF 600.46 FEET; THENCE S.23°03'06"W., A DISTANCE OF 1,367.66 FEET; THENCE N.84°52'31"W., A DISTANCE OF 722.42 FEET; THENCE N.58°42'27"W., A DISTANCE OF 666.92 FEET; THENCE N.00°47'09"E., A DISTANCE OF 135.53 FEET; THENCE N.49°50'04"W., A DISTANCE OF 178.34 FEET; THENCE N.56°18'11"W., A DISTANCE OF 190.18 FEET; THENCE N.64°57'23"W., A DISTANCE OF 166.26 FEET; THENCE N.65°14'22"W., A DISTANCE OF 167.94 FEET; THENCE N.70°38'32"W., A DISTANCE OF 189.13 FEET; THENCE N.88°28'31"W., A DISTANCE OF 211.61 FEET; THENCE S.86°45'40"W., A DISTANCE OF 125.61 FEET; THENCE N.89°12'51"W., A DISTANCE OF 30.00 FEET; THENCE N.00°47'09"E., A DISTANCE OF 54.02 FEET; THENCE N.89°12'51"W., TO WEST LINE OF NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, A DISTANCE OF 170.03 FEET; THENCE NORTH 00°47'09" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2,227.97 FEET TO THE POINT OF BEGINNING

CONTAINING 505.61 ACRES, MORE OR LESS.

RESOLUTION 2025-09

A RESOLUTION AUTHORIZING THE DISTRICT'S SERIES 2025 PROJECT FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY WITHIN UNIT OF DEVELOPMENT NO. 11 OF THE DISTRICT SPECIALLY BENEFITED BY SUCH SERIES 2025 PROJECT TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170 AND 197, FLORIDA STATUTES, AND CHAPTER 2004-456, LAWS OF FLORIDA, AS AMENDED; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE CAPITAL IMPROVEMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES AND OTHER EXEMPT ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the West Villages Improvement District ("District") previously indicated its intention to construct certain types of infrastructure improvements within Unit of Development No. 11 ("Unit No. 11") within the District, and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

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

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

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

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

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

(b) The District is authorized by Chapter 2004-456, *Laws of Florida*, as amended, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct public roadways, including thoroughfares, arterial, collector, or local streets, drainage and stormwater improvements, water and sewer facilities, irrigation facilities, public roadway landscape, lighting, signage, and furnishings, entry features and other infrastructure improvements and services necessitated by the development of, and serving lands within, Unit No. 11 within the District.

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

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the “Series 2025 Project,” the nature and location of which was initially described in Resolution 2025-02 and is shown in the District’s *Unit of Development No. 11 Master Engineer’s Report*, dated January 9, 2025, and which Series 2025 Project’s plans and specifications are on file in the offices of the District Manager located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410 and at the District’s local records office located at 19503 S. West Villages Parkway #A3, Venice, Florida 34293; (ii) the cost of such Series 2025 Project be assessed against the lands within Unit No. 11 specially benefited by such Series 2025 Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Series 2025 Project, the levying of such Special Assessments (as herein defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay a portion of the costs of the Series 2025 Project which are to be assessed against the benefitted properties within Unit No. 11, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its Capital Improvement Revenue Bonds, in one or more series, including but not limited to its Series 2025 Capital Improvement Revenue Bonds (the “Series 2025 Bonds”).

(g) By Resolution 2025-02, the Board determined to provide the Series 2025 Project and to defray the costs thereof by making special assessments on benefitted property within Unit No. 11 and expressed an intention to issue the Series 2025 Bonds to provide a portion of the funds needed for the Series 2025 Project prior to the collection of such Special Assessments. Resolution 2025-02 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2025-02, said Resolution 2025-02 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2025-02, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2025-03 fixing the time and place of a public hearing at which owners of the property within Unit No. 11 that are to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of making the infrastructure improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel within Unit No. 11 and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended.

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

(l) On February 13, 2025, at the public hearing, at the time and place specified in the resolution and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Series 2025 Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the estimated costs of the Series 2025 Project are as specified in that certain *Unit of Development No. 11 Master Engineer's Report*, dated January 9, 2025, attached hereto as **Exhibit A** and incorporated herein by this reference (the "Engineer's Report"), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Series 2025 Project against the properties specially benefited thereby within Unit No. 11 using the method determined by the Board set forth in that certain final *Unit of Development No. 11 Master Special Assessment Methodology Report*, dated January 9, 2025, attached hereto as **Exhibit B** and incorporated herein by this reference (the "Master Assessment Methodology Report"), which results in the Special

Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Series 2025 Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in **Exhibit B**; and

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

SECTION 3. AUTHORIZATION OF DISTRICT SERIES 2025 PROJECT. That certain Series 2025 Project for construction of infrastructure improvements initially described in Resolution 2025-02, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of a series of bonds, including the Series 2025 Bonds, referred to herein.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Series 2025 Project and the costs to be paid by Special Assessments on all specially benefited property within Unit No. 11 are set forth in **Exhibits A and B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments on the parcels within Unit No. 11 specially benefited by the Series 2025 Project, all as specified in the final assessment roll set forth in **Exhibit B**, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments, as reflected in **Exhibit B**, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Series 2025 Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a Series 2025 Project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Series 2025 Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Series 2025 Project has been determined, the term “Special Assessment” shall, with respect to each parcel, mean the sum of the costs of the Series 2025 Project.

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

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Series 2025 Project and the adoption by the Board of a resolution accepting the Series 2025 Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time, subsequent to thirty (30) days after the Series 2025 Project has been completed and a resolution accepting the Series 2025 Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments at any time, or a portion of the remaining balance of the Special Assessment one time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

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

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

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Sarasota County who may notify each owner of a lot or parcel within Unit No. 11 of the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Master Assessment Methodology Report, attached hereto as **Exhibit B**, there may be required from time to time certain true-up payments. As parcels of land or lots are platted within Unit No. 11, the Special Assessments securing the Series 2025 Bonds shall be allocated as set forth in the Master Assessment Methodology Report. In furtherance thereof, at such time as parcels or land or lots are platted within Unit No. 11, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within Unit No. 11 of the District, as the boundaries of such unit may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Special Assessments to be reallocated to the units within Unit No. 11 being platted and the remaining property in accordance with **Exhibit B**, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable acres within Unit No. 11.

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

(c) The foregoing is based on the District's understanding with the landowner, that it intends to develop the ERUs within Unit No. 11 shown in **Exhibit B**, on the net developable acres within such unit, and is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if fewer ERUs are developed within Unit No. 11. However, no action by the District prohibits more than the maximum ERU's shown in **Exhibit B** from being developed within Unit No. 11. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Series 2025 Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in Unit No. 11 of the District. If the strict application of the True-Up Methodology to any assessment

reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Series 2025 Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres within Unit No. 11, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

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

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

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments relative to Unit No. 11 in the Official Records of Sarasota County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of such unit.

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

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

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

PASSED AND ADOPTED this 13th day of February 2025.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: *Unit of Development No. 11 Master Engineer's Report, dated January 9, 2025*

Exhibit B: *Unit of Development No. 11 Master Special Assessment Methodology Report, dated
January 9, 2025*

Exhibit A

Unit of Development No. 11 Master Engineer's Report, dated January 9, 2025

Exhibit B

Unit of Development No. 11 Master Special Assessment Methodology Report,
dated January 9, 2025

LOCALiQ

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AFFIDAVIT OF PUBLICATION

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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 Main Legal CLEGL, 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:

01/22/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/22/2025

Kegan Moran
Legal Clerk

Kaitlyn Felty
Notary, State of WI, County of Brown

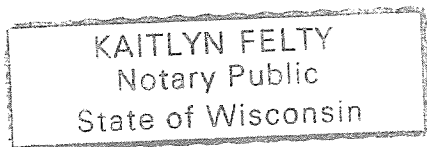
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NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE WEST VILLAGES IMPROVEMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA STATUTES, BY THE WEST VILLAGES IMPROVEMENT DISTRICT

NOTICE OF MEETING OF THE WEST VILLAGES IMPROVEMENT DISTRICT

The Board of Supervisors (the "Board") of the West Villages Improvement District (the "District") will hold a public hearing on **February 13, 2025, at 10:00 A.M.**, via teleconference communications media technology and in person at the Chambers of the City of North Port, 4970 City Hall Boulevard, North Port, Florida 34286. The public hearing is being held to consider the adoption of an assessment roll, the imposition of special assessments to secure proposed bonds on benefited lands within Unit of Development No. 12 within the District ("Unit No. 12"), a depiction of which lands to be assessed is shown below, and to provide for the levy, collection and enforcement of the special assessments.

The public hearing 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 may be obtained by contacting the office of the District Manager, Special District Services, Inc., located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, during normal business hours, or by visiting the District's website, www.westvillagesid.org. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

The streets and areas to be improved are depicted below and in the District's preliminary Unit of Development No. 12 Master Engineer's Report, dated January 9, 2025 (the "Capital Improvement Plan"). The public hearing is being conducted pursuant to Chapters 170 and 197, Florida Statutes, and Chapter 2004-456, Laws of Florida, as amended. A description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by contacting the District Manager, Special District Services, Inc., at 2501-A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922.

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvements (the "Improvements") planned for Unit No. 12 are currently expected to include, but are not limited to, public roadways, including thoroughfares, arterial, collector, or local streets, drainage and stormwater improvements, water and sewer facilities, irrigation facilities, public roadway landscape, lighting, signage and furnishings, entry features, and other improvements, all as more specifically described in the Capital Improvement Plan, on file and available during normal business hours at the address provided above.

The District intends to impose assessments on all assessable, benefited lands within Unit No. 12 of the District in the manner set forth in the District's preliminary Unit of Development No. 12 Master Special Assessment Methodology Report, dated January 9, 2025 (the "Assessment Report"), which is on file and available during normal business hours at the address provided above. The annual principal assessment levied against each parcel will be based on repayment over a maximum of thirty (30) years for the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$81,000,000 in debt to be assessed by the District, inclusive of the estimated cost of the Improvements, plus financing-related costs, capitalized interest, and debt service reserve. The proposed schedule of assessments is as follows:

Neighbourhood	Product	Number of Units by Type	ERY Factor*	Total ERUs	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
Bexley	Townhome 20'	30	0.40	12.00	\$ 1,157,377	\$ 38,579
Bexley	Townhome 26'	30	0.52	15.60	\$ 1,504,591	\$ 50,153
Bexley	Duplex 33'	25	0.66	16.50	\$ 1,591,394	\$ 63,656
Bexley	Single-Family 55'	90	1.10	99.00	\$ 9,548,363	\$ 106,093
Bexley	Single-Family 70'	50	1.40	70.00	\$ 6,751,368	\$ 135,027
Oakbend	Single-Family 50'	92	1.00	92.00	\$ 8,873,226	\$ 96,448
Oakbend	Single-Family 60'	89	1.20	106.80	\$ 10,300,658	\$ 115,738
Westlake	Single-Family 52'	70	1.04	72.80	\$ 7,021,423	\$ 100,306
Westlake	Single-Family 75'	51	1.50	76.50	\$ 7,378,281	\$ 144,672
Westlake	6-Plex Carriage	90	0.50	45.00	\$ 4,340,165	\$ 48,224
Westlake	8-Plex Carriage	24	0.45	10.80	\$ 1,041,640	\$ 43,402
Westlake	30-Unit Building	180	0.40	72.00	\$ 6,944,264	\$ 38,579
	Total	821	N/A	689.00	\$ 66,452,750	N/A

*Rounded

The assessments may be prepaid in whole at any time, or in some instances in part, or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the Improvements. These annual assessments will be collected on the Sarasota County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners within Unit No. 12 have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Also, on February 13, 2025, at the same time and location as referenced above, the Board will hold a public meeting to consider business that may lawfully be considered by the District. A copy of the agenda and information on how to access the teleconference platform for this meeting may be obtained by contacting the office of the District Manager, Special District Services, Inc., located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, during normal business hours, or by visiting the District's website, www.westvillagesid.org. The meeting and public hearing is open to the public and will be conducted in accordance with the provisions of Florida law.

Note that the teleconference platform is being provided by the District as a courtesy to members of the public who desire to listen to the meeting remotely, but attendees utilizing the teleconference platform will not be able to participate in the public hearing or meeting. Any person

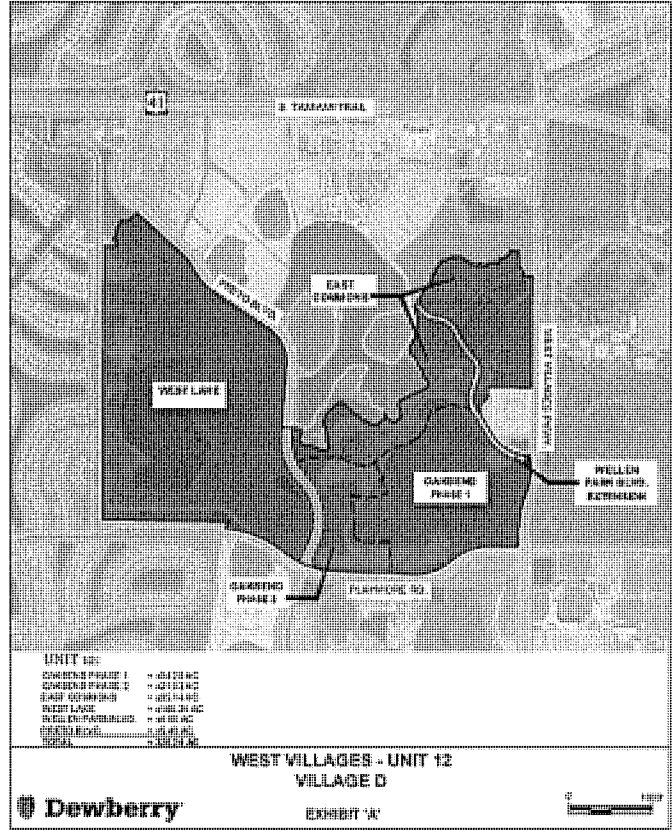
utilizing the teleconference platform desiring to provide public comments at such public hearing and/or meeting must attend in person.

There may be occasions when one or more Supervisors and staff will participate by telephone. At the above location will be present a speaker telephone so that any interested person can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The public hearing and/or meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at the meeting or hearing because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

WEST VILLAGES IMPROVEMENT DISTRICT – UNIT NO. 12



RESOLUTION 2025-06

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT DECLARING SPECIAL ASSESSMENTS RELATIVE TO UNIT OF DEVELOPMENT NO. 12 WITHIN THE DISTRICT; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the "Board") of the West Villages Improvement District (the "District") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or

extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "Improvements") within Unit of Development No. 12 ("Unit No. 12") as described in the District's preliminary Unit of Development No. 12 Master Engineer's Report, dated January 9, 2025, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by imposing, levying, and collecting non-ad valorem special assessments pursuant to Chapters 170 and 197, Florida Statutes, and Chapter 2004-456, Laws of Florida, as amended (the "Assessments"); and

WHEREAS, the District is empowered by Chapters 170 and 197, Florida Statutes, and Chapter 2004-456, Laws of Florida, as amended, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the assessable real property located within Unit No. 12, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in the District's preliminary Unit of Development No. 12 Master Special Assessment Methodology Report, dated January 9, 2025, attached hereto as Exhibit B and incorporated herein by reference and on file at 2501-A Burns Road, Palm Beach Gardens, Florida 33410 and 19503 S. West Villages Parkway #A3, Venice, Florida 34293 (collectively, the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the assessable real property located within Unit No. 12.

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

- Assessments shall be levied to defray the cost of the Improvements.
- The nature and general location of, and plans and specifications for, the Improvements planned for Unit No. 12 are described in Exhibit A, which is on file at the District Records Office. Exhibit B is also on file and available for public inspection at the same location.
- The total estimated cost of the Improvements is \$66,452,750 (the "Estimated Cost").
- The Assessments will defray approximately \$81,000,000 which includes the Estimated Cost, plus financing-related costs, capitalized interest, and debt service reserve.
- The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B, including provisions for supplemental assessment resolutions.
- The Assessments shall be levied on all lots and lands within Unit No. 12 adjoining and contiguous or bounding and abutting upon such improvements or specially benefited thereby and further designated by the assessment plat hereinafter provided.
- There is on file, at the District Records Office, an assessment plat showing the real property within Unit No. 12 within the District to be assessed, with certain plans and specifications describing the improvements and the Estimated Cost of the Improvements, all of which shall be open to inspection by the public.
- Commencing with the year in which the Assessments are certified for collection, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
- The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit B hereto, which shows the lots and lands within Unit No. 12 to be assessed, the amount of benefit to and the Assessments against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
- The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefor, or the amount thereof to be assessed against each property as improved.
- The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Sarasota County and to provide such other notice as may be required by law or desired in the best interests of the District.
- This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 9th day of January 2025.

ATTEST: WEST VILLAGES IMPROVEMENT DISTRICT
 /s/ Secretary/Assistant Secretary /s/ Chairman, Board of Supervisors

Exhibit A: Preliminary Unit of Development No. 12 Master Engineer's Report, dated January 9, 2025
 Exhibit B: Preliminary Unit of Development No. 12 Master Special Assessment Methodology Report, dated January 9, 2025

WEST VILLAGES IMPROVEMENT DISTRICT - UNIT NO. 12

www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 01/22/25 & 01/29/25

REFERENCE NO. 50185053

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WEST VILLAGES IMPROVEMENT DISTRICT

Unit of Development No. 12
Master Engineer's Report

JANUARY 9, 2025



SUBMITTED BY

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

SUBMITTED TO

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

Master Engineer’s Report

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Aerial Location Map	Exhibit A
Unit 12 Sketch & Legal Description	Exhibit B

1. GENERAL

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

2. PURPOSE AND SCOPE

The purpose of this Master Engineer’s Report (“Report”) is to present the nature and extent of the improvements that may be constructed or acquired by WVID for and on behalf of the Unit of Development No. 12 (“Unit No. 12” or “Project”). These improvements will thereafter be owned, operated, and/or maintained by either WVID or another legally empowered governmental entity.

The text of this Report generally describes the existing land within Unit No. 12 and the proposed improvements and recommendations. This Report is not intended to be used for exact representation or for construction purposes since detailed construction documents for all of the proposed improvements have not yet been finalized.

3. LANDS IN UNIT OF DEVELOPMENT NO. 12

An Aerial Location Map showing the location of Unit No. 12 is included as Exhibit A. The legal description(s) and sketch(es) are included as Exhibit B and reflect the lands included in Unit No. 12. These lands total approximately 320.24 acres.

4. EXISTING CONDITIONS

4.1 Topography

The area within Unit No. 12 is relatively flat with site elevations ranging from approximately nine (9) feet to fifteen (15) feet. The land within Unit No. 12 is primarily undeveloped pasture and rangelands, upland pine flatwood, and wetlands.

4.2 Soil and Vegetation

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

The property within Unit No. 12 currently consists of various vegetative communities comprised of both upland and wetland habitats. Several of the vegetation communities have been modified as a result of onsite agricultural activities including ditching and fire suppression. Areas that were historically extensive open forests or wiregrass prairies have since become heavily forested or have been cleared for cattle grazing and commercial nursery. Extensive ditching has also altered the hydrology of several of the wetland systems onsite, particularly where the ditches bisect wetlands or are adjacent to wetlands.

4.3 Land Use and Zoning

Unit No. 12 is located within the City of North Port, Florida (“City”). The land within the boundary of Unit No. 12 is currently being designed and prepared for development review and approval with the City. It is expected that the City will approve uses compatible with the adopted Comprehensive Land Use Plan (“CLUP”).

5. INFRASTRUCTURE PLANS

5.1 Public Infrastructure Improvements

WVID has formed Unit No. 12 to finance infrastructure design and construction to provide public infrastructure for Unit No. 12 and its ultimate property owners.

The improvements for Unit No. 12 will be consistent with the CLUP and implementing ordinances, studies, plans, and may include:

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

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

5.2 Permitting

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

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

The remainder of this page has been left intentionally blank.

Table 5.1 Permitting Status

Permitting Status		
PERMIT	PERMIT NUMBERS	DATE APPROVED
WELLEN PARK BLVD EXTENSION PHASE 1		
SWFWMD ERP	898708 / 43032522.140	10/29/2024
CONP INF - Construction Permit	INF-24-128	12/11/2024
CONP SCP - Construction Permit	SCP-24-129	12/11/2024
FDEP Water Permit	0208589-282-DSGP	10/10/2024
WELLEN PARK BLVD EXTENSION PHASE 2		
SWFWMD ERP	903008	TBD
CONP INF - Construction Permit	INF-24-172	TBD
CONP SCP - Construction Permit	SCP-24-173	TBD
FDEP Water Permit	TBD	TBD
OAKBEND		
SWFWMD ERP	864613 / 43032522.114	06/26/2023
CONP INF - Construction Permit	INF-24-169	TBD
CONP SCP - Construction Permit	SCP-24-170	TBD
FDEP Water Permit	TBD	TBD
FDEP Wastewater Permit	TBD	TBD
EAST COMMON		
SWFWMD ERP	TBD	TBD
CONP INF - Construction Permit	TBD	TBD
CONP SCP - Construction Permit	TBD	TBD
FDEP Water Permit	TBD	TBD
FDEP Wastewater Permit	TBD	TBD
WEST LAKE		
SWFWMD ERP - Mass Grading	TBD	TBD
CONP INF - Construction Permit	TBD	TBD
CONP SCP - Construction Permit	TBD	TBD
SWFWMD ERP - Construction Plans	TBD	TBD
FDEP Water Permit	TBD	TBD
FDEP Wastewater Permit	TBD	TBD
FDEP Wastewater Permit	TBD	TBD

5.3 Estimated Costs of Improvements

Table 5.2 lists the components of the planned improvements for Unit No. 12, together with their estimated costs of design and construction. The table also includes an estimate of administrative, consulting, engineering, legal and other fees, and contingencies associated with the improvements.

Table 5.2 Estimated Costs of Improvements

Estimated Costs of Improvements (See Notes 3)	
IMPROVEMENTS	ESTIMATED COSTS
OFFSITE MASTER IMPROVEMENTS	
Collector and Arterial Roads (See Note 1)	\$21,700,000.00
Wastewater Treatment Plant (Pro Rata Share – See Notes 2)	\$4,100,000.00
Water Treatment Plant (Pro Rata Share – See Notes 2)	\$3,500,000.00
Parks/Government	\$500,000.00
Consultants and Administration (15%)	\$4,470,000.00
Subtotal	\$34,270,000.00
OAKBEND	
Earthwork	\$6,400,000.00
Drainage and Stormwater	\$1,000,000.00
Potable Water	\$905,000.00
Wastewater	\$1,500,000.00
Master Irrigation	\$250,000.00
Consultants and Administration (15%)	\$1,508,250.00
Subtotal	\$11,563,250.00
EAST COMMON	
Earthwork	\$4,000,000.00
Drainage and Stormwater	\$400,000.00
Potable Water	\$350,000.00
Wastewater	\$580,000.00
Master Irrigation	\$250,000.00
Consultants and Administration (15%)	\$837,000.00
Subtotal	\$6,417,000.00
WEST LAKE	
Earthwork	\$8,450,000.00
Drainage and Stormwater	\$1,000,000.00
Potable Water	\$1,100,000.00
Wastewater	\$1,300,000.00
Master Irrigation	\$500,000.00

Consultants and Administration (15%)	\$1,852,500.00
Subtotal	\$14,202,500.00
TOTAL	\$66,452,750.00

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

Note 2 – Costs of the wastewater treatment plant and water treatment plant are Unit No. 12’s estimated pro rata share of the plant’s usage.

Note 3 – Estimates are based on 2024 Dollars.

6. MAINTENANCE RESPONSIBILITIES

6.1 Public Infrastructure Improvements

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

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

7. SUMMARY AND CONCLUSION

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

8. ENGINEER’S CERTIFICATION

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

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



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



UNIT 12:

OAKBEND PHASE 1	= ±64.20 AC
OAKBEND PHASE 2	= ±21.03 AC
EAST COMMONS	= ±65.14 AC
WEST LAKE	= ±160.34 AC
WELLEN PARB BLVD.	= ±4.05 AC
PRETO BLVD.	= ±5.49 AC
TOTAL	= 320.24 AC

**WEST VILLAGES - UNIT 12
VILLAGE D**



EXHIBIT 'A'



EXHIBIT "B"

UNIT NO. 12 BOUNDARY

LEGAL DESCRIPTION (BY STANTEC)

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 RANGLANDS 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 RANGLANDS 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°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°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°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°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°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°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°30'25"W., A DISTANCE OF 35.66 FEET; (2) THENCE N.85°55'11"W., A DISTANCE OF 40.43 FEET; (3) HENCE S.04°20'24"W., A DISTANCE OF 21.35 FEET; (4) THENCE S.85°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°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°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°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°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°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°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°31'49"W., A DISTANCE OF 54.36 FEET; (2) THENCE S.00°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°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°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°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°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°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°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°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°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°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°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°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°05'35"W., A DISTANCE OF 1,251.87 FEET; (2) THENCE S.89°54'47"W., A DISTANCE OF 259.05 FEET; THENCE N.00°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°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°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°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°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°35'30"E., A DISTANCE OF 53.06 FEET; THENCE N.05°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°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°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°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°53'54"E., A DISTANCE OF 70.35 FEET; THENCE N.51°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°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°43'55"E., 62.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; (2) THENCE S.47°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°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°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°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°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°08'47"W., A DISTANCE OF 765.12 FEET; THENCE S.85°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.



Master Special Assessment Methodology Report

WEST VILLAGES IMPROVEMENT DISTRICT
Unit of Development No. 12

January 9, 2025

SPECIAL DISTRICT SERVICES, INC

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

1.0 INTRODUCTION

The West Villages Improvement District (the “District”) is a local unit of special-purpose government with portions located in the City of North Port, Florida (the “City”) within Sarasota County, Florida (the “County”). The District was created in June 2004 by Chapter 2004-456, Laws of Florida, a special act of the Florida Legislature (the “Act”). The Act provides legal authority for the District to finance the acquisition, construction, operation, and maintenance of the public infrastructure improvements authorized by the Act. In order to address its authorized purpose, the District has and continues to create separate Units of Development. This Master Special Assessment Methodology Report (the “Master Report”) applies exclusively to Unit of Development No. 12 (“Unit No. 12”) of the District and the plan of development which currently contemplates a total of 821 residential dwelling units of varying product types.

Unit No. 12 includes approximately 320.24+/- acres and was created by the District to acquire and construct public infrastructure improvements designed to provide special benefit to the lands within Unit No. 12 (the "Unit No. 12 Improvements"). The West Villages Improvement District Unit of Development No. 12 Master Engineer’s Report dated January 9, 2025 (the "Engineer's Report") was prepared by Dewberry Engineers Inc., 2201 Cantu Court, Suite 107, Sarasota, Florida (the “District Engineer”), and sets forth the Unit No. 12 Improvements including earthwork; roadways, stormwater improvements; water and sewer facilities; irrigation facilities; landscaping and streetlighting, and consulting and contingencies (collectively, the “Project”). The total estimated costs of the Project are \$66,452,750.

The District could issue up to approximately \$81,000,000 of Capital Improvement Revenue Bonds (the “Bonds”) if the District were to finance the entire Project, as described in the Engineer’s Report. It is expected that the District will finance only a portion of the Project with the issuance of Bonds in one or more series.

This Master Report will equitably allocate the costs being incurred by the District to provide the Unit No. 12 Improvements to the assessable lands within Unit No. 12 in the District. The implementation of the Project will convey special and peculiar benefits to the assessable properties within Unit No. 12 in the District. The Bonds issued to finance the Project will be repaid through the levy of non-ad valorem special assessments on all assessable property within Unit No. 12.

2.0 PROJECTS TO BE FUNDED BY THE DISTRICT

The Project as designed is an integrated system of facilities that provides specific benefits to all of the assessable lands within Unit No. 12. The total cost of the Project is currently estimated to be \$66,452,750. A detail of the estimated Project costs is included herein on **Table A**.

Since it is contemplated that the Project will be developed in phases, the Project has been designed to be functional and confer special benefits to all landowners within Unit No. 12, prior to all phases being completed. Under such a phasing plan, each phase or portion of the Project can be financed independently of the other phases. As the finance program is implemented, supplemental methodology reports will be issued detailing the particulars of a specific bond issue. The supplemental report(s) will apply the principles set forth herein to determine the specific assessments required to repay the bonds issued to fund the then current development program.

The Project area consists of approximately 320.24 gross acres of land and is anticipated to include approximately 821 residential units of various unit types as outlined on **Table C**.

The Bonds, when issued will be repaid through the levy of non-ad valorem special assessments on all assessable property within Unit No. 12. Any portion of the Project not financed through the issuance of the Bonds will be paid for by Main Street Ranchlands, LLLP or its successors or assigns (collectively, the “Developer”).

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

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction or acquisition, of all or a portion of the Project, the District will impose non-ad valorem special assessments on benefited real property within Unit No. 12. These assessments are based on the special and peculiar benefits accruing to such property from the improvements comprising the Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible.

In summary, special assessments may be levied: (1) for facilities which provide special benefits to property as distinct from general benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by the properties, and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments placed upon various benefited properties in Unit No. 12 must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Project. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

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

- A.** Allocation of Benefit: Each parcel of land, lot and/or unit within Unit No. 12 in the District benefits from the construction and financing of the proposed improvements.
- B.** Allocation of Cost/Debt: The special assessments imposed on each parcel of land, lot and/or unit within Unit No. 12 cannot exceed the value of the benefits provided to such parcel of land, lot and/or unit.

Upon the sale of the proposed Bonds, the District’s debt will be allocated to the gross acreage within Unit No. 12 which totals approximately 320.24+/- acres and upon platting, to each platted parcel and/or residential dwelling unit/lot in Unit No. 12 on an Equivalent Residential Unit (“*ERU*”) basis and on the remaining unplatted land on an equal acreage basis. As platting occurs the debt assessments will be assigned on a first platted first assessed basis to platted parcels and residential dwelling units/lots receiving property folio numbers; and allocated on an *ERU* basis as shown herein on **Table C** and **Table F**. For the purpose of this Master Report each 50’ single family residential dwelling unit will be the base unit upon which other product types will be compared to and has been assigned a 1.00

ERU. Any Front Footage (“FF”) product type not specifically stated in this Master Report will be assigned an *ERU* Factor based on the FF of such new product using 50’ as the baseline. (Refer to **Table C** attached hereto for proposed *ERU* Factors.)

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

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

5.0 COLLECTION OF SPECIAL ASSESSMENTS

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

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

6.0 FINANCING STRUCTURE

The estimated cost of construction for the Project is \$66,452,750. The construction program and the costs associated with Unit No. 12 are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Project are assumed to be financed by the Bonds which, when issued, will be payable from and secured by special assessments levied annually against all assessable properties within Unit No. 12 in the District which totals approximately 320.24+/- acres. Based on current market conditions the total aggregate principal amount of the Bonds (approximately \$81,000,000) for Unit No. 12 is shown herein on **Table B**. The proceeds of the Bonds will provide a maximum of approximately \$66,452,750 for construction related costs. The sizing of the Bonds is assumed to include capitalized interest, if so required, a debt service reserve fund equal to the maximum annual debt service and issuance costs as shown herein on **Table B**. (Note: The District may not issue the total Par Debt of \$81,000,000 referenced in this Master Report.)

7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISM

Allocation of costs and debt, shown herein on **Table C** and **Table D**, for the infrastructure improvements financed by the District for the Project (estimated at \$66,452,750) is initially based on the estimated number of product types and residential dwelling units (821) projected to be constructed within Unit No. 12 in the District and benefited by the infrastructure improvements comprising the

Project. Based on a Bond size of approximately \$81,000,000 at an assumed interest rate of 7.50% the estimated annual debt service on the Unit No. 12 Bonds will be approximately \$6,858,370 which has not been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

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

A. Assume that the total number of *ERUs* relative to the Project is at least 689.

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

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

If the sum of the *ERUs* associated with the Total Assessable Units/Lots are equal to 689, then no action would be required at that time. However, if the sum of the *ERUs* associated with the Total Assessable Units/Lots is less than 689, then the Developer will be obligated to remit to the District an amount of money sufficient to enable the District to retire an amount of proposed Bonds such that the amount of debt service allocated to each *ERU* associated with the Total Assessable Units/Lots does not exceed the amounts set forth in **Table D**. Conversely, if the sum of the *ERUs* associated with the Total Assessable Units/Lots is more than 689 after the filing of the final plat for the Project, then the District shall equitably reallocate the assessments resulting in a reduction in the par debt allocations per unit type set forth in **Table D**.

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

In the event that additional land is annexed into Unit No. 12 which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

As previously described in this Master Report, the debt associated with the District’s improvement plan will be initially distributed on an equal acreage basis on all of the benefiting acreage within Unit No. 12 in the District as outlined herein on **Table F** and **Exhibit “A”** attached hereto. As plats are approved, parcels and/or lot/units within Unit No. 12 will be assessed in the manner described herein.

The lands within Unit No. 12 consist of approximately 320.24+/- acres as described in **Exhibit “A”** attached hereto. As of the date of this Master Report, Unit No. 12 is unplatted. The anticipated par amount of Bonds to be issued by the District to pay for the Project is approximately \$81,000,000. Prior to final plat approval the assessments levied against the lands within Unit No. 12 in the District will be apportioned on a gross acre basis. Therefore, each gross acre of land in Unit No. 12 in the District will be assessed a maximum of approximately \$22,783 annually as outlined herein on **Table F**. When fully developed, Unit No. 12 is expected to contain approximately 821 residential dwelling units of varying product types.

9.0 ADDITIONAL STIPULATIONS

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

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

TABLE A

PROJECT COST ESTIMATES

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12**

	Offsite Master Improvements	Oakbend	East Common	West Lake	Total
EARTHWORK	\$ -	\$ 6,400,000	\$ 4,000,000	\$ 8,450,000	\$ 18,850,000
MASTER IRRIGATION	\$ -	\$ 250,000	\$ 250,000	\$ 500,000	\$ 1,000,000
DRAINAGE AND WATER MANAGEMENT	\$ -	\$ 1,000,000	\$ 400,000	\$ 1,000,000	\$ 2,400,000
POTABLE WATER	\$ -	\$ 905,000	\$ 350,000	\$ 1,100,000	\$ 2,355,000
WASTEWATER	\$ -	\$ 1,500,000	\$ 580,000	\$ 1,300,000	\$ 3,380,000
PROFESSIONAL SERVICES	\$ 4,470,000	\$ 1,508,250	\$ 837,000	\$ 1,852,500	\$ 8,667,750
COLLECTOR AND ARTERIAL ROADS	\$ 21,700,000	\$ -	\$ -	\$ -	\$ 21,700,000
WASTEWATER TREATMENT PLANT	\$ 4,100,000	\$ -	\$ -	\$ -	\$ 4,100,000
WATER TREATMENT PLANT	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 3,500,000
PARKS/GOVERNMENT	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
Total	\$ 34,270,000	\$ 11,563,250	\$ 6,417,000	\$ 14,202,500	\$ 66,452,750

TABLE B

BOND SIZING

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12**

	BOND SIZING
Par Amount*	\$ 81,000,000 *
Debt Service Reserve Fund (DSRF)	\$ (6,858,370)
Capitalized Interest (12 months)	\$ (6,075,000)
Issuance Costs	\$ (1,613,880)
Construction Funds	\$ 66,452,750
Bond Interest Rate	7.50%
Principal Amortization Period (Years)	30

*Subject to change at final bond pricing

TABLE C

ALLOCATION OF PROJECT COSTS

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12**

Neighborhood	Product	Number of Units by Type	ERU Factor*	Total ERUs	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
Bexley	Townhome 20'	30	0.40	12.00	\$ 1,157,377	\$ 38,579
Bexley	Townhome 26'	30	0.52	15.60	\$ 1,504,591	\$ 50,153
Bexley	Duplex 33'	25	0.66	16.50	\$ 1,591,394	\$ 63,656
Bexley	Single-Family 55'	90	1.10	99.00	\$ 9,548,363	\$ 106,093
Bexley	Single-Family 70'	50	1.40	70.00	\$ 6,751,368	\$ 135,027
Oakbend	Single-Family 50'	92	1.00	92.00	\$ 8,873,226	\$ 96,448
Oakbend	Single-Family 60'	89	1.20	106.80	\$ 10,300,658	\$ 115,738
Westlake	Single-Family 52'	70	1.04	72.80	\$ 7,021,423	\$ 100,306
Westlake	Single-Family 75'	51	1.50	76.50	\$ 7,378,281	\$ 144,672
Westlake	6-Plex Carriage	90	0.50	45.00	\$ 4,340,165	\$ 48,224
Westlake	8-Plex Carriage	24	0.45	10.80	\$ 1,041,640	\$ 43,402
Westlake	30 Unit Building	180	0.40	72.00	\$ 6,944,264	\$ 38,579
	Total	821	N/A	689.00	\$ 66,452,750	N/A

*Rounded

TABLE D

ALLOCATION OF BOND DEBT

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12**

Neighborhood	Product	Number of Units by Type	ERU Factor*	Total ERUs	Bond Debt Allocation Per Type	Bond Debt Allocation Per Unit*
Bexley	Townhome 20'	30	0.40	12.00	\$ 1,410,740	\$ 47,025
Bexley	Townhome 26'	30	0.52	15.60	\$ 1,833,962	\$ 61,132
Bexley	Duplex 33'	25	0.66	16.50	\$ 1,939,768	\$ 77,591
Bexley	Single-Family 55'	90	1.10	99.00	\$ 11,638,607	\$ 129,318
Bexley	Single-Family 70'	50	1.40	70.00	\$ 8,229,318	\$ 164,586
Oakbend	Single-Family 50'	92	1.00	92.00	\$ 10,815,675	\$ 117,562
Oakbend	Single-Family 60'	89	1.20	106.80	\$ 12,555,588	\$ 141,074
Westlake	Single-Family 52'	70	1.04	72.80	\$ 8,558,491	\$ 122,264
Westlake	Single-Family 75'	51	1.50	76.50	\$ 8,993,469	\$ 176,343
Westlake	6-Plex Carriage	90	0.50	45.00	\$ 5,290,276	\$ 58,781
Westlake	8-Plex Carriage	24	0.45	10.80	\$ 1,269,666	\$ 52,903
Westlake	30 Unit Building	180	0.40	72.00	\$ 8,464,441	\$ 47,025
	Total	821	N/A	689.00	\$ 81,000,000	N/A

*Rounded

TABLE E

CALCULATION OF ANNUAL DEBT SERVICE

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12**

	2025 Series Bond Debt	
1 Maximum Annual Debt Service	\$ 6,858,370.10	
2 Maximum Annual Debt Service Assessment to be Collected	\$ 7,296,138.40	*
3 Total Number of Gross Acres	320.24	
4 Maximum Annual Debt Service per Gross Acre	\$22,783.34	
5 Total Number of Residential Units Planned	821	
6 Maximum Annual Debt Service per Unit Type	See Table F	

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

TABLE F

ALLOCATION OF DEBT SERVICE ASSESSMENTS

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12**

Neighborhood	Product	Number of Units by Type	ERU Factor*	Total ERUs	**Maximum Annual Debt Assessment Per Unit Type*	**Maximum Annual Debt Assessment Per Unit*
Bexley	Townhome 20'	30	0.40	12.00	\$ 127,073.53	\$ 4,235.78
Bexley	Townhome 26'	30	0.52	15.60	\$ 165,195.59	\$ 5,506.52
Bexley	Duplex 33'	25	0.66	16.50	\$ 174,726.10	\$ 6,989.04
Bexley	Single-Family 55'	90	1.10	99.00	\$ 1,048,356.61	\$ 11,648.41
Bexley	Single-Family 70'	50	1.40	70.00	\$ 741,262.25	\$ 14,825.24
Oakbend	Single-Family 50'	92	1.00	92.00	\$ 974,230.38	\$ 10,589.46
Oakbend	Single-Family 60'	89	1.20	106.80	\$ 1,130,954.40	\$ 12,707.35
Westlake	Single-Family 52'	70	1.04	72.80	\$ 770,912.74	\$ 11,013.04
Westlake	Single-Family 75'	51	1.50	76.50	\$ 810,093.74	\$ 15,884.19
Westlake	6-Plex Carriage	90	0.50	45.00	\$ 476,525.73	\$ 5,294.73
Westlake	8-Plex Carriage	24	0.45	10.80	\$ 114,366.18	\$ 4,765.26
Westlake	30 Unit Building	180	0.40	72.00	\$ 762,441.17	\$ 4,235.78
	TOTAL	821	N/A	689.00	\$ 7,296,138	N/A

*Rounded

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

Folio ID#'s and/or Parcel Plat Description	Developable Acreage by Parcel	**Maximum Annual Debt Assessment Per Acre*	Par Debt Per Acre	Total Par Debt
Gross Acreage	320.24	\$ 22,783.34	\$ 252,935.30	\$81,000,000.00
TOTALS		N/A	N/A	\$81,000,000.00

*Rounded

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



UNIT 12:

OAKBEND PHASE 1	= ±64.20 AC
OAKBEND PHASE 2	= ±21.03 AC
EAST COMMONS	= ±65.14 AC
WEST LAKE	= ±160.34 AC
WELLEN PARK BLVD.	= ±4.05 AC
PRETO BLVD.	= ±5.49 AC
TOTAL	= 320.24 AC

**WEST VILLAGES - UNIT 12
VILLAGE D**



EXHIBIT 'A'



Exhibit "A"

EXHIBIT "B"

UNIT NO. 12 BOUNDARY

LEGAL DESCRIPTION (BY STANTEC)

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

Exhibit "A"

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

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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 RANGLANDS 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 RANGLANDS 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°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°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°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°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°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°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°30'25"W., A DISTANCE OF 35.66 FEET; (2) THENCE N.85°55'11"W., A DISTANCE OF 40.43 FEET; (3) HENCE S.04°20'24"W., A DISTANCE OF 21.35 FEET; (4) THENCE S.85°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°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°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°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°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°39'03"; (8) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A

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DISTANCE OF 397.57 FEET, TO THE END OF SAID CURVE; (9) THENCE S.00°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°31'49"W., A DISTANCE OF 54.36 FEET; (2) THENCE S.00°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°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°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°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°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°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°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°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°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°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°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°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°05'35"W., A DISTANCE OF 1,251.87 FEET; (2) THENCE S.89°54'47"W., A DISTANCE OF 259.05 FEET; THENCE N.00°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°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°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°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°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°35'30"E., A DISTANCE OF 53.06 FEET; THENCE N.05°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°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°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°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°53'54"E., A DISTANCE OF 70.35 FEET; THENCE N.51°24'06"E., A DISTANCE

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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°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°43'55"E., 62.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; (2) THENCE S.47°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°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°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°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°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°08'47"W., A DISTANCE OF 765.12 FEET; THENCE S.85°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.

RESOLUTION 2025-10

A RESOLUTION AUTHORIZING THE DISTRICT'S SERIES 2025 PROJECT FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY WITHIN UNIT OF DEVELOPMENT NO. 12 OF THE DISTRICT SPECIALLY BENEFITED BY SUCH SERIES 2025 PROJECT TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170 AND 197, FLORIDA STATUTES, AND CHAPTER 2004-456, LAWS OF FLORIDA, AS AMENDED; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES AND OTHER EXEMPT ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the West Villages Improvement District ("District") previously indicated its intention to construct certain types of infrastructure improvements within Unit of Development No. 12 ("Unit No. 12") within the District, and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

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

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

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

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

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

(b) The District is authorized by Chapter 2004-456, *Laws of Florida*, as amended, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct public roadways, including thoroughfares, arterial, collector, or local streets, drainage and stormwater improvements, water and sewer facilities, irrigation facilities, public roadway landscape, lighting, signage, and furnishings, entry features, and other infrastructure improvements and services necessitated by the development of, and serving lands within, Unit No. 12 within the District.

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

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the “Series 2025 Project,” the nature and location of which was initially described in Resolution 2025-06 and is shown in the District’s *Unit of Development No. 12 Master Engineer’s Report*, dated January 9, 2025, and which Series 2025 Project’s plans and specifications are on file in the offices of the District Manager located at 2501-A Burns Road, Palm Beach Gardens, Florida 33410 and at the District’s local records office located at 19503 S. West Villages Parkway #A3, Venice, Florida 34293; (ii) the cost of such Series 2025 Project be assessed against the lands within Unit No. 12 specially benefited by such Series 2025 Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Series 2025 Project, the levying of such Special Assessments (as herein defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay a portion of the costs of the Series 2025 Project which are to be assessed against the benefitted properties within Unit No. 12, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Revenue Bonds, in one or more series, including but not limited to its Series 2025 Special Assessment Revenue Bonds (the “Series 2025 Bonds”).

(g) By Resolution 2025-06, the Board determined to provide the Series 2025 Project and to defray the costs thereof by making special assessments on benefitted property within Unit No. 12 and expressed an intention to issue the Series 2025 Bonds to provide a portion of the funds needed for the Series 2025 Project prior to the collection of such Special Assessments. Resolution 2025-06 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2025-06, said Resolution 2025-06 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2025-06, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2025-07 fixing the time and place of a public hearing at which owners of the property within Unit No. 12 that are to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of making the infrastructure improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel within Unit No. 12 and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170 and 197, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended.

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

(l) On February 13, 2025, at the public hearing, at the time and place specified in the resolution and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Series 2025 Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the estimated costs of the Series 2025 Project are as specified in that certain *Unit of Development No. 12 Master Engineer's Report*, dated January 9, 2025, attached hereto as **Exhibit A** and incorporated herein by this reference (the "Engineer's Report"), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Series 2025 Project against the properties specially benefited thereby within Unit No. 12 using the method determined by the Board set forth in that certain final *Unit of Development No. 12 Master Special Assessment Methodology Report*, dated January 9, 2025, attached hereto as **Exhibit B** and incorporated herein by this reference (the "Master Assessment Methodology Report"), which results in the Special

Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Series 2025 Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in **Exhibit B**; and

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

SECTION 3. AUTHORIZATION OF DISTRICT SERIES 2025 PROJECT. That certain Series 2025 Project for construction of infrastructure improvements initially described in Resolution 2025-06, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of a series of bonds, including the Series 2025 Bonds, referred to herein.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Series 2025 Project and the costs to be paid by Special Assessments on all specially benefited property within Unit No. 12 are set forth in **Exhibits A and B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments on the parcels within Unit No. 12 specially benefited by the Series 2025 Project, all as specified in the final assessment roll set forth in **Exhibit B**, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments, as reflected in **Exhibit B**, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Series 2025 Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a Series 2025 Project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Series 2025 Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Series 2025 Project has been determined, the term “Special Assessment” shall, with respect to each parcel, mean the sum of the costs of the Series 2025 Project.

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

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Series 2025 Project and the adoption by the Board of a resolution accepting the Series 2025 Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time, subsequent to thirty (30) days after the Series 2025 Project has been completed and a resolution accepting the Series 2025 Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments at any time, or a portion of the remaining balance of the Special Assessment one time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

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

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

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Sarasota County who may notify each owner of a lot or parcel within Unit No. 12 of the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Master Assessment Methodology Report, attached hereto as **Exhibit B**, there may be required from time to time certain true-up payments. As parcels of land or lots are platted within Unit No. 12, the Special Assessments securing the Series 2025 Bonds shall be allocated as set forth in the Master Assessment Methodology Report. In furtherance thereof, at such time as parcels or land or lots are platted within Unit No. 12, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within Unit No. 12 of the District, as the boundaries of such unit may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Special Assessments to be reallocated to the units within Unit No. 12 being platted and the remaining property in accordance with **Exhibit B**, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable acres within Unit No. 12.

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

(c) The foregoing is based on the District's understanding with the landowner, that it intends to develop the ERUs within Unit No. 12 shown in **Exhibit B**, on the net developable acres within such unit, and is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if fewer ERUs are developed within Unit No. 12. However, no action by the District prohibits more than the maximum ERU's shown in **Exhibit B** from being developed within Unit No. 12. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Series 2025 Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in Unit No. 12 of the District. If the strict application of the True-Up Methodology to any assessment

reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Series 2025 Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres within Unit No. 12, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

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

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

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments relative to Unit No. 12 in the Official Records of Sarasota County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of such unit.

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

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

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

PASSED AND ADOPTED this 13th day of February 2025.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: *Unit of Development No. 12 Master Engineer's Report, dated January 9, 2025*

Exhibit B: *Unit of Development No. 12 Master Special Assessment Methodology Report, dated
January 9, 2025*

Exhibit A

Unit of Development No. 12 Master Engineer's Report, dated January 9, 2025

Exhibit B

*Unit of Development No. 12 Master Special Assessment Methodology Report,
dated January 9, 2025*

NOTICE OF THE WEST VILLAGES IMPROVEMENT DISTRICT
ATTORNEY-CLIENT SESSION

NOTICE IS HEREBY GIVEN that the West Villages Improvement District (the District) will hold an attorney-client session of its Board of Supervisors (the Board) at the Board meeting on February 13, 2025, at 10:00 A.M. in the Chambers Room of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286. The attorney-client session may be continued to a date, time and place approved by the Board on the record without additional publication of notice.

The attorney-client session, which is closed to the public, will be held to discuss settlement negotiations or strategy sessions related to litigation expenditures. This meeting is being held pursuant to Section 286.011(8), Florida Statutes. The following persons are anticipated to be in attendance at the attorney-client session: each of the Districts Board Supervisors who are not otherwise conflicted from such attendance, District Manager William Crosley, District Counsel Lindsay Whelan and Joseph Brown, and a court reporter. The attorney-client session is expected to begin after the commencement of the regularly-scheduled Board meeting and to last approximately thirty (30) minutes. During the attorney-client session the individuals identified above will meet in private. Upon conclusion of the attorney-client session, the public will be invited into the Board meeting, and the Board meeting will continue to consider any business of the District.

District Manager

WEST VILLAGES IMPROVEMENT DISTRICT

www.westvillagesid.org

PUBLISH: SARASOTA HERALD TRIBUNE 02/04/25