



## **WEST VILLAGES IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT  
SARASOTA COUNTY  
REGULAR BOARD MEETING  
JANUARY 8, 2026  
1:00 P.M.**

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

[www.westvillagesid.org](http://www.westvillagesid.org)  
561.630.4922 Telephone  
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**AGENDA**  
**WEST VILLAGES IMPROVEMENT DISTRICT**  
12260 Everglow Drive, Suite C-4  
Venice, Florida 34293  
**REGULAR BOARD MEETING**  
January 8, 2026  
1:00 p.m.

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Publication Date  
2025-12-30

Subcategory  
Miscellaneous Notices

**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 January 8, 2026, at 1:00 P.M. via telephone communication and at 12260 Everglow Drive, Suite C-4, Venice, Florida 34293.

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](http://www.westvillagesid.org) or by contacting the office of the District Manager, Special District Services, Inc., located at 2501A 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 meeting. Any person desiring to provide public comments at such 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](http://www.westvillagesid.org)

PUBLISH: SARASOTA HERALD TRIBUNE 12/30/25

**Remarks by WVID Chairman John Luczynski**  
**Public Decorum at WVID Board of Supervisors Meetings**  
*Draft: February 19, 2025*

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 guidelines governing decorum at public meetings and workshops, particularly when addressing the Board of Supervisors. However, outbursts during meetings 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 office may declare a recess and contact local law enforcement. If a person does not immediately leave the premise, the presiding office 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.

**WEST VILLAGES IMPROVEMENT DISTRICT  
REGULAR BOARD MEETING  
NOVEMBER 13, 2025**

**A. CALL TO ORDER**

The November 13, 2025, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 1:02 p.m. in the Chambers Room at the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed the notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on November 4, 2025.

**C. ESTABLISH A QUORUM**

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

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

District Manager	William Crosley	Special District Services, Inc.
District Manager	Todd Wodraska	Special District Services, Inc.
District Manager	Michelle Krizen	Special District Services, Inc.
District Operations Manager	Kyle Wilson	Special District Services, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
District Engineer	Giacomo Licari	Stantec

**D. DISCUSSION REGARDING PUBLIC DECORUM AT BOARD MEETINGS**

Chairman Luczynski read aloud the Public Decorum Policy.

**E. COMMENTS FROM THE PUBLIC ON ALL AGENDA ITEMS**

Bill Kelly, President of the Gran Paradiso Property Owners Association, commented that WVID staff members Manager William Crosley, Operations Manager Kyle Wilson, Engineer Giacomo Licari had been very good partners in recent months. Mr. Kelly also stated that he and the current Gran Paradiso Property Owners Association Board of Directors had worked hard to foster a good working relationship with the WVID staff and he hopes that this relationship continues in this positive manner in the future.

**F. APPROVAL OF MINUTES**

**1. September 24, 2025, GPPOA Workshop Meeting**

The minutes of the September 24, 2025, GPPOA Workshop Meeting were presented for Board consideration.

**A MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the minutes of the September 24, 2025, GPPOA Workshop Meeting, as presented.

## **2. October 9, 2025, Audit Committee Meeting**

The minutes of the October 9, 2025, Audit Committee Meeting were presented for Board consideration.

**A MOTION** was made by Ms. Masney, seconded by Mr. Buckley and passed unanimously approving the minutes of the October 9, 2025, Audit Committee Meeting, as presented.

## **3. October 22, 2025, Regular Board Meeting**

The minutes of the October 22, 2025, Regular Board Meeting were presented for Board consideration.

**A MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously approving the minutes of the October 22, 2025, Regular Board Meeting, as presented.

## **G. GENERAL DISTRICT MATTERS**

### **1. Consider Resolution No. 2025-36 – Adopting a Fiscal Year 2024/2025 Amended Budget**

This item will be considered at the November 24, 2025 special Board meeting.

## **H. UNIT OF DEVELOPMENT NO. 1**

### **1. Consider Resolution No. 2025-37 – Confirming District’s Extension of Prequalification of Certain Construction and Maintenance Contractors**

Mr. Crosley presented Resolution No. 2025-37, entitled:

#### **RESOLUTION 2025-37**

#### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT CONFIRMING THE DISTRICT’S EXTENSION OF THE PREQUALIFICATION OF CERTAIN CONSTRUCTION AND MAINTENANCE CONTRACTORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Crosley explained that this resolution extends the prequalification for Ajax Paving, The Demoya Group, Frederick Derr & Company, Woodruff & Sons, Shipps Excavating, Brightview Landscape Services, Hoover Pumping Systems, and Juniper Landscaping of Florida, through May 19, 2027, subject to an additional 2-year extension.

AMC Contracting will be extended through March 14, 2027, subject to an additional 2-year extension.

Artistree Landscape Maintenance and Design, Impact Landscaping, Sunny Grove Landscaping, Yellowstone Landscaping, Aquagenix, Cross Creek Environmental, Eco Logical Services, are valid until October 10, 2027, subject to an additional 2-year extension.

A MOTION was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2025-37, as presented.

**I. UNIT OF DEVELOPMENT NO. 2**

**1. Consider Resolution No. 2025-38 – Ratifying Staff's Actions Relative to Thomas 167 Property Delinquent Assessment Settlement Matters**

Resolution No. 2025-38 was presented, entitled:

**RESOLUTION 2025-38**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SETTLEMENT AGREEMENT RELATIVE TO DELINQUENT ASSESSMENTS SECURING THE WEST VILLAGES IMPROVEMENT DISTRICT (NORTH PORT, FLORIDA) SPECIAL ASSESSMENT BONDS SERIES 2019A-2 (UNIT OF DEVELOPMENT NO. 2); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE TRANSACTION CONTEMPLATED THEREIN; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Whelan explained that the Board had previously approved a form of settlement agreement entered into with the affiliate of the master developer, Mattamy Thomas Ranch LLC, who purchased the property known as Thomas 167, which is the only delinquent parcel in the District post-recession from 2008-2009. Through the settlement agreement, the outstanding taxes and District assessments on the property have been brought current and also a prepayment was made on additional bonds that are outstanding, but have not yet come due, which was all contemplated in the settlement agreement. She applauded all parties involved for coming to the table and negotiating this workout for the benefit of the District, and stated that the District's audit finding relative to the default is now able to be removed in future fiscal years.

This resolution ratifies, confirms and approves all actions of the District in effectuating the transaction that recently closed on October 31, 2025.

A MOTION was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2025-38, as presented.

**J. UNIT OF DEVELOPMENT NO. 3**

**1. Consider Resolution No. 2025-39 - Authorizing RFP for Roadway Resurfacing**

Mr. Licari presented Resolution No. 2025-39, entitled:

**RESOLUTION 2025-39**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR THE DISTRICT'S**

**ROADWAY RESURFACING PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Licari explained the purpose of the resolution was to approve the request for proposals to be received from the already pre-qualified contractors and evaluation criteria that the Board will consider for construction, labor, materials and equipment necessary to mill, resurface and restripe approximately 40,100 SY of asphalt pavement on Renaissance and Prestigio Boulevards located within the District's Gran Paradiso development. Proposals will be considered at the January Board meeting.

WVID staff will communicate with the Gran Paradiso Property Owners Association so they can coordinate with the District's selected contractor to see if the POA's needed road resurfacing projects can coincide with the District's project and potentially reduce costs.

**A MOTION** was made by Mr. Lewis, seconded by Mr. Meisel and passed unanimously adopting Resolution No. 2025-39, as presented.

**2. Discussion Regarding GPPOA Settlement Matters**

Chairman Luczynski stated that both parties and their attorneys were working together in hopes that a settlement would be brought to the Board soon. Conversations continue and are moving in the right direction.

**K. UNIT OF DEVELOPMENT NO. 7**

**1. Consider Resolution No. 2025-40 - Ratifying Bonds**

Resolution No. 2025-40 was presented, entitled:

**RESOLUTION 2025-40**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ISSUANCE OF THE WEST VILLAGES IMPROVEMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 7), SERIES 2025 (VILLAGE G-1B PHASE 3); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE ISSUANCE AND CLOSING OF THE WEST VILLAGES IMPROVEMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 7), SERIES 2025 (VILLAGE G-1B PHASE 3); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Whelan explained that this was the standard resolution that the Board adopts after issuing bonds as it ratifies staff's actions, executing certificates and closing documents. This issuance is for a Unit 7 neighborhood bond that is called the Brightmore community.

**A MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2025-40, as presented.

**L. UNIT OF DEVELOPMENT NO. 10**

**1. Consider Matters Related to Series 2025 Bonds**  
**a. Consider Final Supplemental Engineer's Report**

Mr. Licari reported that there were no changes to this Final Supplemental Engineer's Report from the Preliminary First Supplemental Engineer's Report that the Board had approved on September 11, 2025.

**A MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously approving the Final Supplemental Engineer's Report, as presented.

**b. Consider Final Supplemental Assessment Methodology Report**

Mr. Wodraska presented the Unit of Development No. 10 Final Supplemental Assessment Methodology Report, noting that this report was almost identical to the report approved by the Board in September with the only difference being that it was updated with the final bond sizing figures. Each of the tables were explained in the report. The bond size amount is \$8,360,000, producing a construction fund of \$7,739,040 at an interest rate of 5.37%

Ms. Whelan asked Mr. Wodraska, based on the updated final report and the final bond sizing, if he believed that the assessments were fairly and reasonably allocated to the benefited properties within the Unit 10 boundary. Mr. Wodraska responded that he did.

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

**c. Consider Resolution No. 2025-41 – Supplemental Assessment Resolution**

Resolution No. 2025-41 was presented, entitled:

**RESOLUTION 2025-41**

**UNIT OF DEVELOPMENT NO. 10 - SERIES 2025 BONDS**

**(ASSESSMENT AREA TWO PROJECT)**

**A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 10), SERIES 2025 (ASSESSMENT AREA TWO); CONFIRMING THE DISTRICT'S PROVISION OF INFRASTRUCTURE IMPROVEMENTS AND CONFIRMING A MASTER ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2025 BONDS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2025 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

Ms. Whelan noted that this resolution imposes the assessment lien on the Series 2025 bonds in the Unit 10 project by adopting the final Supplemental Engineer's Report and the final First Supplemental Assessment Methodology Report and allocates those assessments to the 2025 Assessment Area.

**A MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2025-41, as presented.

**M. UNIT OF DEVELOPMENT NO. 11**

**1. Consider Matters Related to Series 2025 Bonds**  
**a. Consider Final Supplemental Engineer's Report**

Mr. Licari reported that there were no changes to this Final Supplemental Engineer's Report from the preliminary first Supplemental Engineer's Report that the Board had previously approved on October 9, 2025.

**A MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously approving the Final Supplemental Engineer's Report, as presented.

**b. Consider Final Supplemental Assessment Methodology Report**

Mr. Wodraska presented the Unit of Development No. 11 Final Supplemental Assessment Methodology Report, noting that this report was almost identical to the report approved by the Board in October with the only difference being that it was updated with the final bond sizing figures. Each of the tables were explained in the report. The bond size amount is \$17,325,000 at 4.75% and will produce \$15,639,580 in construction funds.

Ms. Whelan asked Mr. Wodraska, based on the updated final report and the final bond sizing, if he believed that the assessments were fairly and reasonably allocated to the benefited properties within the Unit 11 boundary. Mr. Wodraska responded that he did.

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

**c. Consider Resolution No. 2025-42 – Supplemental Assessment Resolution**

Resolution No. 2025-42 was presented, entitled:

**RESOLUTION 2025-42**

**A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 11), SERIES 2025 (ASSESSMENT AREA ONE); CONFIRMING THE DISTRICT'S PROVISION OF INFRASTRUCTURE IMPROVEMENTS AND CONFIRMING A SUPPLEMENTAL ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2025 BONDS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE**

## **RECORDING OF A NOTICE OF SERIES 2025 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

Ms. Whelan advised that this was the supplemental assessment resolution that actually allocates the assessments based on the final bond sizing in accordance with the Supplemental Assessment Methodology Report. There were no questions from the Board Members.

**A MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously adopting Resolution No. 2025-42, as presented.

### **N. UNIT OF DEVELOPMENT NO. 13**

It was noted that Unit 13 matters would be considered at the November 24, 2025 special Board meeting

### **O. ATTORNEY-CLIENT SESSION RELATIVE TO LITIGATION**

There was no need for an Attorney-Client Session Relative to Litigation at this time.

### **P. ADMINISTRATIVE MATTERS**

#### **1. District Engineer**

Mr. Licari reported that staff was proceeding with the installation of the Boca Royale East pump where the District would have an agreement with Shipps Excavating, Inc. and Hoover Pumping Systems for pump station construction services and improvements. The agreement contemplates an estimated percentage cost share between the District (10%) and the Unit 11 developer (90%).

#### **2. District Attorney**

There was no report from Ms. Whelan at this time.

#### **3. District Operations' Manager**

Mr. Wilson reported that he would bring to the next meeting a proposed set of dog park and playground policies for Board consideration. If approved, these rules will be posted at all District playground and dog park areas.

#### **4. District Manager**

Mr. Crosley reported that on January 9, 2026, at 8:00 p.m. Master Pyro Display LLC will furnish a fireworks display capping off the Luminescence Festival event and that the cost would be funded by the Master Developer since the expense is unbudgeted.

The next meetings are scheduled for November 24, 2026, at 1:00 PM and the location will be City of North Port Public Safety Building at US 41/Preto Boulevard, and the January 8, 2026, 1:00 PM meeting at the City of North Port Chambers room.

### **Q. BOARD MEMBER COMMENTS**

Supervisor Meisel asked about the flashing “Yield” sign at the roundabout on West Villages Parkway and Renaissance Boulevard. There was consensus of the Board to move forward with the installation of the advanced warning “Yield” signs at the north and south bound lanes of West Villages Parkway.

**R. ADJOURNMENT**

There being no further business to come before the Board, the Meeting was adjourned at 1:48 p.m. on a **MOTION** made by Mr. Lewis, seconded by Ms. Masney and passed unanimously.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**WEST VILLAGES IMPROVEMENT DISTRICT  
SPECIAL BOARD MEETING  
NOVEMBER 24, 2025**

**A. CALL TO ORDER**

The November 24, 2025, Special Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 1:00 p.m. in the North Port Public Safety Building located at 19555 Preto Boulevard, Venice, Florida 34293.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed the notice of the Special Board Meeting had been published in the *Sarasota Herald-Tribune* on November 17, 2025.

**C. ESTABLISH A QUORUM**

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

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

District Manager	William Crosley	Special District Services, Inc.
District Manager	Michelle Krizen	Special District Services, Inc.
District Operations Manager	Kyle Wilson	Special District Services, Inc.
District Counsel	Joseph Brown	Kutak Rock LLP
District Engineer	Giacomo Licari	Stantec

Also presented were the following:

Court Reporter – Dominique Stuart

**D. DISCUSSION REGARDING PUBLIC DECORUM AT BOARD MEETINGS**

The reading of the public decorum policy was waived by the Chairman.

**E. COMMENTS FROM THE PUBLIC ON ALL AGENDA ITEMS**

There were no public comments on all agenda items.

**F. GENERAL DISTRICT MATTERS**

**1. Consider Resolution No. 2025-36 – Adopting a Fiscal Year 2024/2025 Amended Budget**

Mr. Crosley presented Resolution No. 2025-36, entitled:

## **RESOLUTION NO. 2025-36**

### **A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING AN AMENDED FISCAL YEAR 2024/2025 BUDGET.**

Mr. Crosley discussed the amended budget and the Board Members had no questions.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2025-36, as presented.

#### **G. UNIT OF DEVELOPMENT NO. 1**

##### **1. Consider Resolution No. 2025-43 – Adopting Dog Park and Playground Policies**

Mr. Crosley presented Resolution No. 2025-43, entitled:

### **RESOLUTION 2025-43**

#### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING REVISED DOG PARK AND PLAYGROUND POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Crosley explained that any newly adopted policies would be updated on any existing signage. There were no questions from the Board Members.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously adopting Resolution No. 2025-43, as presented.

#### **H. UNIT OF DEVELOPMENT NO. 3**

##### **1. Discussion Regarding GPPOA Settlement Matters**

This item was deferred to after Agenda Item J.

#### **I. UNIT OF DEVELOPMENT NO. 13**

##### **1. Consider Matters Related to Series 2025 Bonds**

###### **a. Consider Final Supplemental Assessment Methodology Report**

The Unit 13 matters were pushed to a continuation of this meeting scheduled for December 3, 2025.

###### **b. Consider Resolution No. 2025-44 – Supplemental Assessment Resolution**

#### **J. ATTORNEY-CLIENT SESSION RELATIVE TO LITIGATION**

Proof of publication was presented which showed the Notice of Attorney-Client Session had been published in the *Sarasota Herald-Tribune* on November 17, 2025.

Mr. Crosley asked the court reporter to begin transcription and stated that Florida law provides for a limited exception to the Sunshine Law requirements that allows the Board to meet privately with Counsel and the District Manager when the District faces litigation. The litigation at issue is *Gran Paradiso Property Owners Association, Inc. v. West Villages Improvement District, et al.*, in the Circuit Court For the Twelfth Judicial Circuit in and for Sarasota County, Case No. 2022-CA-005368-SC. As the District's Attorney, Joseph Brown advised the Board that at this public meeting he desired advice concerning the litigation. Notice was published that the Board would meet today and that a shade session would also be held during today's public meeting concerning this litigation. The published notice of the attorney client session identifies non-conflicted WVID Supervisors, the District's Legal Counsel, the District's Chief Administrative Officer and Court Reporter Dominique Stuart. The attorney-session will be transcribed by a court reporter, and the court reporter was already set up.

Chairman Luczynski announced the commencement of the private attorney-client session. Chairman Luczynski stated that the estimated length of the session was 30 minutes. The names of the persons who will attend the session are Board of Supervisors Members: John Luczynski, Steve Lewis, Tom Buckley, and Christine Masney. In addition, District Counsel Joseph Brown, District Manager William Crosley, and Court Reporter Dominique Stuart. At this time, the Board will go into private session and the public audio call will be temporarily recessed during the shade session. The public Board meeting will resume after the attorney-client session has concluded, at which time the audio call will be restarted and District staff will post a notice on the WVID website that the shade session had concluded. The attorney-client session was hereby commenced.

All members of the public were asked to leave the meeting room, and the public audio call was ended.

Members of the public were invited back into the meeting room and the public audio call was resumed. Chairman Luczynski announced that at this time the attorney-client session had been terminated, and the Board was ready to proceed with the rest of the agenda for the public portion of the meeting and asked the court reporter to cease transcription.

Once the Board concluded the attorney client session, a **MOTION** was made by Mr. Buckley approving the Settlement Agreement in substantial form, and further authorizing the Chairman to execute a finalized version of the Settlement Agreement. The **MOTION** was seconded by Mr. Lewis and the **MOTION** carried unanimously.

## **K. ADMINISTRATIVE MATTERS**

### **1. District Engineer**

Mr. Licari had nothing further to report.

### **2. District Attorney**

There was no report from District Counsel at this time.

### **3. District Operations' Manager**

There was no report from Mr. Wilson at this time.

### **4. District Manager**

Mr. Crosley stated that this meeting would be continued to 1:00 p.m. on December 3, 2025, at 12260 Everglow Drive, Suite C- 4, North Port, Florida 34287.

**L. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

The meeting was continued to 1:00 p.m. on December 3, 2025, at 12260 Everglow Drive, Suite C- 4, North Port, Florida, 34287.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**WEST VILLAGES IMPROVEMENT DISTRICT  
CONTINUED SPECIAL BOARD MEETING  
(FROM NOVEMBER 24, 2025)  
DECEMBER 3, 2025**

**A. CALL TO ORDER**

The Continued Special Board Meeting of December 3, 2025, (continued from November 24, 2025) of the West Villages Improvement District (“WVID” or the “District”) was called to order at 1:00 p.m. at 12260 Everglow Drive Suite C 4, Venice, Florida 34293.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed the notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on November 4, 2025.

**C. ESTABLISH A QUORUM**

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

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

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	Stantec

**D. UNIT OF DEVELOPMENT NO. 13**

**1. Consider Matters Related to Series 2025 Bonds**

**a. Consider Final Supplemental Assessment Methodology Report**

Mr. Crosley reported that this Final Supplemental Assessment Methodology Report was the same report that the Board had approved in October, only reflecting the final bond size of \$2,145,000 with an interest rate of 5.37% that will provide \$1,877,309 in construction funds. Ms. Whelan asked Mr. Crosley if, based on the updated final report and the final bond sizing, he believed that the assessments were fairly and reasonably allocated to the benefited properties within the Unit 13 boundary. Mr. Crosley responded that he did.

**A MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously approving the Final Supplemental Assessment Methodology Report, as presented.

**b. Consider Resolution No. 2025-44 – Supplemental Assessment Resolution**

Ms. Whelan presented Resolution No. 2025-44, entitled:

## **RESOLUTION 2025-44**

**A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT  
SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL  
IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 13),  
SERIES 2025 (ASSESSMENT AREA ONE); CONFIRMING THE DISTRICT'S  
PROVISION OF INFRASTRUCTURE IMPROVEMENTS AND CONFIRMING A  
MASTER ENGINEER'S REPORT; CONFIRMING AND ADOPTING A  
SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND  
AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING  
SERIES 2025 BONDS; PROVIDING FOR THE SUPPLEMENT TO THE  
IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A  
NOTICE OF SERIES 2025 SPECIAL ASSESSMENTS; PROVIDING FOR  
CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

Ms. Whelan explained that this resolution imposes the assessment lien on the Series 2025 bonds in the Unit 13 project by adopting the final Supplemental Assessment Methodology Report and allocates those assessments to the 2025 Assessment Area.

**A MOTION** was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously adopting Resolution No. 2025-44, as presented.

### **E. ADMINISTRATIVE MATTERS**

#### **1. District Manager**

Mr. Crosley reported that the next meeting was scheduled for January 8, 2026, at 1:00 PM at 12260 Everglow Drive, Venice, Florida 34293, and wished the Supervisors and staff a happy holiday season.

### **F. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

### **G. ADJOURNMENT**

There being no further business to come before the Board, a MOTION was made by Mr. Buckley, seconded by Ms. Masney and passed unanimously adjourning the meeting at 1:09 p.m.

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Secretary/Assistant Secretary

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Chair/Vice Chair

## **AGREEMENT REGARDING REIMBURSEMENT OF EQUIVALENT RESIDENTIAL CONNECTIONS AND FUNDING OF FUTURE UTILITY PLANTS**

This **Agreement Regarding Reimbursement of Equivalent Residential Connections and Funding of Future Utility Plants** (the “**Agreement**”) is made and entered into this 8<sup>th</sup> day of January, 2026, by and between:

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

**WELLEN PARK, LLLP** (f/k/a West Villages, LLLP), a Florida limited liability limited partnership, whose mailing address is 4901 Vineland Road, Suite 450 Orlando, Florida 32811 (“**Developer**”); and

**THOMAS RANCH INTANGIBLES, LLLP**, a Florida limited liability limited partnership, whose mailing address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**TRI**”); and

**WELLEN PARK CONSTRUCTION, LLLP** (f/k/a West Villages Construction, LLLP), a Florida limited liability limited partnership, whose mailing address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**WPC**,” and together with the Developer and TRI, the “**Developer Entities**,” and the Developer Entities together with the 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 for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, pursuant to that certain *2019 Amended and Restated Utilities Agreement*, by and between the District, the Developer, and the City of North Port, Florida (the “**City**”), and dated September 10, 2019 (the “**Utilities Agreement**”), the District is responsible for the development of, among other infrastructure improvements, a wastewater treatment plant (the “**WWTP**”), a water treatment plant (the “**WTP**”), and future wastewater treatment plant and future water treatment plant (or, alternatively, expansions of existing plants) (collectively, the “**Future Utility Plants**,” and together with the WWTP, and the WTP, the “**Utility Improvements**”), all of which benefit the lands within the District; and

**WHEREAS**, pursuant to the Utilities Agreement, upon completion the Utility Improvements shall be ultimately owned and operated by the City; and

**WHEREAS**, although not directly addressed within the Utilities Agreement, the District did not have the funding necessary at the time of entering into the Utilities Agreement to construct the Utility Improvements and so it was planned for the Developer Entities or their affiliates to provide the funding for the cost of the development of such improvements; and

**WHEREAS**, in furtherance thereof, the District and WPC had previously entered into that certain *Financing and WWTP Construction Funding Agreement for Wastewater Treatment Plant*, dated March 8, 2018 (the “**WWTP Construction Funding Agreement**”); and

**WHEREAS**, the Utilities Agreement additionally contemplates that, as consideration for the District’s construction of the extensive utility infrastructure, at no cost to the City (or the District, as addressed in more detail herein), for the benefit of its constituents within the District, and taking into account the Developer’s and other private entities’ prior and future payments of capacity fees for the purchase of equivalent residential connections (“**ERCs**”), guaranteed revenue fees, and other fees and charges required by the City’s Water and Wastewater Utility Code, as well as other requirements of the parties to such agreement, the Developer shall be entitled to the provision of ERCs by the City in the manner set forth therein; and

**WHEREAS**, the Utilities Agreement contemplates that TRI shall be the beneficiary and assignee of the ERCs paid to the Developer thereunder, provided that TRI shall be entitled to assign such ERCs to third parties without the consent of the City; and

**WHEREAS**, subsequent to entering into the Utilities Agreement, the District constructed the WWTP, the cost of which totaled \$50,653,685 including design, construction, and engineering and other professional services costs (the “**WWTP Construction Cost**”), the cost of which was funded by WPC pursuant to the WWTP Construction Funding Agreement; and

**WHEREAS**, in accordance with City Resolution 2020-R-07 and the Utilities Agreement, the District conveyed the completed WWTP to the City on or about March 25, 2020; and

**WHEREAS**, the District thereafter issued tax-exempt bonds in Units of Development Nos. 7, 8, 9 and 10, the proceeds of which have been utilized, in part, to reimburse WPC for a portion of the advance funding it provided to the District for the development of the WWTP pursuant to the WWTP Construction Funding Agreement; and

**WHEREAS**, although reimbursement of the WWTP Construction Cost is being provided to the Developer Entities from multiple sources, the Parties have at all times understood and agreed that in no event will the Developer Entities be reimbursed in excess of the WWTP Construction Cost, and accordingly the Parties have maintained a detailed accounting of the reimbursements made to such entities by the District and the City pursuant to the WWTP Construction Funding Agreement the Utilities Agreement, respectively; and

**WHEREAS**, the Developer Entities have recently been reimbursed in full for their payment of the WWTP Construction Costs (the “**Satisfaction**”); and

**WHEREAS**, in accordance with the requirements of the Utilities Agreement, the City continued to remit ERCs to the Developer subsequent to the Satisfaction, and accordingly excess payments to the Developer through December 31, 2025 totaled \$983,976 (the “**2025 Excess Payment**”) as shown in the attached **Exhibit A**; and

**WHEREAS**, the Developer anticipates that in the future it will continue to receive additional ERCs from the City relative to the development of the WWTP pursuant to the requirements of the Utilities Agreement; and

**WHEREAS**, the Future Utility Plants have yet to be developed (hereinafter, the “**Project**”) and while the expenses related to the activities required of the District with respect to the Project may ultimately be paid from the proceeds of bonds, or any other legally available funds of the District (hereinafter the “**District Funding**”), the District does not currently have sufficient funds available to provide for the entirety of such costs; and

**WHEREAS**, to allow for the prompt provision of the Project, when necessary and in accordance with the requirements of the Utilities Agreement, the Developer desires to fund the District’s costs and expenses relative to the Project in advance of the District’s ability to secure the entirety of the District Funding for such purposes; and

**WHEREAS**, the Parties accordingly desire to enter into this Agreement to address and memorialize the Satisfaction, the Developer Entities’ payment of the value of ERCs relative to the development of the WWTP to the District, and the Developer’s provision of funding of the Project in advance of the District’s receipt of the entirety of the District Funding.

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

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

**2. SATISFACTION OF WWTP FUNDING AGREEMENT.** The Developer Entities acknowledge and agree that, as of the date hereof, through a combination of reimbursements from the District and the remittance of ERCs by the City, it has been reimbursed in full for the WWTP Construction Cost and accordingly the District’s funding obligations under the WWTP Funding Agreement are hereby satisfied and discharged.

**3. PROVISION OF FUNDS.**

**A.** The Developer Entities agree to remit the 2025 Excess Payment to the District within fifteen (15) days of the effective date of this Agreement. Thereafter, on each April 15, July 15, October 15, and January 15 commencing April 15, 2026, the Developer Entities shall remit the value of all ERC’s received from the City during the prior quarter relative to the development of the WWTP, if any, to the District along with a detailed accounting of the value of same as calculated based on the City’s prevailing rates during such time. Funds received by the District relative to this Section 3(A) (collectively, the “**ERC Reimbursement Funding**”) shall be held in a segregated account and utilized solely for payment of the costs of the Project as set forth herein.

**B.** The Developer additionally agrees to make available to the District such monies as are reasonably necessary to proceed with the Project prior to its receipt of District Funding for such purposes. The Developer and the District acknowledge and agree that expenses related to the Project shall first be paid from the ERC Reimbursement Funding, then from the District Funding, and to the extent that a deficiency exists, the

funds necessary to proceed with the Project shall be provided by Developer pursuant to this Agreement.

- C. All funds to be provided by the Developer pursuant to this Section 3 may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including but not limited to the District Engineer, District Manager, and District Counsel to proceed with the completion of the Project when appropriate and in accordance with the requirements of the Utilities Agreement.
- D. The District agrees that any funds provided by the Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the Project, including the cost of the design and construction of the Project and professional fees associated therewith, including those of the District Engineer, District Counsel, District Manager, or other professionals. Such payments shall be made in accordance with the District's normal invoice and payment procedures.
- E. The District agrees to provide to the Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by the Developer pursuant to this Section 3, if requested. The District agrees to provide to the Developer, on a monthly basis, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District pursuant to this Section 3, if requested.
- F. In the event that the Developer fails to provide any such funds pursuant to this Agreement, the Parties agree the portion of the Project for which funds are presently needed may be halted until such time as sufficient funds are provided by the Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of the same.
- G. Notwithstanding the foregoing, in the event that the Parties in the future determine, in accordance with the requirements of the Utilities Agreement, that the Developer shall proceed with the Project on the District's behalf, the District acknowledges and agrees that the Developer or its affiliates are permitted to seek reimbursement from the District for the cost thereof which reimbursement may be paid from the Reimbursement Funding then on deposit with the District, the proceeds of future District Funding, or other legally available source. For the avoidance of doubt, in such event the District acknowledges and agrees that the Developer is entitled to seek reimbursement as costs of the Project are incurred in lieu of waiting until final completion of the Project to request such reimbursement.

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

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

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

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

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

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

<b>A. If to District:</b>	West Villages Improvement District 2501-A Burns Road Palm Beach Gardens, Florida 33410 Attn: District Manager
<b>With a copy to:</b>	Kutak Rock, LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: Lindsay Whelan
<b>B. If to Developer:</b>	Wellen Park, LLLP 4901 Vineland Road, Suite 450 Orlando, Florida 32811 Attn: Rick Severance Attn: Nicole Swartz
<b>C. If to TRI:</b>	Thomas Ranch Intangibles, LLLP 4901 Vineland Road, Suite 450 Orlando, Florida 32811 Attn: Rick Severance Attn: Nicole Swartz
<b>D. If to WPC:</b>	Wellen Park Construction, LLLP 4901 Vineland Road, Suite 450 Orlando, Florida 32811

Attn: Rick Severance  
Attn: Nicole Swartz

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

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

**11. ASSIGNMENT.** No party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties.

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

**13. EFFECTIVE DATE.** The Agreement shall be effective as of the date referenced above.

**14. PUBLIC RECORDS.** Developer Entities understand and agree that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

**[SIGNATURES ON NEXT PAGE]**

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

**ATTEST:**

**WEST VILLAGES  
IMPROVEMENT DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**WITNESSES:**

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Print Name: \_\_\_\_\_

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By: Richard Severance  
Its: Vice President

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Print Name: \_\_\_\_\_

**THOMAS RANCH INTANGIBLES,  
LLLP**, a Florida limited liability limited partnership

**WITNESSES:**

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Print Name: \_\_\_\_\_

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By: Richard Severance  
Its: Vice President

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Print Name: \_\_\_\_\_

**WELLEN PARK CONSTRUCTION,  
LLLP, a Florida limited liability limited  
partnership**

**WITNESSES:**

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Print Name: \_\_\_\_\_

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By: Richard Severance  
Its: Vice President

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Print Name: \_\_\_\_\_

**Exhibit A**  
**Calculation of 2025 Excess Payment**

**Wastewater Treatment Plant  
2025 Excess Payment**

**Reimbursements to Developer**

Bond Proceeds	\$ 24,851,314
Impact Fees	602,336
ERCs	<u>26,184,011</u>
	<u>51,637,661</u>

**Total Cost of WWTP** 50,653,685

**2025 Excess Payment** \$ 983,976

## **AGREEMENT FOR MONUMENT ROOF REPLACEMENT SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made entered into this 24<sup>th</sup> day of November 2025, by and between:

**WEST VILLAGES IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2004-456, *Laws of Florida*, as amended, and located in the City of North Port, Florida and unincorporated Sarasota County, Florida, with a mailing address of 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (the “District”); and

**CLASSIC CONSTRUCTION LTD. CO. D/B/A CLASSIC ROOFING AND CONSTRUCTION**, a Florida limited liability company, with a mailing address of 14450 46th St. N., Suite 110, Clearwater, Florida 33762 (“Contractor” and, together with the District, the “Parties”).

### **RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 2004-456, *Laws of Florida*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

**WHEREAS**, the District has a need to retain an independent contractor to provide the materials, labor, items, and tools necessary to replace the roof for several District-owned monuments, all as more particularly described and identified in **Exhibit A** (the “Services”); and

**WHEREAS**, Contractor represents that it is qualified, willing and able to serve as a contractor for the roof replacement for the aforementioned monuments and has agreed to perform the Services for the District; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

## **SECTION 2. SCOPE OF SERVICES; TERM.**

- A.** Contractor agrees to provide all materials, labor, items and tools necessary to perform the Services, as described in **Exhibit A**.
- B.** Contractor agrees to perform the Services to the satisfaction of the District, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Contractor shall perform the Services in conformity with accepted standards of safety and the District's specifications as may be promulgated by the District from time to time.
- C.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor's activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.
- E.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor.

## **SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.**

- A.** For completion of the Services as identified in **Exhibit A**, the District shall pay Contractor Forty-Six Thousand Nine Hundred Ninety-Five Dollars and Zero Cents (**\$46,995.00**). This compensation includes all materials, labor, items and tools as set forth in **Exhibit A**.
- B.** If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require

evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY; DAMAGE TO PROPERTY.** In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, and any other warranties as set forth in **Exhibit A**, all Services provided by Contractor pursuant to this Agreement shall be warranted for five (5) years from the date of acceptance of the Services by the District or such other term as described in **Exhibit A**, whichever is greater. Contractor shall remedy defective Services to the District's satisfaction and at the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient Services. If any of the Services are found to be defective, deficient, or not in accordance with the Agreement, Contractor shall correct it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

**SECTION 5. INSURANCE.**

**A.** Contractor, and any of its subcontractors, shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

**B.** The District, its agents, staff, consultants and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

**SECTION 6. INDEMNIFICATION.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, all as actually incurred.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or

lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** The District agrees that Contractor may terminate this Agreement with cause by providing ten (10) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. The District shall provide ten (10) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

**SECTION 14. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District

as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 21. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

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

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

**B. If to Contractor:** Classic Roofing and Construction  
14450 46th St. N., Suite 110  
Clearwater, Florida 33762  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day,

the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notices on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

**SECTION 22. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 23. 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. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Sarasota County, Florida.

**SECTION 24. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **William Crosley** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS  
RELATING TO THIS AGREEMENT, CONTACT THE  
CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922,  
WCROSLEY@SDSINC.ORG, 2501A BURNS ROAD, PALM  
BEACH GARDENS, FLORIDA 33410.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 27. 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.

**SECTION 28. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

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

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

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

**SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 30. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

*[Remainder of page intentionally left blank]*

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

ATTEST:

W.M. Crosby

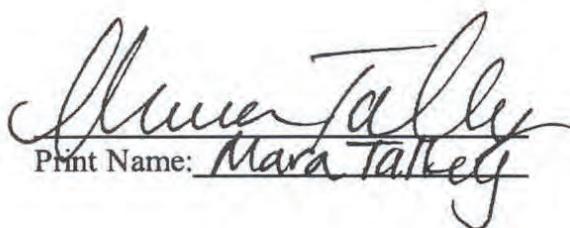
Secretary / Assistant Secretary

WEST VILLAGES IMPROVEMENT  
DISTRICT



Chairperson, Board of Supervisors

WITNESS:

  
Print Name: Mara Tally

CLASSIC CONSTRUCTION LTD. CO.  
D/B/A CLASSIC ROOFING AND  
CONSTRUCTION, a Florida limited  
liability company

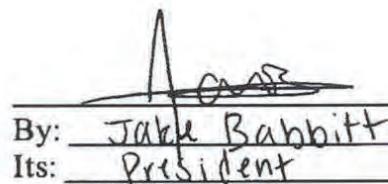
  
By: Jake Babbitt  
Its: President

Exhibit A: Scope of Services

## Exhibit A

### Scope of Services

The following estimate is for:

1. Remove and disposal of old materials
2. Supply and install new materials
3. Clean up of entire work area (all nails and other materials)
4. Clean all gutters (if roof is done)
5. Your own dedicated Production Scheduling team
6. All workers are employees of Classic Roofing and Construction
7. We are Licensed to work in your geographical region
8. Audit of all work completed by Quality Control Officer
9. Extended warranties available with every roof

## EAGLE TILE (BARREL OR FLAT)

### **Description**

#### **Part 1 - Tear Off**

Crew will arrive onsite and confirm the materials that have been delivered.

Tear off existing materials on the roof. If the existing roof is tile, the tear off process will involve many waste containers to remove the material.

Re-nail deck to meet current building code. If rotten wood is found it will be replaced (wood charges are in the terms and conditions)

#### **Part 2 - Dry in**

Install self adheared PolyGlass T/U Plus underlayment directly to deck.

Drip Edge - flashing used to protect the bottom edge of your roof

Install metal hip and ridge metal and sealed with roof cement.

Install bird stop around the perimeter of the roof. This is only on barrel tile and is used to seal the perimeter of the roof where the tile meets the edge.

Replace all boots, pipes, and vent stacks.

#### **Part 3 - Install**

After the dry in is completed, the tile will be loaded onto the roof.

Install Eagle Tile roofing tiles with foam application. On roofs with a pitch of 7/12 or greater, the tiles are required to be screwed down per Florida Building Code

Install hip and ridge tile pieces. Hip and Ridge tiles will be nailed to the hip and ridge metal and sealed with mortar

### **Warranty and Permit**

Classic Roofing Warranty

20 Year Workmanship

Lifetime Material Defect

Permit, Dumpster, Delivery, and Taxes included

<b>Quote subtotal</b>	\$35,995.00
<b>Total</b>	\$35,995.00

**\$450 Wood Allowance**

Quote includes replacing only 3/4 structures

Northern Structure at the West Villages Pkwy & N River Rd Section will be repaired and not replaced due to minor repairable damage

Repair cost is added in the optional upgrade section of the proposal

Full Replacement Option On 4th Monument Added In Optional Upgrade Section

## Optional Upgrades

Description	Qty	Unit price	Line total
<input type="checkbox"/> Repair slipped tiles on structure at the intersection of N River Rd and West Villages Pkwy	1	\$1,500.00	\$1,500.00
<input checked="" type="checkbox"/> Full Replacement on 4th Monumement	1	\$11,000.00	\$11,000.00

## **RESOLUTION 2026-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the West Villages Improvement District (the “**District**”) is a local unit of special-purpose government established pursuant to Chapter 2004-456, *Laws of Florida*, to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for the lands within the District; and

**WHEREAS**, the District has solicited bids from contractors interested in providing construction services related to its roadway resurfacing project within Unit of Development No. 3 within the District (the “**Project**”); and

**WHEREAS**, the District has received and evaluated bids from \_\_\_\_\_ contractor(s) interested in providing those services; and

**WHEREAS**, the Board of Supervisors of the District hereby determines that it is in the best interest of the District and its landowners and residents to award the contract relating to the Project to \_\_\_\_\_ (the “**Contractor**”).

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

**SECTION 1.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2.** The bid submitted by the Contractor is the bid which best serves the interests of the District, its landowners, and residents.

**SECTION 3.** The Contractor shall be awarded the contract for construction services for the Project. The Chairman and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of a contract with the Contractor.

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

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

**PASSED AND ADOPTED** this 8<sup>th</sup> day of January, 2026.

**ATTEST:**

**WEST VILLAGES IMPROVEMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND SWCA, INCORPORATED FOR WATER USE PERMIT MODIFICATION SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 17<sup>th</sup> day of December 2025 (the “Effective Date”), by and between:

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

**SWCA, Incorporated**, an Arizona corporation, whose mailing address is 20 E Thomas Road, Suite 1700, Phoenix, Arizona 850c12 (the “Consultant”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “Act”) for the purpose of planning, constructing acquiring and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District; and

**WHEREAS**, the District provides irrigation water to certain landowners within the District’s boundaries pursuant to that certain Water Use Permit No. 20-003872 (the “WUP”) issued by the Southwest Florida Water Management District; and

**WHEREAS**, the District desires to modify the WUP and has a need to retain a consultant to provide those professional services set forth in **Exhibit A** relative to said modification (the “Services”); and

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

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

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

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

**ARTICLE 3. COMPENSATION.** Consultant shall perform the Services identified in Section 2 herein in exchange for payment of the total sum not exceeding **Twelve Thousand Dollars and No Cents (\$12,000.00)**, as set forth in **Exhibit A**. Such payment shall be due within thirty (30) days of receipt of a monthly invoice reflecting the percentage of Services completed to-

date, subject to the District's review and approval of the work performed. This payment includes, but is not limited to, all permits, materials and labor necessary to complete the Services as described herein. Consultant agrees to render each monthly invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Consultant in accordance with the Prompt Payment Act. No additional services shall be provided by the Consultant unless authorized in advance by the District in writing. Any additional services performed without such prior written authorization shall be at Consultant's sole risk and expense, and the District shall have no obligation to compensate Consultant for such unauthorized services.

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

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

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

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

**ARTICLE 7. OWNERSHIP OF DOCUMENTS.**

- A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Consultant pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B.** The Consultant shall deliver all Work Product to the District upon completion thereof unless it is necessary for Consultant, in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Agreement, the

Consultant shall deliver all such Work Product whether complete or not within ten (10) business days of the termination date. The District shall have all rights to use any and all Work Product. Consultant shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent.

- C.** The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Consultant hereby assigns to the District any and all rights Consultant may have including, without limitation, the copyright, with respect to such work. The Consultant acknowledges that the District is the motivating factor for the creation of the Work Product and, for purposes of copyright or patent law, the District has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs. Consultant agrees to execute any additional documents reasonably necessary to perfect the District's ownership rights in the Work Product.
- D.** The District agrees to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the District's material unauthorized alteration of the Consultant's designs, drawings and specifications constituting the Work Product hereunder, provided that Consultant provides the District with prompt written notice of any such claim and cooperates fully in the defense thereof.

## **ARTICLE 8. INSURANCE.**

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

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

- B.** The District shall be named as an additional insured party on General Liability and Automobile Liability. Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Consultant be without insurance in the above amounts. Consultant shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.
- C.** If Consultant fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

- A. If to Consultant:** SWCA, Incorporated  
20 E Thomas Road, Suite 1700  
Phoenix, Arizona 85012  
Attn: Dave Kelly
- B. If to District:** West Villages Improvement District  
2501-A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager
- With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

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

the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

#### **ARTICLE 10. INDEMNIFICATION.**

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** The Consultant agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, and to the extent caused by the negligence in the work performed by Consultant, including litigation or any appellate proceedings with respect thereto. Nothing herein shall be construed to require Consultant to indemnify the District for the District's own negligence. Neither party shall be liable to the other party in any circumstances for any indirect, economic, special, liquidated, or consequential loss or damage including but not limited to loss of revenue, loss of production or loss of profit.
- C.** The Consultant hereby acknowledges, agrees, and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*, or other statute or law. This Article shall survive any termination of this Agreement.

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

**ARTICLE 12. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

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

**ARTICLE 14. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**ARTICLE 15. PUBLIC RECORDS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is William Crosley (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

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

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

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

Services performed up to the date of termination, but subject to any offsets the District may have against such amounts as the Consultant's sole remedy for recovery under this Agreement.

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

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

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

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

### **ARTICLE 23. COMPLIANCE WITH PROFESSIONAL STANDARDS.**

- A.** The Consultant shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of Consultant's professional and related services performed under this Agreement shall be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the technical accuracy of its services and related documents.
- B.** In performing its obligations under this Agreement, the Consultant and each of its agents, servants, employees, or anyone directly or indirectly employed by the Consultant, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals

practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed. Any designs, drawings, reports, or specifications prepared or furnished by the Consultant that contain errors, conflicts, or omissions will be promptly corrected by the Consultant at no cost to the District.

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

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

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

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

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

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

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

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further,

absent such notification from the District, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

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

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

**ARTICLE 31. ANTI-HUMAN TRAFFICKING STATEMENT.** Consultant

represents and warrants that it does not and will not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Consultant has complied, and agrees to comply, with all provisions of Section 787.06, Florida Statutes. Consultant agrees to indemnify and hold harmless the District from any claims, damages, or liabilities arising from Consultant's breach of this provision.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the Effective Date.

Attest:

W.M. Croley  
Secretary / Assistant Secretary

**WEST VILLAGES  
IMPROVEMENT DISTRICT**

Dee S.  
Chairperson, Board of Supervisors

Brian Lombardo  
Witness

**SWCA, INCORPORATED**

DK  
By: David Kelly  
Its: Southeast Director Mining and Water Resources

**Exhibit A:** Scope of Services

**Exhibit A**  
**Scope of Services**

November 26, 2025

William Crosley  
Special District Services  
West Villages Improvement District Manager  
19503 W Villages Pkwy,  
Venice, FL 34293

**Re: Scope of Services for Modification of West Villages Improvement District Water Use Permit  
No. 20-3872.026**

Dear Mr. Crosley:

SWCA will collaborate with representatives of West Villages Improvement District (WVID) to Modify Water Use Permit (WUP) No. 20-3872.026 to add irrigated acres associated with Gran Paradiso development located within Village A of West Villages Improvement District (WVID). The Gran Paradiso development was removed from the WUP in revision .24 modification. This modification will bring the Gran Paradiso development back into the WUP and add groundwater allocations back to well District Ids (DIDs) 74, 75, 76, 77, 78, and 79 that were distributed to other wells with the WUP revision .24 modification. This work will include the following tasks.

**Task 1 Irrigation Demand Model**

SWCA will collaborate with the WVID representatives and their engineers to identify irrigated areas, and irrigation systems. This information will be used to develop geographic information system (GIS) shapefiles to delineate irrigated acres within the Gran Paradiso Development. This delineation will identify WVID road right of way irrigated areas and Gran Paradiso development irrigated areas.

**Task 2. Irrigation Demand Model**

SWCA will use the irrigation plan identified in Task 1.0 to determine the quantities of water that the Southwest Florida Water Management District (SWFWMD) will allocate to meet irrigation demands. SWCA will use the SWFWMD AGMOD model to calculate the irrigation demand for the Gran Paradiso development.

**Task 3 Redistribution of groundwater Allocations**

SWCA will use the data gathered in Tasks 1.0 and 2.0 to identify the groundwater allocations that will be redistributed back to Well DIDs 74, 75, 76, 77, 78, and 79 and Primary Irrigation Lake (PIL) 3, DID 179.

SWCA assumes this modification will not cause any increase in total ground water allocations. The modification will only redistribute existing permitted groundwater allocations. Therefore, SWCA assumes no groundwater modeling will be required with this modification.

**Task 4 Project Meetings and Pre-Application Meeting**

SWCA will coordinate a pre-application meeting with WVID representatives and SWFWMD to discuss the proposed modification. The pre-application will identify the proposed irrigation demands and sources and solicit feedback from the SWFWMD staff on any additional information they may require. SWCA will propose to submit the modification as a Letter Modification.

## **Task 5 Water Use Permit Application and Supporting Documentation**

Based upon the outcome of Pre-Application Meeting in Task 4.0 SWCA will develop and submit either a Letter Modification or a Formal Modification application and supporting documentation to the SWFWMD. The Supporting documentation will identify Gran Paradiso irrigated areas, irrigation system and irrigation demands.

SWCA assumes that Gran Paradiso Property Owners Association (POA) will develop and submit to WVID a water conservation plan prior to submittal of WUP modification application. SWCA will review the water conservation plan and comment, as necessary. SWCA will submit a WVID approved Gran Paradiso water conservation plan with the WUP modification application.

SWCA will respond to one (1) SWFWMD request for additional information related to irrigation demands and supporting documentation. Any request for additional information regarding groundwater modeling is not included in this scope of services. Those services will be provided as a separate time and material scope of work. Any requests for additional information, approvals, authorizations, clarifications, or WUP issues not specifically detailed in the Scope of Services will be performed as additional services.

### ***Assumptions***

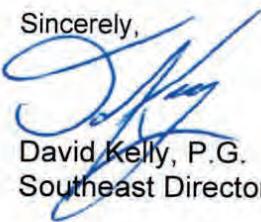
1. Groundwater and surface water modeling are not provided in this scope of services. Those services can be provided as a separate time and material scope of work.
2. Client will provide all permit applications, compliance, and public noticing fees.
3. The Client will provide authorized agent information.
4. Any requests for additional information, approvals, authorizations, clarifications, or WUP issues not specifically detailed in the Scope of Services will be performed as additional services.
5. Drawings, plans, Etc., prepared by SWCA and submitted, as work products for this project will not have to be revised in response to a re-design or re-engineering of the project outside the control of SWCA.
6. Cost increases resulting from the imposition of new rules, laws, or restrictions by the state legislature, water management districts, or local governments are not included in the cost of this proposal.
7. No appearances or presentations before an Administrative Hearing Officer will be required.

### ***Compensation***

Compensation for the completion of services pursuant to this Scope of Services rendered by the SWCA staff will be billed on a Time and Material basis not to exceed **\$12,000** without prior authorization by the Client. These services will be invoiced monthly. In the event additional services are requested by the Client, such additional services will be charged on a time and materials basis.

Please do not hesitate to contact me with any questions.

Sincerely,



David Kelly, P.G.

Southeast Director Mining and Water

## **AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND BRAVO SITE WORKS LLC FOR ELECTRICAL SERVICES**

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into this 16<sup>th</sup> day of December, 2025 (the “**Effective Date**”), by and between:

**WEST VILLAGES IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2004-456, *Laws of Florida*, as amended, being situated in the City of North Port and Sarasota County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”); and

**BRAVO SITE WORKS LLC**, a Florida limited liability company, with a mailing address of 10600 Chevrolet Way, Suite 217, Estero, FL 33928 (the “**Contractor**,” together with the 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 (“**Act**”); and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide electrical work relative to a segment of a well to be constructed within the District; and

**WHEREAS**, the Contractor represents that it is qualified to provide such services and has agreed to provide to the District the services identified in **Exhibit A**, attached hereto and incorporated by reference herein (the “**Work**”); and

**WHEREAS**, the District and the Contractor accordingly desire to enter into this Agreement to set forth the rights, duties, and obligations of the parties relative to same; and

**WHEREAS**, the District and the Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

### **SECTION 2. DESCRIPTION OF CONTRACTOR’S WORK.**

- A. The Contractor shall provide professional electrical installation services within presently accepted professional standards and in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto. The Work shall include any effort reasonably necessary for the completion of the Work, including but not limited to, the tools, labor, and materials reasonably necessary.
- B. This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- C. The Contractor shall perform all Work in a neat and workmanlike manner reasonably acceptable to the District. In the event the District in its sole determination, finds that the work of the Contractor is not satisfactory to the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- D. The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.
- E. The Contractor shall report directly to the District Manager. The Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.
- F. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

### **SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.**

- A. The District shall pay the Contractor **Twenty Thousand One Hundred Eighty-Eight Dollars and Zero Cents (\$20,188.00)** for the Work as identified in **Exhibit A**. The Contractor shall invoice the District for the Work pursuant to the terms of this Agreement. The District shall provide payment within thirty (30) days of receipt of invoices.
- B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon

successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. The Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve the Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work are found to be defective, deficient or not in accordance with the Agreement, the Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

**SECTION 5. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 6. INSURANCE.**

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

1. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

2. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - i. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
3. Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
4. Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** The District, its staff, consultants, officers, and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 7. INDEMNIFICATION.**

**A.** The Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by the Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 10. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 12. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement,

notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 13. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 14. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

<b>A. If to the District:</b>	West Villages Improvement District 2501A Burns Road Palm Beach Gardens, Florida 33410 Attn: District Manager
<b>With a copy to:</b>	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
<b>B. If to the Contractor:</b>	Bravo Site Works LLC 10600 Chevrolet Way, Suite 217 Estero, FL 33928 Attn: _____

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

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the

benefit of any third party not a formal party to this Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Sarasota County, Florida.

**SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is **William Crosley** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, [WCROSLEY@SDSINC.ORG](mailto:WCROSLEY@SDSINC.ORG), (561) 630-4922.**

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation

of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

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

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

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

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

**SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 31. SCRUTINIZED COMPANIES STATEMENT.** The Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement on the day and year first written above.

**WEST VILLAGES  
IMPROVEMENT DISTRICT**

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Chairperson, Board of Supervisors

**BRAVO SITE WORKS LLC**, a  
Florida limited liability company

*Keith Hopkins*  
Keith Hopkins (Date: 10/18/2023 10:27:55 EST)

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By: Keith Hopkins

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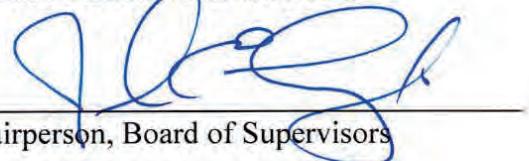
Its: Managing Member

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**Exhibit A:** Scope of Work

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement on the day and year first written above.

**WEST VILLAGES  
IMPROVEMENT DISTRICT**



Chairperson, Board of Supervisors

**BRAVO SITE WORKS LLC**, a  
Florida limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Scope of Work

## Exhibit A

### Scope of Work

<b>Customer:</b>	Stantec	<b>Project Name:</b>	Well Site 83
<b>Proposal #:</b>		<b>Project #:</b>	25403
<b>Prepared:</b>	12.1.2025	<b>Plan Set #:</b>	WR#12970223

#### Electrical

Scope of Work					
Total LF	Quantity by Type	Unit	Task	Service Description	Type
	1	LF	Install	3 Phase Transformer Pad	Primary
	1	LF	Install	48" Splice Box	Primary
1,875	375	LF	Install	375 LF Directional Bore (5 Runs) 2" Conduit	Primary

Additional Services					
	Quantity	Unit	Task	Service Description	Type
	1,875	LF	Approve	Approval w/ Jetline   Primary Conduit + Secondary	Primary
	1	EA	Service	Mobilization	N/A
	1	EA	Service	Sunshine811 Locate Admin	N/A
	1	EA	Delivery	Material Acquisition / Pick-Up	N/A

\* FPL to provide FPL portion of material, Bravo to pick up material and deliver to job site.

**TOTAL PROPOSAL VALUE: \$ 20,188**

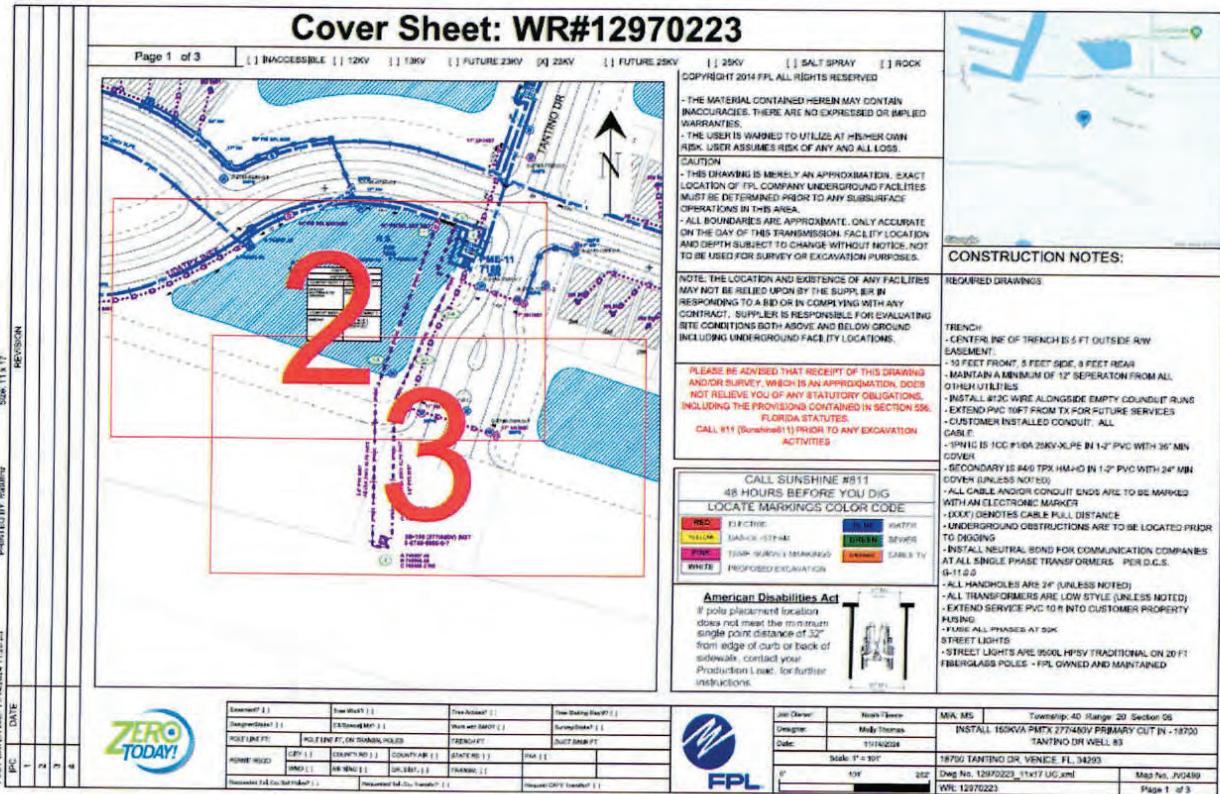
***Site Work Key Terms:***

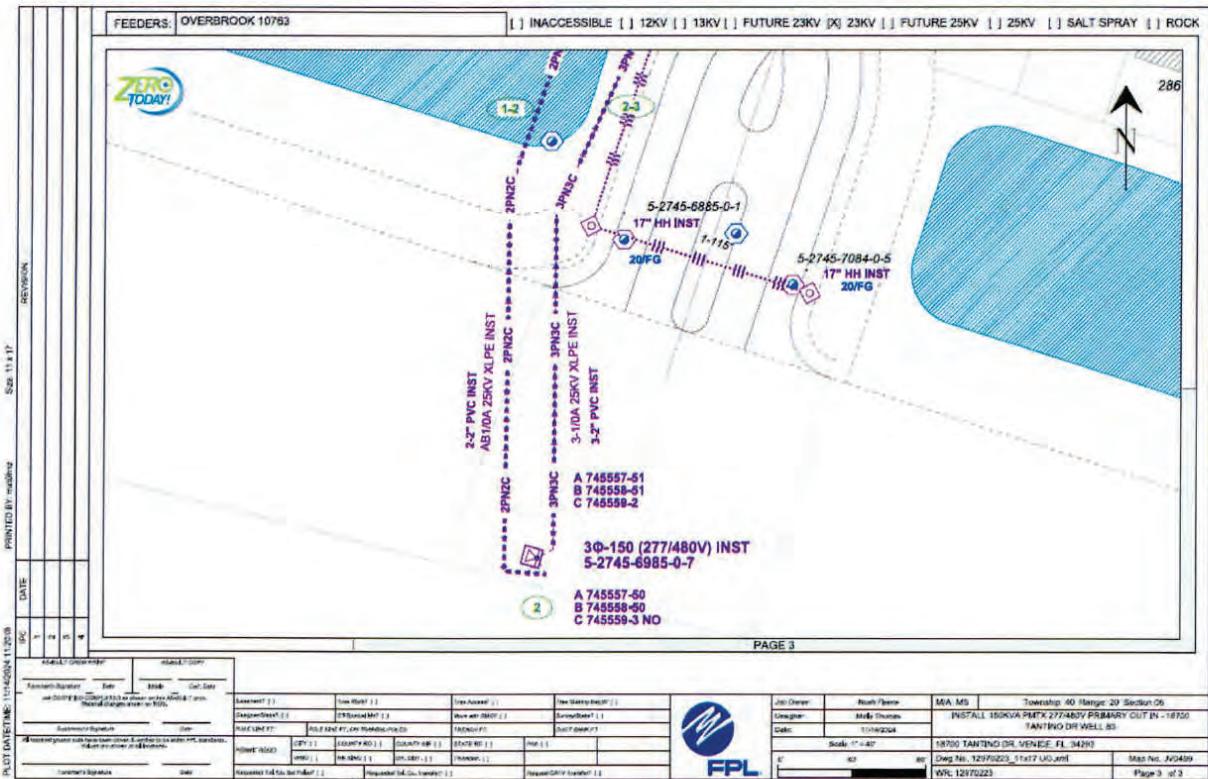
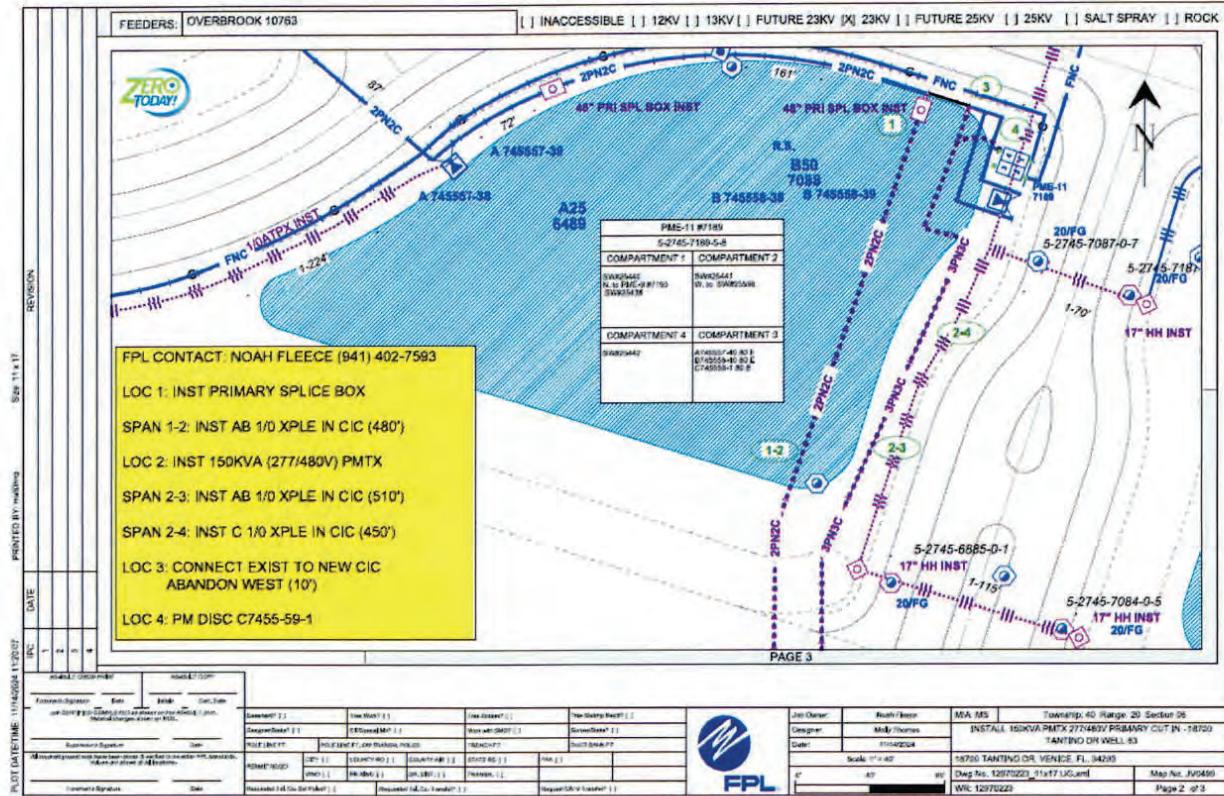
- Bid assumes 5% retainage
- Quote excludes Dumpster Pad & Enclosure unless otherwise stated
- Removal of any exotic species excluded from this quote unless otherwise stated
- Relocation of any trees excluded from this quote unless otherwise stated
- Final payment is based on actual quantity installed
- Payment due for materials at time of delivery all other invoices due within 30 days of date of invoice, regardless of when payment is made by Owner
- Proposal is based on 5% retainage being held throughout the project. Final retainage to be released within 30 days of final invoice.
- The above proposal is for listed items only. Any deviation of contracted work will require a signed change order.
- All work listed above shall be performed during regular business hours (Mon - Friday). Specific working times (nights / weekends) are subject to additional charges.
- Due to manufacture supply issues, all quotations and orders are subject to availability and final prices are subject to change to the price in effect at the time of delivery.
- Permits by others
- Removal and/or replacement of unsuitable or unusable materials (i.e. Rock / Clay / Muck) below grade is not included.
- Brava Site Works reserves the right to withdraw this Bid / Proposal at any time before written acceptance is acknowledged.
- No rock excavation included, if encountered rock excavation to be performed at \$60/LF
- Wellpoints are not included unless otherwise stated
- Landscaping, landscaping restoration, sod and seed by others.
- Connection to Utilities is based on connection point at 4' depth or less, additional charges could apply if connection point is greater than 4'.
- All utilities to within 5' of building connections by others.

***General Scope Exclusions***

- Engineering.
- Stand-alone Permits.
- Bid does not include any excavation or boring not specifically itemized in the proposal.
- Parking costs for employees if required.
- Performance & Payment Bonds.
- Builders Risk insurance.
- Bid Bond.
- Liquidated damages.
- Use tax
- Demolition Work not specifically itemized in proposal.
- Concrete Cutting and pour back.
- X-Ray or GPR.
- Survey and location unless itemized in proposal.
- Prevailing wages and certified payroll.
- Repairing damaged unknown utilities.
- Concrete pads unless itemized in proposal.

- 3rd Party Testing & Certification
- Any scope of work not mentioned on the above inclusions.
- Final grading and/or compaction unless itemized in proposal.
- Over time impacted by Schedule and Non-conformance of other trades.
- If Unsuitable Material is Encountered While Installing Utilities no Import Backfill Material is Included in this bid which will result in a Change Order.
- Should the Owner or Contractor require a form other than Bravo Site Works agreement; Bravo Site Works, LLC proposal must be referenced as an attachment in the contract and must be signed by an authorized representative of both companies.
- Bravo Site Works' proposal is based on all work starting within 60 days regardless of any delays. Should the project fail to start by that date, Bravo Site Works reserves the right to renegotiate and adjust the prices quoted.
- Bravo Site Works will not be responsible for the protection or cleaning of any decorative brick pavers, curbing, bridge decks, driveway Etc. while performing our portion of work.
- Bravo Site Works will not be responsible for any damage caused by vibratory rollers required to achieve the required densities on the project.
- Pricing excludes all permits and fees, utility location or adjustments, asphalt patching, trench cut repairs, Brick Pavers, Liquid Brick, or removal of existing or conflicting pavement markings and RPM's.
- The above stated exclusions may not list all items, but unless Bravo Site Works quotation states a bid item, assume that it is not included in the scope of work quoted for this project.
- Removal/Replacement of unforeseen unsuitable materials are excluded if encountered. Payment Will be billed at the Unit Price Agreed Upon prior to work commencing or on a T & M Basis.
- Irrigation, Landscaping and Sodding repairs or installations are not included.
- Unless specifically noted as a line item any retaining walls, fencing, guardrails, handrails, or site furnishings are not included.
- Bravo Site Works is not responsible for any Pre-existing Environmental or Hazardous Conditions.
- All Buried Trash/Concrete/debris/etc. is Excluded.
- Night and Weekend Work Excluded (Saturdays Are Makeup Days Only for Rained out Weekdays)
- This Proposal is Based on Work Being Completed During Hours of 7:00 Am to 5:30 Pm, Monday-Friday. Excluding Holidays and Weekends.
- Any unsuitable Material to be utilized on-site, no unsuitable material to be Removed from the Project.
- All Underground Utilities to be Backfilled with Excavated Material. (Excavated Trench Material to be used for Backfill)
- Bravo Site Works is Only Responsible for MOT While on Site. If Remobilization is Required, Bravo Site Works Reserves the Right to Add Additional Costs Associated With MOT
- Any Overtime accrued Due to Inclement Weather or Unforeseen Delays to Be Billed at Time and a half. At the Cost of the Owner and not Bravo Site Works
- Due to the Volatility of the Market Bravo Site Works Reserves the Right to Adjust Cost Increases of Materials and fuels.
- This Bid Does not include Any Hurricane Preparedness Costs. Any Work to Prepare for Hurricane will Be Done on a T&M Basis.
- Silt Fence to be installed one time at the beginning of the job. Any Silt Fence / Perimeter Fence maintenance excluded and to be by others.
- The buffer zone shown on plans does not have any detail. Any extra work in these areas is not included in the proposal and considered excluded.
- Import material pricing is good for 30 days. Increases in material or hauling will be directly passed on to ownership.
- Security provided by others.
- Prices for PVC & HDPE Good For 45 Days and Subject to Change over the Duration of job.





**Sent Via Email:** [wcrosley@sdsinc.org](mailto:wcrosley@sdsinc.org)

December 15, 2025

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

Subject : **Work Authorization Number 2026-5**  
**West Villages Improvement District**  
**Updates to Irrigation System Master Plan, Irrigation System Model, Water**  
**Use Reporting Automation and Intelligence Dashboard**

Dear Mr. Crosley:

Dewberry Engineers Inc. is pleased to submit this Work Authorization to provide the following updates and services for the Master Irrigation/Reclaim System for West Villages Improvement District (District). We will provide these services pursuant to our current agreement ("District Engineering Agreement") as follows.

#### **I. Master Irrigation System Model Update**

We will integrate the necessary data into the irrigation model and evaluate the system according to the established hydraulic standards and Level of Service (LOS) criteria. The master irrigation system WaterGEMS model is currently operating at "steady-state," meaning attributes (PIL water elevation, valve/pump on/off status, etc.) do not change with time. We will convert the model from steady-state to an extended period simulation (EPS). EPS simulates variances in pressures and flows over a period of time, allowing for better monitoring of elevations within the PILs, to determine an overall water budget and assess for irrigation water supply deficits. We will notify the District of potential issues within the irrigation system operation, both in its current condition and as new facilities are connected. The deliverables for this task will be an irrigation water model that reflects current infrastructure and a proposed irrigation system water budget and the associated WaterGEMS hydraulic model file.

We will submit detailed information requests necessary for completion of the scope of services to the District. Information requested may include:

- CAD plans for current and future residential and commercial developments;
- As-built records of existing District assets;
- CAD plans of current and future irrigation infrastructure;
- Pump curves and miscellaneous pump operational data;
- Reclaimed water flow data to PILs;
- Irrigation well pumping data;

- Irrigation water use AGMOD projections;
- Irrigation water use allocations;
- Irrigation schedules; and
- Monthly irrigation water use values.

The District will notify Dewberry of any new irrigation customers.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget not-to-exceed \$62,000, plus other direct costs. The estimated time to complete this task after notice to proceed and reception of supporting documentation and data is approximately 4-5 months.

## **II. Update Irrigation System Master Plan**

We will update the 2024 Irrigation System Master Plan to reflect existing 2026 conditions and future 2036 conditions, as well as the final build-out scenario. This revision will incorporate necessary changes to the narrative, including updated supply sources, irrigation demands, and irrigation assets. It will also include revised figures depicting the updated irrigation system WaterGEMS hydraulic model including irrigation main sizes, simulated system pressures, and customer locations. We will supply a draft of the revised irrigation system master plan to the District for review. Dewberry, in collaboration with the District, will finalize the draft irrigation system master plan. We will also perform a quality assurance/quality control (QA/QC) review of the report. The deliverable for this task will be the final irrigation system master plan and an updated WaterGEMS hydraulic model file.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget not-to-exceed \$21,000, plus other direct costs. The estimated time to complete a draft report is within 2 months after the completion of Task I and a final report within 1 month after district review and reception of comments.

## **III. Water Use Reporting Automation and Intelligence Dashboard**

We currently provide the District a monthly water use report that details irrigation usage per customer in a series of graphs, respective to their annual average daily allocation and monthly AGMOD usage predictions. The irrigation usage data is obtained from meter readings, which the District communicates to Dewberry in PDF. We will utilize PowerBI to automate the production of these reports and display the resulting graphs on a "dashboard" that is visible to the District staff on demand. The completed deliverable for this task will include a simple data entry form for the District to complete on a monthly basis, an internal QA/QC review of the data, a PowerBI dashboard that displays graphs of the irrigation use per customer, and a PDF copy of the monthly water use report, the associated PowerBI PBIX file and the underlying data used to create the dashboard.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget not-to-exceed \$42,000, plus other direct costs. The estimated time to complete this task after notice to proceed is approximately 3 months.

## **IV. Master Irrigation System Pump Design and Connection Reviews**

We will utilize the newly updated master irrigation system hydraulic model to provide pump station and irrigation distribution system design services, as requested by the District and district engineer. These design services may include sizing pumps/pump stations, strategically planning cost-effective locations for new irrigation mains, sizing new irrigation mains, upsizing existing infrastructure, and additional tasks. We will review any proposed new or modified irrigation system assets (pumps, irrigation mains, etc.) to assess their capability to provide forecasted irrigation demands for both existing and final build-out scenarios. The completed deliverables for this task will include design recommendations, supported by relevant data and figures from the WaterGEMS hydraulic analysis in PDF file format.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget not-to-exceed \$15,000, plus other direct costs.

#### **V. Master Irrigation System Automation Evaluation**

As the size and complexity of the master irrigation system grows, we will evaluate and present options to automate and provide real time operational status monitoring and control of key aspects of the system such as current and forecasted water levels, flows, demand, rainfall, pump operations, etc. (Commonly referred to as Supervisory Control and Data Acquisition or SCADA).

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget not-to-exceed \$18,000, plus other direct costs. The estimated time to complete this task after notice to proceed and the completion of task 1 is approximately 2 months.

#### **VI. Other Direct Costs**

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

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

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

Sincerely,



Reinardo Malavé, P.E.  
Associate Vice President

RM:ap  
M:\Proposals - Public\Municipal\West Villages Improvement District\Work Authorizations\2026\West Villages Improvement District Number 2026-5 Irrigation\_Master Plan Revised – 11-25-2025  
Enclosures

Mr. William Crosley  
West Villages Improvement District  
Work Authorization 2026-5  
November 25, 2025

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
West Villages Improvement District

Date: \_\_\_\_\_

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND  
SWCA, INCORPORATED FOR GENERAL IRRIGATION PROGRAM  
IMPLEMENTATION SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 19<sup>th</sup> day of December 2025, by and between:

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

**SWCA, INCORPORATED**, an Arizona corporation, whose mailing address is 20 E Thomas Road, Suite 1700, Phoenix, Arizona 85012 (the “Consultant”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “Act”) for the purpose of planning, constructing acquiring and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District; and

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

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

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

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

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

**ARTICLE 3. COMPENSATION.** Consultant shall perform the Services identified in Section 2 herein in exchange for payment of the total sum not exceeding **Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00)**, as set forth in **Exhibit A**. Such payment shall be due within thirty (30) days of receipt of a monthly invoice reflecting the percentage of Services completed to-date, subject to the District’s review and approval of the work performed. This payment includes, but is not limited to, all permits, materials and labor necessary to complete the Services as

described herein. Consultant agrees to render each monthly invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Consultant in accordance with the Prompt Payment Act. No additional services shall be provided by the Consultant unless authorized in advance by the District in writing. Any additional services performed without such prior written authorization shall be at Consultant's sole risk and expense, and the District shall have no obligation to compensate Consultant for such unauthorized services.

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

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

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

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

## **ARTICLE 7. OWNERSHIP OF DOCUMENTS.**

- A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Consultant pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B.** The Consultant shall deliver all Work Product to the District upon completion thereof unless it is necessary for Consultant, in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Agreement, the Consultant shall deliver all such Work Product whether complete or not within ten (10) business days of the termination date. The District shall have all rights to use any and

all Work Product. Consultant shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent.

- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Consultant hereby assigns to the District any and all rights Consultant may have including, without limitation, the copyright, with respect to such work. The Consultant acknowledges that the District is the motivating factor for the creation of the Work Product and, for purposes of copyright or patent law, the District has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs. Consultant agrees to execute any additional documents reasonably necessary to perfect the District's ownership rights in the Work Product.
- D. The District agrees to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the District's material unauthorized alteration of the Consultant's designs, drawings and specifications constituting the Work Product hereunder, provided that Consultant provides the District with prompt written notice of any such claim and cooperates fully in the defense thereof.

## **ARTICLE 8. INSURANCE.**

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

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

**B.** The District shall be named as an additional insured party on General Liability and Automobile Liability. Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Consultant be without insurance in the above amounts. Consultant shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.

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

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

**A. If to Consultant:** SWCA, Incorporated  
20 E Thomas Road, Suite 1700  
Phoenix, Arizona 85012  
Attn: Dave Kelly

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

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

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

the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

#### **ARTICLE 10. INDEMNIFICATION.**

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** The Consultant agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, and to the extent caused by the negligence in the work performed by Consultant, including litigation or any appellate proceedings with respect thereto. Nothing herein shall be construed to require Consultant to indemnify the District for the District's own negligence. Neither party shall be liable to the other party in any circumstances for any indirect, economic, special, liquidated, or consequential loss or damage including but not limited to loss of revenue, loss of production or loss of profit.
- C.** The Consultant hereby acknowledges, agrees, and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*, or other statute or law. This Article shall survive any termination of this Agreement.

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

**ARTICLE 12. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

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

**ARTICLE 14. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**ARTICLE 15. PUBLIC RECORDS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is William Crosley (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

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

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

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

Services performed up to the date of termination, but subject to any offsets the District may have against such amounts as the Consultant's sole remedy for recovery under this Agreement.

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

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

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

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

### **ARTICLE 23. COMPLIANCE WITH PROFESSIONAL STANDARDS.**

- A.** The Consultant shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of Consultant's professional and related services performed under this Agreement shall be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the technical accuracy of its services and related documents.
- B.** In performing its obligations under this Agreement, the Consultant and each of its agents, servants, employees, or anyone directly or indirectly employed by the Consultant, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals

practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed. Any designs, drawings, reports, or specifications prepared or furnished by the Consultant that contain errors, conflicts, or omissions will be promptly corrected by the Consultant at no cost to the District.

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

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

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

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

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

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

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

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further,

absent such notification from the District, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

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

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

**ARTICLE 31. ANTI-HUMAN TRAFFICKING STATEMENT.** Consultant represents and warrants that it does not and will not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Consultant has complied, and agrees to comply, with all provisions of Section 787.06, Florida Statutes. Consultant agrees to indemnify and hold harmless the District from any claims, damages, or liabilities arising from Consultant's breach of this provision.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the Effective Date.

**Attest:**

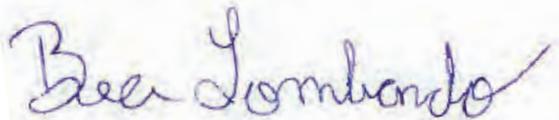
**WEST VILLAGES  
IMPROVEMENT DISTRICT**

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Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors



Witness

**SWCA, INCORPORATED**



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By: David Kelly  
Its: Southeast Director Mining and Water Resources

**Exhibit A:** Scope of Services

**Exhibit A**  
**Scope of Services**

December 18, 2025

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

**Re: General Irrigation Program Implementation Services 2026**

Dear Mr. Luczynski:

SWCA will collaborate with representatives of West Villages Improvement District (WVID) to provide the following tasks associated with the West Villages project located in Sarasota County FL, through the calendar year 2024-2025.

**Task 1 – General Hydrogeologic and Irrigation Program Services for 2026**

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

SWCA will provide oversight and coordinate well capacity testing, well contractor oversight, and data analysis for up to three groundwater wells associated with the WVID water use permit (WUP) No. 20-3872.026.

SWCA will perform ongoing water supply planning evaluations. This will consist of working with WVID engineers to develop water supply planning for the future Winchester Ranch developments as needed. SWCA will also work with WVID and representatives of the City of North Port on desktop water supply planning as needed.

SWCA will work with WVID staff, as needed, to modify the WUP to add existing developments of Tortuga, Oasis, and Preserve.

SWCA will collaborate with representatives of WVID to provide the Southwest Florida Water Management District (SWFWMD) WUP compliance updates, which will include meter readings, water conservations plan reviews and submittals, ERP status updates, and well and surface water withdrawal status updates. This may include WUP modification to add new Primary Irrigation Lakes (PILs) or new irrigation sources or supply demands, except for new groundwater demands, beyond what is currently permitted under WUP 20-3872.026. Any changes to groundwater demands may be considered a major modification and may be performed under a separate scope of services.

SWCA will collaborate with representatives of WVID to develop and submit to the Southwest Florida Water Management District the 2025 water year annual environmental report, and ERP annual report in compliance with Special Condition No. 5 and 13 of the water use permit.

SWCA will collaborate with representatives of WVID to develop and implement a surficial aquifer groundwater monitoring plan in accordance with Special Condition No. 32 of WUP 20-3872.024. This work will include identifying location for three (3) piezometers and developing monitoring plan for approval by the SWFWMD. SWCA will develop construction specifications for installation of the proposed piezometers. The installation and monitoring of the piezometers will be provided under a separate scope of work. The monitoring wells (piezometers) shall be installed by a licensed Florida well drilling contractor.

### **Assumptions**

1. This scope of work does not include modification of WVID water use permit No. 20-3872 to add new groundwater supplies beyond what is currently permitted under WUP 20-3872.026
2. This scope of work does not include installation or monitoring of piezometers in accordance with Special Condition No. 32 of WUP 20-3872.024. SWCA assumes those services will be provided under a separate standalone scope of work. The monitoring wells (piezometers) shall be installed by a licensed Florida well drilling contractor.
3. Client will provide all permit applications, compliance, and public noticing fees as needed.
4. Client will provide ownership document(s) such as warranty deed as needed.
5. Client will provide authorized agent information.
6. No surface water modeling will be performed under this scope of services.
7. No ERP or exemptions will be needed. Those services can be provided under a separate scope.
8. Client will directly hire contractor(s), if needed, related to compliance activities, such as meter calibrations.
9. SWCA travel is limited to purposes defined under this Scope of Services and will include only the WVID service area and the SWFWMD Tampa service office.
10. Any requests for additional information, approvals, authorizations, clarifications, or WUP issues not specifically detailed in the Scope of Services will be performed as additional services.
11. Drawings, plans, etc. prepared by SWCA and submitted, as work products for this project will not have to be revised in response to a re-design or re-engineering of the project outside the control of SWCA.
12. Cost increases resulting from the imposition of new rules, laws, or restrictions by the state legislature, water management districts, or local governments are not included in the cost of this proposal.
13. No appearances or presentations before an Administrative Hearing Officer or Judge will be required. Those services will be performed under a separate scope of services.

### **Compensation**

Compensation for the completion of services pursuant to this Scope of Services rendered by SWCA staff will be billed on a time and materials basis for an estimated fee of \$65,000 (not to exceed without prior Client authorization). These services will be invoiced monthly. In the event additional services are requested by the Client, such additional services will be charged on a time and materials basis as well.

Sincerely,



David Kelly  
SWCA Southeast Director Mining and Water

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

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into this 23<sup>rd</sup> day of December, 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, including a segment of West Villages Parkway adjacent to the community known as “Everly” located within “Unit of Development No. 9” of the District (the “**Roadway**”); and

**WHEREAS**, the Developer has a need to construct certain turn lane improvements to the Roadway for purposes of creating a point of access to Everly from the Roadway, as more particularly described in **Exhibit A** attached hereto (the “**Developer Improvements**”); and

**WHEREAS**, the District desires to construct curbing for the Roadway, as more particularly described in **Exhibit A** attached hereto (the “**District Improvements**,” together with the Developer 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**, 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 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 CONSTRUCTION SERVICES; REIMBURSEMENT OBLIGATIONS RELATIVE TO SAME.** 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 **Fifty-Nine Thousand Six Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$59,668.75)**, 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.

**3. CAPITALIZATION.** The Parties acknowledge and agree that the Developer Improvements are ultimately public infrastructure improvements and accordingly all funding for 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.

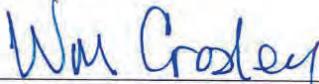
**13. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by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

[SIGNATURE BLOCKS ON THE NEXT PAGE]

**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.

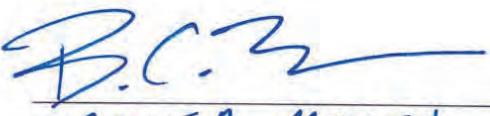
Attest:

  
Wm. Crosley  
Secretary / Assistant Secretary

**WEST VILLAGES IMPROVEMENT DISTRICT**

  
Chairperson, Board of Supervisors

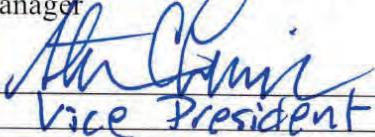
Attest:

  
Bruce A. Mellen  
Print Name

**WELLEN PARK CONSTRUCTION, LLLP**

By: Thomas Ranch Villages GP, LLC  
Its: Manager

By: Thomas Ranch Manager, LLC  
Its: Manager

By:   
Alan J. Davis  
Its: Vice President

**Exhibit A:** Scope of Construction Services

## Exhibit A

### Scope of Construction Services

Description	Qty	Unit	Unit Price	Extended	Wellen Park		WVID	
					Qty	Extended	Qty	Extended
Mobilization	1	LS	\$ 11,920.00	\$ 11,920.00	0.75	\$ 8,940.00	0.25	\$ 2,980.00
MOT	1	LS	\$ 5,020.00	\$ 5,020.00	0.75	\$ 3,765.00	0.25	\$ 1,255.00
Earthwork	1	LS	\$ 18,155.00	\$ 18,155.00	0.75	\$ 13,616.25	0.25	\$ 4,538.75
Finish Grading	1	LS	\$ 12,430.00	\$ 12,430.00	1	\$ 12,430.00		\$ -
Remove Concrete Curb and Gutter	5	LF	\$ 47.00	\$ 235.00		\$ -	5	\$ 235.00
Saw Cut Asphalt	800	LF	\$ 6.30	\$ 5,040.00		\$ -	800	\$ 5,040.00
Remove Asphalt Paving	14	SY	\$ 40.00	\$ 560.00		\$ -	14	\$ 560.00
6" LBR 100 subgrade	675	SY	\$ 35.00	\$ 23,625.00	675	\$ 23,625.00		\$ -
9" Road Base	389	SY	\$ 53.50	\$ 20,811.50	389	\$ 20,811.50		\$ -
3" Asphalt Binder	389	SY	\$ 45.00	\$ 17,505.00	389	\$ 17,505.00		\$ -
1" Asphalt Surface	389	SY	\$ 15.50	\$ 6,029.50	389	\$ 6,029.50		\$ -
F Modified Curb	1030	LF	\$ 34.00	\$ 35,020.00	290	\$ 9,860.00	740	\$ 25,160.00
Striping	1	LS	\$ 1,910.00	\$ 1,910.00	1	\$ 1,910.00		\$ -
Storm MH Raise Existing Top	1	EA	\$ 650.00	\$ 650.00	1	\$ 650.00		\$ -
Connect to Existing 8" Dry Line	1	LS	\$ 950.00	\$ 950.00			1	\$ 950.00
8" PVC Dry Line	250	LF	\$ 56.00	\$ 14,000.00			250	\$ 14,000.00
Watermain Fittings	1	LS	\$ 1,750.00	\$ 1,750.00			1	\$ 1,750.00
Connect to Existing Drainage Structure	1	EA	\$ 650.00	\$ 650.00			1	\$ 650.00
Regrade Median	1	LS	\$ 2,550.00	\$ 2,550.00			1	\$ 2,550.00
					\$ 178,811.00	WP TOTAL	\$ 119,142.25	WVID TOTAL
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					\$ 178,811.00	WP TOTAL	\$ 119,142.25	WVID TOTAL
					\$ 178,811.00	WP TOTAL	\$ 119,142.25	WVID TOTAL

## **RESOLUTION 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ISSUANCE OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 10), SERIES 2025 (ASSESSMENT AREA TWO); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE ISSUANCE AND CLOSING OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 10), SERIES 2025 (ASSESSMENT AREA TWO); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District previously adopted resolutions authorizing the issuance of bonds within the scope of the Act, including \$8,360,000 West Villages Improvement District Capital Improvement Revenue Bonds (Unit of Development No. 10), Series 2025 (Assessment Area Two) (the “Series 2025 Bonds”); and

**WHEREAS**, the District closed on the issuance of the Series 2025 Bonds on November 19, 2025; and

**WHEREAS**, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, Financial Advisor, Bond Counsel and District Counsel were required to execute and/or deliver various documents (the “Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2025 Bonds.

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

**SECTION 1.** The issuance and closing of the Series 2025 Bonds is in the best interests of the District.

**SECTION 2.** The issuance of the Series 2025 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

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

**PASSED AND ADOPTED** this 8<sup>th</sup> day of January, 2026.

ATTEST:

**WEST VILLAGES IMPROVEMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

## **RESOLUTION 2026-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ISSUANCE OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 11), SERIES 2025 (ASSESSMENT AREA ONE); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE ISSUANCE AND CLOSING OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 11), SERIES 2025 (ASSESSMENT AREA ONE); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District previously adopted resolutions authorizing the issuance of bonds within the scope of the Act, including \$17,325,000 West Villages Improvement District Capital Improvement Revenue Bonds (Unit of Development No. 11), Series 2025 (Assessment Area One) (the “Series 2025 Bonds”); and

**WHEREAS**, the District closed on the issuance of the Series 2025 Bonds on November 18, 2025; and

**WHEREAS**, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, Financial Advisor, Bond Counsel and District Counsel were required to execute and/or deliver various documents (the “Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2025 Bonds.

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

**SECTION 1.** The issuance and closing of the Series 2025 Bonds is in the best interests of the District.

**SECTION 2.** The issuance of the Series 2025 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

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

**PASSED AND ADOPTED** this 8<sup>th</sup> day of January, 2026.

ATTEST:

**WEST VILLAGES IMPROVEMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

## **RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ISSUANCE OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 13), SERIES 2025 (ASSESSMENT AREA ONE); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE ISSUANCE AND CLOSING OF THE WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 13), SERIES 2025 (ASSESSMENT AREA ONE); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District previously adopted resolutions authorizing the issuance of bonds within the scope of the Act, including \$2,145,000 West Villages Improvement District Capital Improvement Revenue Bonds (Unit of Development No. 13), Series 2025 (Assessment Area One) (the “Series 2025 Bonds”); and

**WHEREAS**, the District closed on the issuance of the Series 2025 Bonds on December 18, 2025; and

**WHEREAS**, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, Financial Advisor, Bond Counsel and District Counsel were required to execute and/or deliver various documents (the “Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2025 Bonds.

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

**SECTION 1.** The issuance and closing of the Series 2025 Bonds is in the best interests of the District.

**SECTION 2.** The issuance of the Series 2025 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

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

**PASSED AND ADOPTED** this 8<sup>th</sup> day of January, 2026.

ATTEST:

**WEST VILLAGES IMPROVEMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors