



**WEST VILLAGES
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT
SARASOTA COUNTY
REGULAR BOARD MEETING
MARCH 12, 2026
1:00 P.M.**

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

www.westvillagesid.org
561.630.4922 Telephone
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AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
Commission Chambers
4970 City Hall Boulevard
North Port, Florida 34286
REGULAR BOARD MEETING
March 12, 2026
1:00 p.m.

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Publication Date
2026-03-02

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 March 12, 2026, at 1:00 P.M. via telephone communication and in the Commission Chambers located at 4970 City Hall Boulevard, North Port, Florida 34286.

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for improvement districts. A copy of the agenda and information on how to access the telephone communication information for this meeting may be obtained by accessing the Districts website at www.westvillagesid.org or by contacting the office of the District Manager, Special District Services, Inc., located at 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

PUBLISH: SARASOTA HERALD TRIBUNE 03/02/26#12108145

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 officer may declare a recess and contact local law enforcement. If a person does not immediately leave the premise, the presiding officer may request that the person be placed under arrest.

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

The WVID Board of Supervisors encourages citizen participation and appreciates civil feedback from attendees.

**WEST VILLAGES IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
FEBRUARY 12, 2026**

A. CALL TO ORDER

The February 12, 2026, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 1:00 p.m. at the Commission Chambers, 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 February 3, 2026, as legally required.

C. ACCEPT RESIGNATION OF CHRISTINE MASNEY

Mr. Crosley discussed that subsequent to the January Board meeting, staff had received a resignation letter from Christine Masney, which is included in the agenda package.

D. CONSIDER APPOINTMENT TO BOARD SEAT NO. 4

A motion was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously appointing Trevor Storm to Seat #4, which term expires in June 2027. There were no comments from public.

E. 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	Trevor Storm	Present in person
Supervisor	John Meisel	Present in person

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	Lindsay Whelan	Kutak Rock LLP
District Engineer	Giacomo Licari	Stantec

Also present were Stefan Molnar of Special District Services, Inc.; and David Kelly of SWCA Environmental Consultants.

F. ELECTION OF OFFICERS

- Chairman

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously electing John Luczynski as the District's Chairman.

- Vice Chairman

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously electing Steve Lewis as the District's Vice Chairman.

- Secretary/Treasurer

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously electing William Crosley as the District's Secretary/Treasurer and Todd Wodraska as Assistant Treasurer.

G. DISCUSSION REGARDING PUBLIC DECORUM AT BOARD MEETINGS

Chairman Luczynski read aloud the public decorum policy.

H. COMMENTS FROM THE PUBLIC ON ALL AGENDA ITEMS

Mr. Bando stated that he could not say enough good things about the support from West Villages Improvement District regarding the manual inspection of the irrigation system that has not run since March 2025. The wet check inspections are being performed to ensure the system is operating efficiently. With the help from GP POA's irrigation contractor and over 100 resident volunteers, everyone is working well together.

I. APPROVAL OF MINUTES

1. January 8, 2026, Regular Board Meeting

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley approving the minutes of the January 8, 2026, Regular Board Meeting, as presented. Upon being put to a vote, the **MOTION** carried 4 to 1 with Mr. Meisel abstaining because he stated he was not in attendance at that meeting.

J. UNIT OF DEVELOPMENT NO. 1

1. Consider Ratification of Park Restroom Cleaning Services Agreement

This agreement with Westwood Interior Cleaning, Inc. is recommended for Board approval for ongoing restroom maintenance. These restrooms are located at the new playground next to Fire Station 87, and the trail head bathrooms located at the current eastern terminus of Playmore Road. Compensation for these services is \$65.00 per visit for each interior cleaning and \$95.00 per visit for each exterior cleaning. The planned frequency for interior cleaning is 4 times per week for the playground and twice a week for the trail head, however trail head service will not begin until sometime in March. Exterior cleaning will be as needed. Expenses for this service were considered in the current fiscal year budget. The term of this agreement will be from February 1, 2026, through January 31, 2031, unless terminated earlier by either party in accordance with the provisions of the agreement.

Summit Security will lock and unlock the facilities daily which are open dawn to dusk.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously ratifying the park restroom cleaning services agreement with Westwood Interior Cleaning, Inc., as presented.

K. UNIT OF DEVELOPMENT NO. 3

1. Consider 2026 Gran Paradiso Infrastructure Management, Operation and Maintenance Agreement

Mr. Crosley reported that there was a call regarding this agreement with District staff and the Chairman along with leadership from the Gran Paradiso Property Owners Association, Inc. (GPPOA) Board of Directors that lasted over 2 hours. The call involved a first pass at discussion and review of the agreement details. While the agreement was not reviewed in its entirety, so far it seems like both parties will be able to come to terms. Mr. Crosley thanked the GPPOA leadership for taking the time to review the agreement with staff and commented that the relationship between the WVID and the GPPOA is moving forward in a very positive way.

As everyone is aware, the District presently owns various systems, facilities and infrastructure or “District Improvements” within Gran Paradiso which require inspection, operation and/or maintenance services. They are located near Renaissance Boulevard, Prestigio Boulevard, and Galleria Boulevard, and generally include the following: asphalt maintenance (but not resurfacing), curbs and gutters, inlets, drainage pipes, and associated signage, sidewalks, and streetlights, the main entry gatehouse feature improvements, wetland/preserve/conservation area property, stormwater management ponds and improvements, gopher tortoise preserve property, landscaping, hardscaping, irrigation and the multi modal walking trail improvements. There currently is an agreement originally signed in 2008, and amended through 2014, which is the current agreement being used today.

This 2026 agreement allows the District and the Association to clarify the parties’ responsibilities and rescind prior agreements. This agreement does not include the back entry gate improvements as these improvements are owned, operated and maintained by the Association. In addition, this agreement does not include the drainage canals. There is a map of the District property, and a scope of services for the improvements. Staff is seeking Board approval for this agreement in conceptual form, and to allow the Chairman and staff to make any necessary changes that can result in a fully executed agreement by both parties.

Mr. Meisel stated he desired for the agreement to be tabled until it was in final form.

Ms. Whelan stated that this agreement was long overdue for the need to be updated. The prior agreement was very vague, and staff has worked very hard on the form of the agreement and had a very extensive call with the GPPOA and believed that the agreement was very close on concepts and felt that the final version would not be much different from the agreement in the agenda package and it was the Board’s determination whether to approve today in substantial form.

Supervisor Lewis stated that he understood a substantial change to mean if there were changes that changed the character of the agreement it would be brought back to the Board for consideration, but if a word is changed for clarity or other non material provisions, the Chairman and staff have the latitude to make that change. Some types of discussion for changes could be explained as frequencies of inspection and reporting, not material matters such as indemnification.

Chairman Luczynski asked if GPPOA President Kelly would like to make any comment. GPPOA Bill Kelly said that the call was very productive and he concurred that at this point the parties are mostly fine tuning procedural and reporting issues. He stated that the new agreement was pretty much the same as what has been in place currently in terms of the GPPOA’s responsibility of maintenance and material terms.

What he took from the new agreement is that we are mostly changing reporting requirements and processes and refining scope.

Chairman Luczynski asked if his opinion was consistent with staff in that there is general concurrence on material terms of the agreement, and now the parties are mostly just working out the details? Mr. Kelly indicated that was correct.

A **MOTION** was made by Mr. Meisel to table this vote until the Agreement has been fully completed before the Board votes on it. The **MOTION** failed for the lack of a second.

A **MOTION** was made by Mr. Lewis approving the agreement in substantial form with the understanding that if there is a significant deviation on material terms, it will come back to the Board, but otherwise the Chairman and staff can finalize and execute same. Mr. Buckley seconded and the **MOTION** carried unanimously.

L. UNIT OF DEVELOPMENT NO. 6

1. Discussion Regarding Southwest Florida Water Management District (SWFWMD) Phase 2 Water Shortage

Chairman Luczynski stated that with the new irrigation restrictions enacted by Southwest Florida Water Management District (SWFWMD), he asked WVID consultant David Kelly from SWCA Environmental Consultants to attend the meeting to help answer questions from the Board and those in attendance on the restrictions. Chairman Luczynski also asked that Mr. Kelly contact SWFWMD to schedule a meeting to review the Modified Phase II water restrictions to be sure that the District's understanding, and Mr. Kelly's understanding, is 100% in concert with SWFWMD and their restrictions. Chairman Luczynski also stated that it would be a good time to have a discussion with SWFWMD because the application to modify the District's Water Use Permit was submitted on 02/11/26 to add Gran Paradiso back onto the permit.

Mr. Kelly explained the SWFWMD restrictions that began 02/08/26 and run through July 1, 2026. Key points discussed for landscape irrigation were: if conditions continue, SWFWMD can extend the restrictions; irrigation schedules will be reduced from 2 days per week to 1 day a week with only one water window per day allowed.

The length of the run time for each zone is not regulated, but SWFWMD does make recommendations for how long a zone runs based off of best management practices (sometimes too much water is as bad as not enough) for things like runoff or oversaturation of the ground. It is critical to reserve water resources every day, but especially during this very dry period. He stated that everyone should review the SWFWMD website to become familiar with all of the restrictions and recommendations.

Mr. Kelly noted that these restrictions do not affect the WVID allocations. Supervisor Meisel inquired whether it is fair to say that WVID has never received any communication of over usage from the SWFWMD in WVID's history. Mr. Kelly confirmed that to-date, the WVID has not received communication by SWFWMD of overuse.

Chairman Luczynski stated that we do not in any shape or form want to jeopardize the 50-year water use permit which is one of only two 50-year permits issued by SWFWMD (the other to Peace River Water Authority). This permit is very valuable and to be held dearly. This Board should never allow actions that could jeopardize the permit.

Mr. Kelly went on to explain that the declared water shortage does not affect the permit approval process and that SWFWMD has statutory timeline requirements to process applications.

Mr. Meisel inquired whether the water use permit modification will bring Gran Paradiso back within the boundary? Mr. Kelly responded that the modification application discussed earlier in the meeting will bring Gran Paradiso back into the irrigation program of the West Villages Improvement District. Mr. Crosley clarified that in order to stay within the current parameters of the permit, the manual inspections of the entire irrigation system (i.e., wet checks) that are being performed within Gran Paradiso are being completed by having water delivered by a truck, and so Gran Paradiso is not using the District's irrigation water for these operational checks, and that any water used for wet checks passes through a meter so it can be determined that the exact amount used does not exceed the amount delivered.

Mr. Kelly went on to answer various questions of members of the public. He specifically addressed:

- A grow-in cycle of new plantings is allowed, but this is a point for clarification that will be discussed at the meeting with SWFWMD for additional details.
- Zones programmed for 40 minutes once per week cannot be split into 20 minutes two days per week. It was suggested that grow-in cycles be identified by a threshold amount of plantings to eliminate residents from planting two or three plants and irrigating those zones daily for 30 days, calling it a "grow-in." This is also a point for clarification during the meeting with SWFWMD.
- New lawns that will be installed should not begin until the rainy season starts, as the drought period is the least opportunity for success of a newly installed lawn.

M. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Licari advised that the construction of Well 83 had begun and asked the Board to consider a change order for the site work being done by Bravo Site Works in the amount not to exceed \$10,000 for additional boring of 360-380 feet of conduit needed to complete the electrical run for energizing Well Site 83, which is a Unit 6 expense.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Storm and passed unanimously approving a change order for the site work being done by Bravo Site Works in the amount not to exceed \$10,000 for additional boring of 360-380 feet of conduit needed to complete the electrical run for energizing Well Site 83, which is a Unit 6 expense, as presented.

Mr. Licari also reported that after the opening of the playground near Fire Station 87 on the corner of Preto and Manasota Beach Road, there was a need to consider additional parking along Manasota Beach Road. Chairman Luczynski stated that Wellen Park would install the parking spaces with a hopeful reimbursement from the City of North Port from park improvement impact fees.

Supervisor Meisel thanked staff for the installation of the advanced warning signals on West Villages Parkway.

2. District Attorney

Ms. Whelan reported that since the last meeting the District had received payment from the GPPOA for the past due irrigation invoices of approximately \$640,000, and since then, District staff has been working expeditiously to prepare the water use permit modification application that was submitted on February 11, 2026 to SWFWMD.

In addition, pursuant to the settlement agreement, the GPPOA held a community vote on whether or not to convey a parcel of land to the District. That vote was declined by the residents, which is fine from the District's perspective, and instead there will be a \$300,000 payment made imminently to WVID. She stated that because the land conveyance was voted down by the Gran Paradiso residents, the District will continue to look for a site for a permanent administrative building. Staff looks forward to continuing to work with the GPPOA on all matters of mutual interest, and there are many.

Ms. Whelan stated that after the last meeting several members of the public asked her about the status of the independent investigation into Supervisor Meisel's apparent inappropriate contact with the GPPOA's attorney, Joseph Herbert. As a status update, she had touched base with the independent law firm who was doing the investigation and they have completed a document review and are working on completing oral interviews and anticipate finalizing their findings and preparing a written report to the District soon, hopefully by the March meeting, but more likely in April.

Supervisor Meisel asked now that we have settlement on these cases, when was the District going to provide the transcripts of the shade sessions. Ms. Whelan responded that the case was still active and that the GPPOA still had not filed a dismissal so those transcripts were still exempt under the public records laws at this time.

3. District Operations' Manager

Mr. Wilson reported that he had met with a gentleman named Dr. Joseph Peterson, who has a PhD in botany and plant science to potentially engage him for consultation and evaluation of the landscape contract scopes, and maintenance on the District rights-of-way such as West Villages Parkway, Preto Boulevard, Playmore Road, etc. A proposal has been requested for this type of consultation. Supervisor Lewis stated that he agreed with getting a third-party opinion.

4. District Manager

Mr. Crosley thanked Christine Masney for her service to the WVID Board since July 2019 and also welcomed Supervisor Storm to the Board.

Mr. Crosley noted that the next meeting would be held March 12, 2026. There is a meeting date change for the pre-scheduled meeting of June 11, 2026, because of a conflict with a City of North Port Commission meeting. The new June meeting will be held on the next day, Friday, June 12, 2026 at 1:00 p.m. in the City of North Port Chambers Room.

N. BOARD MEMBER COMMENTS

Supervisor Storm stated that he was looking forward to working with the District Board.

O. ADJOURNMENT

There being no further business to be addressed by the Board, the February 12, 2026, Regular Board Meeting was adjourned at 1:50 p.m. on a **MOTION** made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

**AMENDED AND RESTATED AGREEMENT FOR INFRASTRUCTURE
MANAGEMENT, OPERATION, AND MAINTENANCE**

THIS AGREEMENT (the “Agreement”) is made and entered into this 12th day of March, 2026 (the “Effective Date”), by and between:

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

WELLEN PARK, LLLP, a Florida limited liability limited partnership, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “Developer”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established, pursuant to Chapter 189, *Florida Statutes* and Chapter 2004-456, *Laws of Florida*, as amended (collectively, the “Act”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities, and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the Developer is developing the commercial development within the boundary of the District known as “Downtown Wellen Park” (the “Development”) at its sole cost and expense;¹ and

WHEREAS, upon the conclusion of the construction of the Development, the Developer will continue to own, operate, and maintain the private improvements, facilities, and property located therein; and

WHEREAS, the District presently owns certain real property within the Development identified as Tracts 7 and 300 as shown on that certain *Wellen Park Downtown Phase 1 plat*, recorded at Plat Book 54, Page 331 in the Official Records of Sarasota County, Florida, (collectively, the “Real Property”); and

WHEREAS, the District presently owns or plans to own various public improvements, facilities, and property located on the Real Property; and

WHEREAS, these improvements, facilities and property require management, inspection, operation, and/or maintenance services for which the District desires to retain an independent contractor; and

¹ For the avoidance of doubt, the parties acknowledge and agree that no District funds, including existing or future bond proceeds, were utilized for the construction of the public or private infrastructure within the Development.

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Developer to manage, operate, and maintain certain public improvements and facilities owned by the District and located on the Real Property, as described in more detail in **Exhibit A** attached hereto (the “**District Improvements**”); and

WHEREAS, in furtherance, the parties hereto previously entered into that certain *Agreement for Infrastructure Management, Operation, and Maintenance Services*, dated December 15, 2022, as amended (the “Prior Agreement”); and

WHEREAS, for ease of administration the parties now desire to amend and restate the Prior Agreement which shall be superseded and replaced as of the Effective Date of 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 are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. ACCESS TO PROPERTY. By execution of this Agreement, and for the term hereof, the Developer is entitled to access the Real Property for the purpose of providing the management, operation, and maintenance services relative to the District Improvements located thereon.

SECTION 3. DEVELOPER’S OBLIGATION.

- A. General duties.** The Developer shall be responsible for providing, or causing to be provided, the management, operation, and maintenance of the District Improvements, including providing for the appropriate property insurance therefore, at its own cost and expense. The services shall be provided by the Developer in a lawful, neat and professional manner in accordance with industry standards, and in compliance with the “Scope of Maintenance Services” attached hereto as **Exhibit B** and incorporated herein by this reference. The Developer shall utilize qualified and experienced employees or contractors to provide the services with such frequency as is necessary and reasonable under the circumstances in order to ensure that the District Improvements are properly maintained and function in accordance with their intended purpose.
- B. Inspection.** The Developer shall conduct regular inspections of all District Improvements. In the event the Developer discovers any irregularities or needs of repair to the District Improvements, the Developer shall report same to the Operations Manager and shall promptly correct, or cause to be corrected, any such irregularities or repairs.

- C. *Routine Repair and Maintenance.* The Developer shall make, or cause to be made, such routine repair work or normal maintenance to the District Improvements as may be required for the operation of the District Improvements, or as required under applicable government permits.
- D. *Emergency Repairs and Maintenance.* The Developer shall immediately notify the Operations Manager or District Engineer, as applicable, concerning the need for emergency repairs.
- i. The Developer, in consultation with the Operations Manager and/or District Engineer, as applicable, shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of the District.
 - ii. Alternatively, if emergency repairs are warranted as determined by the District in its sole and absolute discretion, the District reserves the right to coordinate such repairs at its own cost and expense. Emergency repairs may be made by the District without prior notice to the Developer; provided, however, that the Operations Manager shall use his best efforts to communicate the District's intent and/or completion of emergency repairs to the Developer as soon as is practicable. Upon the conclusion of the emergency repairs, the Developer shall thereafter resume the provision of the management, operation, and maintenance of the District Improvements.
- E. *Investigation and Report of Accidents/Claims.* The Developer shall promptly investigate and provide a written report to the Operations Manager as to all accidents or claims for damage relating to the management, operation, and maintenance of the District Improvements. Such report shall include a description of any damage or destruction of property and the estimated cost of repair. The Developer shall cooperate and make any and all reports required by any insurance company in connection with any accident or claim. The Developer shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors, which shall not be unreasonably withheld, conditioned or delayed.
- F. *Compliance with Government Permits, Rules, Regulations, Requirements, and Orders.* The Developer shall comply with any and all permits, rules, regulations, requirements, and orders affecting the District Improvements placed thereon by any governmental authority having jurisdiction. At the request of the District, and with at least thirty (30) days' prior written notice to the Developer unless an earlier time for response by the District is required by any such governmental authority having jurisdiction over the District and in any such event the Developer shall respond within a timeframe such as to allow the District to timely respond to the governmental authority, the Developer shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection

with the Developer's management, operation, and maintenance of the District Improvements. The Developer shall notify the Operations Manager, the District Engineer, and District Counsel in writing of any contact made with the Developer relative to the District Improvements by any such governmental authority having jurisdiction. The Developer shall specifically indemnify the District for any penalties, judgments, or orders levied or imposed against the District for failure to comply with any governmental permits, rules, regulations, requirements, and orders during the term of this Agreement that are due to Developer's failure to respond.

- G. *Care of the Property.*** The Developer shall use commercially reasonable efforts to protect the District Improvements from damage by the Developer, its employees or contractors. The Developer agrees to promptly repair any damage to the District Improvements resulting from the Developer's activities and work and to notify the District of the occurrence of such damage caused by the Developer's activities within forty-eight (48) hours.
- H. *Staffing and Billing.*** The Developer shall be solely responsible for the i) staffing, budgeting, financing, and ii) billing and collection of fees, assessments, service charges, etc., if applicable, that are necessary to perform the management, operation, and maintenance responsibilities set forth in this Agreement.
- I. *Utilities.*** The Developer shall be solely responsible for the provision of payment of all utilities, including but not limited to electricity, water (irrigation water main or individual potable water services, as may be appropriate), sewer, telephone, trash collection, and trash disposal as necessary for the proper management, operation, and maintenance of the District Improvements.
- J. *Liens and Claims.*** The Developer shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Developer shall promptly discharge or cause to be discharged any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Developer's performance under this Agreement.
- K. *Reports.*** The Developer agrees to meet with the Operations Manager and other District representatives, as needed and requested by the District, to walk the property to discuss conditions, schedules, and items of concern regarding the management, operation, and maintenance of the District Improvements.
- L. *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 Developer to perform under this Agreement shall be obtained and paid for by the Developer.

SECTION 4. TERM; TERMINATION.

- A. The term of this Agreement shall commence as of the Effective Date and shall continue for twenty (20) years, unless terminated earlier in accordance with Section 4(B) or by the written mutual consent of both parties hereto. Upon the expiration of the initial term, the parties may renew this Agreement for additional five (5) year terms upon mutual written agreement.
- B. Notwithstanding the foregoing, the District shall have the right to terminate this Agreement at any time due to Developer's failure to perform in accordance with the terms of this Agreement upon thirty (30) days' written notice ("Notice Period") detailing such alleged failure of the Developer; provided, however, the Developer shall have the right to cure any such alleged default or failure to perform on or before the expiration of such Notice Period. If the default is not reasonably curable within said Notice Period, the Developer may request and obtain an extension of the Notice Period upon a good faith showing that it has and is currently attempting to diligently cure such default, which extension shall not be unreasonably withheld by the District. In the event the Developer cures such alleged default or failure to perform during the Notice Period, this Agreement shall not be deemed terminated and shall continue in full force and effect.
- C. In the event of any termination, the Developer and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties.

SECTION 5. INSURANCE.

- A. The Developer shall maintain or cause to be maintained, at its own expense throughout the term of this Agreement, the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering legal liability, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage liability.
 - iii. Automobile Liability Insurance in limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District and its respective staff, consultants, agents and supervisors, shall be named as additional insureds on each of the above policies (except with respect to the Worker's Compensation Insurance policy). 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,

and such carrier shall have a Best's Insurance Reports rating of at least A-VII. If the Developer or its contractors 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, the Developer 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.

C. The Developer shall ensure that any contractors hired by it to conduct the management, operation, and maintenance activities set forth herein shall maintain, at their own expense throughout the term of the provision of such services relative to the District Improvements, the insurance coverages set forth in Sections 5(A) and 5(B) herein. Further, any contractors providing pesticide, herbicide, or other chemical applications relative to the District Improvements shall be required to maintain the following insurance:

i. Pollution liability insurance with limits of not less than \$1,000,000.

SECTION 6. INDEMNIFICATION

A. To the fullest extent permitted by law, the Developer agrees to indemnify, defend and hold harmless the District and its officers, agents, employees and staff 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, the acts, errors, omissions, or negligence of the Developer, or its officers, employees, representatives, contractors or subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the Developer's management, operation, and maintenance activities, or lack thereof, relative to the District Improvements as contemplated in this Agreement.

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, attorney fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

C. The Developer shall require that, by written contract, any contractor hired in connection with this Agreement indemnify, defend 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, the acts or omissions of such contractors, including litigation or any appellate proceedings with respect thereto, resulting from the contractor's management, operation, and maintenance activities, or lack thereof, relative to the District Improvements. For the avoidance of doubt, failure to obtain such written contract with any contractor, as applicable, shall be considered a breach of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Developer are required to enforce this Agreement or any provision hereof by court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the other 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 litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. 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.

SECTION 9. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Developer shall be acting as an independent contractor. Neither the Developer nor employees of the Developer, 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 Developer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Developer, if there are any, in the performance of this Agreement. The Developer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Developer 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 11. 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 12. 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 District and the Developer.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. 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 the District: West Villages Improvement District
2501-A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

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

B. If to the Developer: Wellen Park, LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Richard Severance
Attn: Nicole Swartz

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 Developer may deliver Notice on behalf of the District and the Developer. 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.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer 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 District and the Developer 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 District and the Developer and their respective representatives, successors, and assigns.

SECTION 16. CONTROLLING LAW; 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. Venue shall be in Sarasota County, Florida.

SECTION 17. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 18. 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 19. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. The District and the Developer 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 20. FINAL AGREEMENT; RESCISSION OF PRIOR AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement. Upon the Effective Date hereof, the Prior Agreement shall be rescinded and shall be of no further force and effect.

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

Attest:

WEST VILLAGES IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

John Luczynski
Chairman, Board of Supervisors

WELLEN PARK, LLLP

(Signature of Witness)

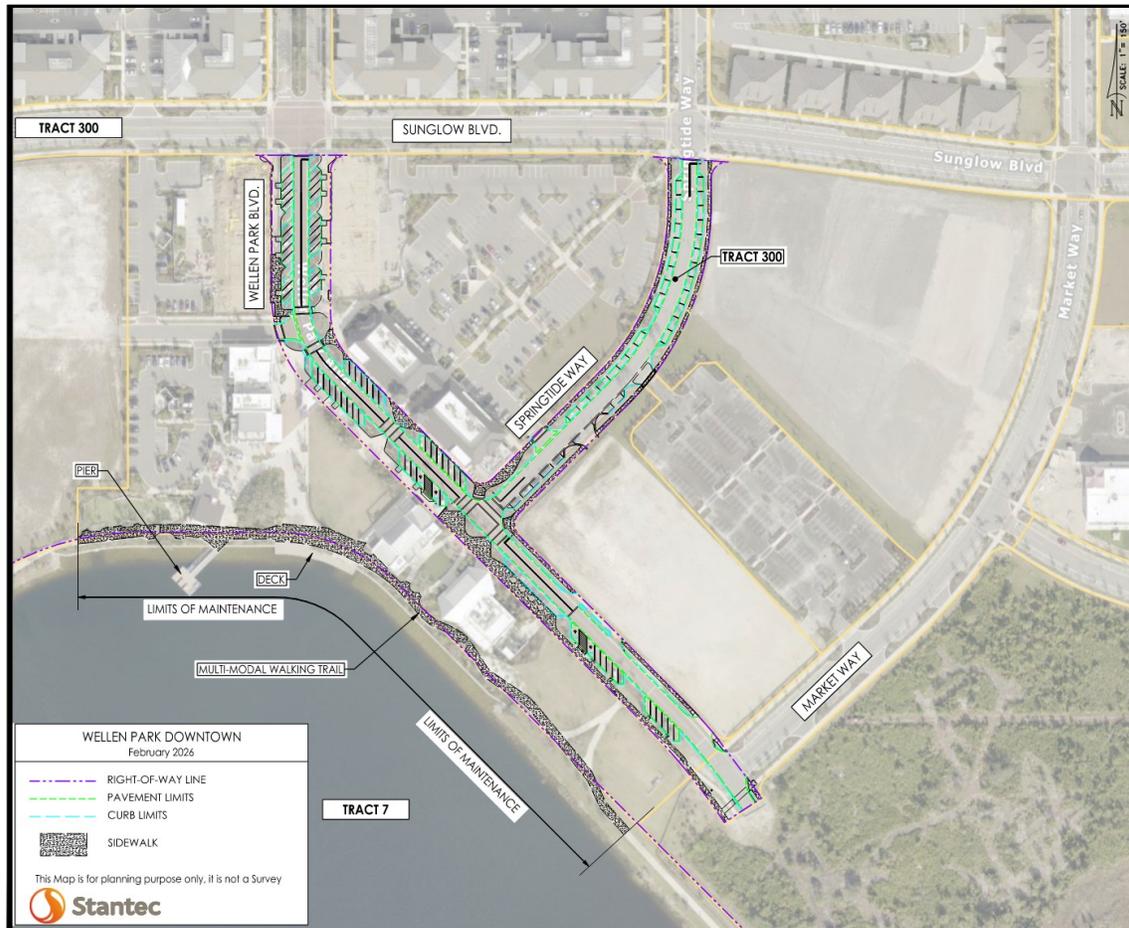
By: _____
Title: _____

Exhibit A: Description of the District Improvements
Exhibit B: Scope of Services

EXHIBIT A

DESCRIPTION OF THE DISTRICT IMPROVEMENTS

- The portion of Wellen Park Boulevard located between Sunglow Boulevard and Market Way and the portion of Springtide Way located south of Sunglow Boulevard,² including but not limited to asphalt, curb and gutter, inlets, drainage pipes, and associated signage, sidewalks, and streetlights;
- Landscaping improvements;
- Hardscaping improvements (including but not limited to, pier and deck improvements) to the extent depicted in the map
- Irrigation improvements (excluding pump station, piping, and electrical components) to the extent depicted in the map; and
- The paved multi-modal walking trail improvements to the extent depicted in the map.



² Note: The AGMOD irrigation allocation relative to such roadways, for which the Developer shall be responsible for paying on the District's behalf in accordance with the Agreement, is 8,300 GPD annual daily average.

EXHIBIT B

SCOPE OF SERVICES

General Events Management

- The Developer shall solely provide for the management of events held on the District Property in accordance with any applicable City of North Port regulations relating to same, but which shall not be subject to the District’s standard application, permitting, or approval processes.

Roadways and Streetlights

- The Developer shall provide for the maintenance, repair and/or replacement of asphalt, curb and gutter, inlets, inlets, drainage pipes, and associated signage and sidewalks relative to the subject roadways (the “Roadways”). Notwithstanding the foregoing, the District shall be responsible for the future resurfacing of the Roadways, which shall be done at intervals as determined by the District in its sole discretion, and shall be responsible for budgeting any amounts necessary for such resurfacing activities.
- The Developer shall provide for the management of the Roadways, including closures thereto for maintenance, events, etc., in accordance with any applicable City of North Port regulations relating to same, but which shall not be subject to the District’s standard application, permitting, or approval processes.
- The Developer shall ensure that streetlights along the Roadways are inspected at least two (2) times per month in order to ensure that such lighting system are functional, and for the maintenance, repair and/or replacement of all components of such streetlights, including but not limited to bulbs, poles, ballasts, wiring, controls, and electrical equipment.
- The Developer shall be responsible for the cost of all monthly streetlight pole lease payments.

Landscaping, Hardscaping, and Irrigation Improvements

General

- The Developer shall provide for the maintenance, repair, and/or replacement of landscaping improvements (including but not limited to sod, trees, shrubs, groundcover and annuals), which shall include pruning, fertilization, grounds maintenance, mowing, trimming edging, raking, weed control, mulching, insect control and plant replacement. The Developer shall also install seasonal plants (i.e., annuals, seasonal specialties, potted plants, etc.).
- The Developer shall provide the maintenance, repair, and/or replacement of hardscaping improvements, including monument signage and sidewalks/walkways.
- The Developer shall provide for the maintenance, repair, and/or replacement of irrigation improvements. Further, the Developer shall be responsible for the operation of the irrigation system, for setting and adjusting the irrigation system timing to ensure proper watering, and for replacement of any irrigation facilities or equipment damaged by the maintenance operation. Notwithstanding the foregoing, the management, operation, and maintenance of the irrigation pumps/pump station, piping, and electrical components shall remain the responsibility of the District.

Fertilizer and Soil Testing

- The Developer shall establish a program that will fertilize all trees, shrubs, groundcover, flowers

and lawns, describing the type of fertilizer required for each type of plant and the time of the year this work will be undertaken. A copy of the maintenance and fertilization schedule shall be provided to the District Operations Manager.

- Plant material shall be fertilized in accordance with University of Florida (UF/IFAS) Agricultural Best Management Practices (BMPs).
- The automatic irrigation system shall be operated during fertilization application to avoid burn. The Developer shall be responsible for any damage to plant material after fertilization as a result of the Developer's insufficient irrigation operation or scheduling.
- Any plant material damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the Developer's expense.
- The Developer shall have the varied planting mediums (planting soil) tested annually to determine required additives. The Developer shall be responsible for costs of tests along with purchasing and application of any and all soil conditioners required. Each "Area" to include a minimum of three (3) samples.

Mowing, Edging & Blowing

- Turf Mowing:
 - Within all turf areas and within the Roadway rights-of-way and adjacent slope easements, mow all turf areas with an appropriate mower whenever grass attains a height of 2 to 3 inches. The height of the cut shall be set at 2 to 3 inches. Remove excessive grass clippings by the use of grass catcher, bagger or by raking where necessary. Mowing wet grass should be avoided.
 - Mow all berms and banks of the Ponds once per month during October through March and two times per month during April through September. The height of the cut shall be set at 3 inches. Berms and banks of the Ponds shall be mowed to the water line. Remove excessive grass clippings by the use of grass catcher, bagger or by raking where necessary. Mowing wet grass should be avoided.
- Trim and properly edge all shrub and flower beds, as well as trees, curbs, walls, sidewalks, pathways and other paved surfaces. Remove grass clippings. Trimming and edging shall be executed at every mowing.
- Sidewalks, curbs, and other paved surfaces adjacent to turf or other landscaped elements shall be kept clean of unwanted landscape debris.
- Grounds shall be raked and cleaned of clippings, leaves, sticks, twigs, and all litter at each maintenance day or as needed. Materials cleaned from grounds shall be disposed of off-site.

Weed and Insect Control

- Control weeds in all areas as necessary and in compliance with the State of Florida Department of Agriculture and other applicable local regulations. Weed control shall be performed at the early signs of weed growth and shall be repeated as required. Weed control shall continue through the maintenance period as required and as may be specified by the Operations Manager.
- The Developer shall select the most effective and environmentally safe pesticides, herbicides, chemicals, and application techniques and shall ensure that such work is conducted in a manner so as to protect and minimize any damage to non-target areas. The Developer shall ensure pesticides, herbicides, and chemicals are utilized in accordance with applicable local, state, and federal law as well as in accordance with the product manufacturers' label. In the event that a particular pesticide, herbicide, or chemical is banned by a governmental regulatory agency with jurisdiction over the District Property, the Developer shall immediately stop the use of same. In order to ensure proper

application of pesticides, herbicides, and chemicals, at least one holder of a Florida Aquatic Pesticide License shall be present for every maintenance crew utilizing same. Further, all pesticide, herbicide, and chemical application equipment (i.e. trucks, boats and sprayers) shall be kept in good working order, condition, and appearance at all times, and the District shall have the right to inspect such equipment and to approve their use. The Developer shall be solely liable for any penalty, fine or damages resulting from the misuse or improper application of pesticides, herbicides, and chemicals.

- Plant beds shall be weeded by hand. All weeds and refuse shall be removed from the site the same day.
- Disease control and/or fungus and limited nutritional supplements shall be included as necessary if a deficiency exists or soil conditions warrant.
- To control scale insects, red spiders, aphids and other sucking insects, spray major trees once a year in late March and early April with miscible oil spray. Apply the spray as a fine, even mist. Spraying operations must be scheduled on calm days and so that the areas involved will be clear of pedestrians and automobiles. Dormant oil sprays should not be used when the air temperature is below 40° F or when it is likely to drop to freezing or below before the spray has dried on the tree.
- To eradicate infection by chewing or sucking insects, leaf miners, and other pests, spray affected trees with special sprays and combinations of sprays suitable for the particular insect when the infection becomes evident and as often thereafter as necessary. Advice from an expert consultant in this matter is mandatory.
- All trees, shrubs and ornamentals shall be sprayed to control insects on an as needed basis with no limitations as to the number of sprays. The Developer shall apply recommended, legally approved pesticides to control insects and/or fungus causing damage to plants. Pesticides shall be applied only as needed to maintain the health of plant material.

Pruning and Trimming

- Prune, thin and trim all trees at least once a year to keep the trees healthy, to maintain the natural character of the variety, to control shape, and to prevent crowding. Pruning, in general, shall consist of the removal of dead, broken, fungus-infected, insect-infested, superfluous, and intertwining branches, vines and the removal of dead or decaying stumps, all other undesirable growth, and nuisance growth that interferes with view, traffic signage, walks or lighting. Pruning will also be required from time to time to remove damaged branches from storms.
- Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Flowering trees shall be pruned over an outside bud. Make cuts sufficiently close to parent stem so that healing can readily start under normal conditions. Limb cuts shall be clean and flush with the trunk.
- Prune only at the time of season proper for the variety. For some varieties, timing will be critical – a matter of days. Prune flowering trees after the flowers have fallen. Prune or trim once or twice each growing season to keep the natural shape of the individual plant. Groundcover plants may need some cutting back to encourage lateral growth.
- All plants shall be neatly pruned and/or clipped to maintain the natural character of the plant and in a manner appropriate to the requirement of each plant.
- All branches, dead wood, and cuttings shall be removed from the job site at time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored.
- Palms shall be trimmed of dead fronds once every three (3) months.
- Ornamental Grasses should be cut back at the appropriate time during the spring to encourage new growth.

Mulch

- All plant beds and tree pits shall have a 2-3 inch layer of mulch maintained. Mulch shall be placed as needed to maintain a consistent, completely covered appearance in all mulch areas.
- Any mulch installed shall be cocoa brown.

Automatic Irrigation System Maintenance and Watering

- The Developer shall operate, inspect, and conduct periodic inspections and adjustment of the automatic irrigation systems in order to ensure proper watering in compliance with the *Amended and Restated Agreement for the Delivery and use of Irrigation Quality Water*, by and between the Developer and the District, dated December 16, 2020 (the “Irrigation Agreement”). The irrigation clocks that control the Association’s irrigation zone delivery schedule shall be checked by the Developer as often as necessary to ensure proper scheduling. The Developer shall be responsible for becoming knowledgeable of the automatic irrigation system and its operation and management. Notwithstanding the foregoing, the Developer will not be responsible for the replacement or maintenance of the pumping equipment or to replace any defect in the pump system which shall remain the responsibility of the District.
- The Developer shall replace any irrigation equipment damaged by the maintenance operation in a timely manner. Damaged equipment shall be replaced with the same equipment from the same manufacturer. The Developer shall be required to promptly notify the District Operations Manager if repairs are necessary that are not the Developer’s responsibility.
- If not already provided to the District, the Developer shall provide a weekly irrigation schedule to the Operations Manager within twenty (20) days of the Effective Date of this Agreement. The Developer’s irrigation schedule shall provide sufficient water to all lawns and shrub beds to provide for lush, green landscape appearance as permitted by City of North Port and/or SWFWMD regulations. The schedule shall be adjusted for the appropriate rainy or dry season.
- The Developer shall be responsible for controlling the amount of water used for irrigation and any damage that results from over watering or insufficient watering shall be the responsibility of the Developer in accordance with the Irrigation Agreement.

Trash Removal

- Trash removal including removal of all trash from onsite waste containers to the appropriate dumpsters.

Flowering Seasonal/Annual Replacement

- The Developer shall be responsible for maintaining all seasonal bedding plants in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.
- The Developer will replant existing annual beds three (3) times per year with annuals as directed by the District Operations Manager. Any additional annual beds or additional replanting will be invoiced separately.
- Watering needs shall be monitored on a daily basis. Other than during SWFWMD-declared water shortages where watering restrictions are imposed by such entity (i.e, a SWFWMD Phase 1 water shortage, etc.), plants should show no signs of water related stress.
- All plants in beds shall be pruned on an “as needed” basis to provide for a dense, full, flowering

and consistent appearance.

- All beds shall be kept weed free at all times.
- Check for insects and possible disease, and follow through with appropriate treatments on a routine basis.

Concrete Multi-Modal Walking Trail Improvements

- The Developer shall provide for the maintenance, repair, and/or replacement of the concrete multi-modal walking trail improvements (the “Concrete Trail”).
- The Developer shall properly edge the Concrete Trail at every mowing and shall ensure that the paved Concrete Trail width is maintained to its initial width, as approved by the City of North Port. The Developer shall remove grass clippings after edging, and the Concrete Trail shall further be kept clean of unwanted landscape and other debris.

AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND SUMMIT SECURITY, LLC FOR THE PROVISION OF MANAGEMENT SERVICES

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 12th day of February, 2026 (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, and located in the City of North Port, Florida and unincorporated Sarasota County, Florida, with a mailing address of c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

SUMMIT SECURITY, LLC, a Florida limited liability company, with a mailing address of 9990 Coconut Road, Estero, Florida 34135 (the “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 infrastructure improvements; and

WHEREAS, the District owns, operates and maintains certain public facilities (the “Facilities”); and

WHEREAS, the District desires to retain an independent contractor to provide management services as described herein and in the attached **Exhibit A**, incorporated herein by this reference (the “Services”) to the Facilities; and

WHEREAS, Contractor represents that it is qualified, willing, and able to provide the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the Parties 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 into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. Contractor agrees to provide the labor and other related services necessary for the provision of the Services at the Facilities as described herein and in the attached **Exhibit A**. Contractor agrees that any portion of the Services provided under this Agreement relating to the provision of management services shall be in conformity with practices which are current in the management services industry. Contractor shall promptly provide a written report via e-mail to the District Operations Manager and the District Manager of all accidents or claims for damage relating to the Facilities, including, but not limited to, any damage or destruction of property, disruptive or threatening behavior, or other incidents that present a threat to the health, safety and welfare of the District's residents, landowners, or the general public, and shall make any and all reports necessary to document or otherwise required by any insurance company, law enforcement agency, and/or the District in connection therewith, on the day of such incident. Contractor shall additionally assist the District in establishing additional specifications, policies, and procedures related to management as they may be necessary. Upon request of the District, Contractor shall attend District meetings of its Board of Supervisors.

B. 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 and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the Parties and upon the written authorization of the District.

C. 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, ordinances, and regulations affecting the provision of the Services.

D. Contractor shall report directly to the District's Designee who shall be the District's Manager. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage and shall be responsible for the Services set forth herein and the attached Exhibits. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours but only to the extent that any loss, liability, or expense is caused by the negligence, misconduct, or other fault of Contractor, its agents, or employees.

SECTION 3. COMPENSATION; TERM.

A. As compensation for the Services provided, the District agrees to pay Contractor rates described in **Exhibit A**.

B. The term of this Agreement shall be from the Effective Date through February 11, 2027, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

C. If the District should desire additional work or services not provided herein or in **Exhibit A**, Contractor agrees to negotiate in good faith to undertake such additional work or

services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.

D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render an invoice to the District, in writing, which shall be promptly delivered or mailed to the District. This invoice is due and payable within forty-five (45) days of receipt by the District. The invoice shall include such supporting information as the District may reasonably require Contractor to provide.

SECTION 4. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Contractor shall take such action as is necessary to comply promptly with any and all orders or requirements affecting the management of the Facilities placed thereon by any governmental authority having jurisdiction. Contractor shall promptly, and in no event less than forty-eight (48) hours, notify the District in writing of all such orders or requirements. If Contractor fails to so notify the District or fails to comply with any such notice or requirement within five (5) days after receipt thereof, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 5. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of its 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 staff, consultants, and supervisors shall be named as 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 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 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 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. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 7. NOTICES. All notices, requests, consents, and other communications hereunder (the "Notice" or "Notices") shall be in writing and shall be hand-delivered, mailed by Federal Express or First-Class Mail, postage prepaid, or delivered via e-mail with confirmation by the recipient, to the Parties, as follows:

If to Contractor: Summit Security, LLC
9990 Coconut Road
Estero, Florida 34135
Attn: _____

If to District: West Villages Improvement District
c/o Special District Services, Inc.
2501A 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 Contractor may deliver Notice on behalf

of the District and Contractor. 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.

SECTION 8. 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 actual damages 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 9. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other 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.

SECTION 10. 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 District and Contractor.

SECTION 11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. Both 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, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or Contractor.

SECTION 13. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor 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 District and Contractor 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 District and Contractor and their respective representatives, successors, and assigns.

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

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

SECTION 16. INDEMNIFICATION.

A. 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 any acts or omissions of the Contractor 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, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, and 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, all as actually incurred.

SECTION 17. 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.

SECTION 18. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; 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 thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor as the sole means of recovery for termination.

SECTION 19. OWNERSHIP OF DOCUMENTS. 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 Contractor pursuant

to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 20. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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** (the “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 21. 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 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. 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 24. 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 25. 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 26. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (the “Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;

- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (the “Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 27. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

SECTION 28. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, between the Parties, with respect to the subject matter of 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:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

SUMMIT SECURITY, LLC, a Florida
limited liability company

Witness

By: _____
Its: _____

Exhibit A Scope of Services

Exhibit A

Scope of Services

Our scope of services for West Villages Improvement District is as follows:

Summit Security provides operational services for West Villages Improvement District in the form of assuring the district's facilities are open to the public at the beginning of each day. We then make our rounds to each site at the end of the day to assure all the sites are closed and secured. We provide these services seven days a week 365 days a year. Listed below are sites we currently visit daily. All sites are open at dawn and closed and locked at dusk.

- Blue Heron Dog Park on River Road
- Station 87 Playground restroom next to the new fire station
- Trailhead restroom (OakHeart Trail restroom)

We will also be prepared to open/close new Fetch dog park downtown when it's ready.

Proposed Billable rate of \$35 per hour billed to:

Attn: Tori Shamy Email: tshamy@sdsinc.org

West Villages Improvement District

2501 A burns Rd

Palm Beach Gardens, FL. 33410

The following holidays will be billed at time and a half: New Year's Day, Easter, Thanksgiving and Christmas.

Invoices will be billed weekly (Bi-weekly upon request)

Thank you.

Jessica Morine

Summit Security LLC

(239) 537-1302

**DEVELOPER FUNDING AGREEMENT FOR
THE WEST LAKE PIL 1 PUMP STATION RELOCATION**

This **Developer Funding Agreement** (the “Agreement”) is made and entered into this 16TH day of February, 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 with a mailing address of 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

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

RECITALS

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

WHEREAS, the District is relocating an irrigation pump station adjacent to PIL No. 1 serving the West Lake development within Unit of Development No. 12 (“Unit No. 12”) within the District (the “Project”); and

WHEREAS, the total cost of the development of the project is \$199,907 (the “Capital Costs”), with the District’s proportionate share of such costs being \$105,000;¹ and

WHEREAS, in order to facilitate the development of the lands within Unit No. 12, the Developer accordingly desires to fund the remainder of the Capital Costs relative to the development of the Project, and the parties desire to enter into this Agreement relative to same.

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 above recitals are true and correct and are incorporated herein and made a part hereof by this reference.

2. PROVISION OF FUNDING. The District shall be responsible for the timely construction and installation of the Project commensurate with the development within Unit No.

¹ For the avoidance of doubt, the District’s portion of the development of the Project is being funded pursuant to that certain *Amended and Restated Funding Agreement (Unit of Development No. 6)* by and between the District and Wellen Park, LLLP and dated August 13, 2020.

12. The Developer shall be responsible for remitting the remainder of the Capital Costs relative to the development of the Project not otherwise funded by the District, which amounts total \$94,907, within fifteen (15) days of the execution of this Agreement.

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

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

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

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

7. **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.

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

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

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

B. If to Developer: Main Street Ranchlands, 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.

9. 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.

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

11. 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.

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

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

[Signatures on Next Page]

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

ATTEST:

Wm Crosby
Secretary / Assistant Secretary

WEST VILLAGES
IMPROVEMENT DISTRICT

[Signature]
Chairperson, Board of Supervisors

WITNESSES:

[Signature]
Print Name: BRUCE A. MELLEN

Trevor D. Storm
Print Name: Trevor D. Storm

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

[Signature]
By: RICHARD SEVERANCE
Its: [Signature]

**LICENSE AGREEMENT BY AND BETWEEN
SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT AND
WEST VILLAGES IMPROVEMENT DISTRICT
REGARDING DRAINAGE CANAL MAINTENANCE SERVICES**

THIS LICENSE AGREEMENT (the “**License Agreement**”) is made and entered into this 13th day of January, 2026, by and between:

Sarasota National Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), and

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 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**Licensee**”).

RECITALS

WHEREAS, the District was established for the purpose of financing, acquiring, constructing, operating and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District; and

WHEREAS, the District owns, operates, and maintains a certain stormwater management drainage canal known as “Forked Creek” as shown on the attached **Exhibit A**, which is located on Tract 1C-246-2 as identified on that certain plat of *Sarasota National, Phase 10*, recorded at Plat Book 54, Page 165 in the Official Records of Sarasota County, Florida (the “**District Property**”); and

WHEREAS, the Licensee is the owner of certain real property located adjacent to the District Property to which Forked Creek flows downstream (the “**Adjacent Property**”); and

WHEREAS, in order to ensure proper drainage to and through the Adjacent Property, the Licensee desires to provide a one-time clean-up of Forked Creek at its sole cost and expense (the “**Services**”); and

WHEREAS, the Licensee has requested that the District grant the Licensee access to the District Property to allow for the Services, and the District is agreeable to granting such access pursuant to the terms and conditions set forth herein; and

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

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

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

2. GRANT OF LICENSE. The District hereby grants to Licensee a non-exclusive license (the “**License**”) granting the Licensee and its contractors access to the District Property for the purposes of conducting the Services, at Licensee’s sole cost and expense, all pursuant to the terms set forth in this License Agreement. The Services shall be completed by the Licensee and its contractors before May 1, 2026.¹ The Licensee shall at all times coordinate with the District’s Operations Manager with respect to the Services and the District Operations Manager shall have approved the scope of the Services to be conducted by the Licensee and its contractor(s), in writing, in advance of commencement of same.

3. EFFECTIVE DATE; TERM. This License Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated earlier in accordance with the terms of this License Agreement, or until 11:59 P.M. on April 30, 2026.

4. REVOCATION, SUSPENSION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which notice shall be effective immediately upon receipt by Licensee. Both the District and Licensee may terminate this License Agreement upon fifteen (15) days’ written notice. The provisions of Sections 6 and 7, below, shall survive any revocation, suspension or termination of this License Agreement.

5. COMPLIANCE WITH GOVERNMENTAL REGULATION. Licensee shall comply at all times with relevant statutes and regulations governing the Services and shall, upon request of the District, provide proof of such compliance.

6. CARE OF PROPERTY. Licensee agrees to ensure that the Licensee and its contractors use all due care to protect the property of the District, its landowners, and residents from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee’s or its contractors’ activities under this License Agreement. Licensee shall repair any damage resulting from Licensee’s or its contractors’ operations under this License Agreement within a reasonable time and shall use its best efforts to make such repairs within twenty-four (24) hours. Any such

¹ Notwithstanding this License Agreement, the parties hereto acknowledge and agree that after the completion of the Services by the Licensee, the District shall retain the obligation to conduct ongoing maintenance relative to the District Property.

repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District. The provisions of this Section 6 shall survive termination of this License Agreement.

7. INDEMNIFICATION.

- A. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Licensee agrees to defend, indemnify, and hold the District, and its supervisors, staff, and assigns harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Licensee, and its agents, contractors, assigns or employees relative to the Services.
- C. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Section 7 shall survive the termination or expiration of this License Agreement.

8. INSURANCE. Licensee shall ensure that Licensee and its contractors, at their own expense, maintains insurance during the term of this License with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability	
<i>Bodily Injury</i>	
<i>Property Damage</i>	Combined Single Limit \$1,000,000

Licensee shall provide to District, prior to the commencement of any performance under this License Agreement, an insurance certificate of Licensee naming the District as an additional insured. At no time shall Licensee or its contractors be without insurance in the above amounts. No policy may be canceled during the term of this License Agreement without at least thirty (30) days' written notice to the District.

9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this License Agreement shall be deemed as a waiver of the District's or Licensee's sovereign immunity or the District's or Licensee's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this License 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.

10. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the substantially prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs.

11. DEFAULT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

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

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

14. ASSIGNMENT. Neither the District nor the Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

15. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the activities contemplated by this License Agreement, is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

16. NOTICES. All notices, requests, consents, and other communications hereunder (the "Notices") shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties at the addresses listed herein. Except as otherwise provided in this License 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 License 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 Licensee may deliver Notice on behalf of the District and the Licensee. 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.

17. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

18. COMPLIANCE WITH PUBLIC RECORDS LAWS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is Cleo Adams (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, Licensee 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 Licensee 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 Licensee'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 Licensee, Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, CRISMONDC@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

19. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Sarasota County, Florida.

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

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

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

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

24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

25. COUNTERPARTS. This License 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.

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

Attest:

**SARASOTA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

CEP S A
Secretary / Assistant Secretary

G. D. Bergmosen
Chairperson, Board of Supervisors

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Wm Crosby
Witness

[Signature]
Chairperson, Board of Supervisors

Exhibit A: Forked Creek General Location Map

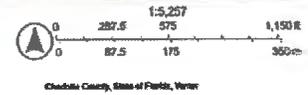
Exhibit A

Forked Creek General Location Map

Sarasota County Property Appraiser



1/12/2028, 5:07:28 PM
2026 Parcels
2025 Aerial Imagery WM
Red: Red
Green: Green
Blue: Blue



**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT
DISTRICT AND CROSSCREEK ENVIRONMENTAL, INC., FOR
CANAL CLEANING SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this 12th day of March, 2026, 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 within the City of North Port and Sarasota County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Crosscreek Environmental, Inc., a Florida corporation, with a mailing address of 111 61st Street East, Palmetto, Florida 34221 (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, (the “Act”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

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

WHEREAS, the Sarasota National Community Development District owns a drainage canal known as Forked Creek which drains into the District’s stormwater management facilities; and

WHEREAS, the District desires to retain an independent contractor to provide canal cleaning services for the canal; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide canal cleaning services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (the “Services”) for the canal more particularly depicted in the map attached hereto as **Exhibit B** and incorporated herein; 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. 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. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A.** Services shall commence upon execution of this Agreement and be completed within forty-five (45) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- B.** 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.
- C.** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, 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 Services.
- D.** 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, 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 Services.
- E.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- F.** 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, 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 Contractor a total of Twenty-Four Thousand Five-Hundred Dollars (\$24,500) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. The District shall pay Contractor a deposit of Seven Thousand Three Hundred and Fifty Dollars (\$7,350) after execution of this Agreement. The District shall pay Contractor the remaining balance of Seventeen

Thousand One Hundred and Fifty Dollars (\$17,150) due upon completion of the Services and final acceptance by the District. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of such invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- 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, 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 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 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. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient Services.

SECTION 5. 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 \$1,000,000 combined single limit bodily injury and property

bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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. 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 9. 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 10. 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 11. 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 12. 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 13. TERMINATION. The District agrees that the 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. 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 ten (10) 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 14. 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 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. 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 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 (the "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
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

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

B. If to the Contractor: Crosscreek Environmental, Inc.
111 61st Street East
Parrish, Florida 34219
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. 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** (the “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 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, (561) 630-4922, WCROSLEY@SDSINC.ORG.

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, 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 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 such section and to incorporate

in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (the “Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (the “Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 32. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

CROSSCREEK ENVIRONMENTAL, INC.

Signature of Witness

By:_____

Print Name

Its:_____

Exhibit A: Scope of Services

Exhibit B: Map of Canal

Exhibit A
Scope of Services



Crosscreek Environmental Inc.
 111 61st Street East
 Palmetto, FL 34221
 admin@crosscreekenv.com

Estimate

Date	Estimate #
2/25/2026	14815

Name / Address

Kyle Wilson, Operations Manager
 West Villages Improvement District
 c/o Special District Services, Inc
 19503 S West Villages Parkway, #A3
 Venice, FL 34293

* Estimate Good For 30 Days

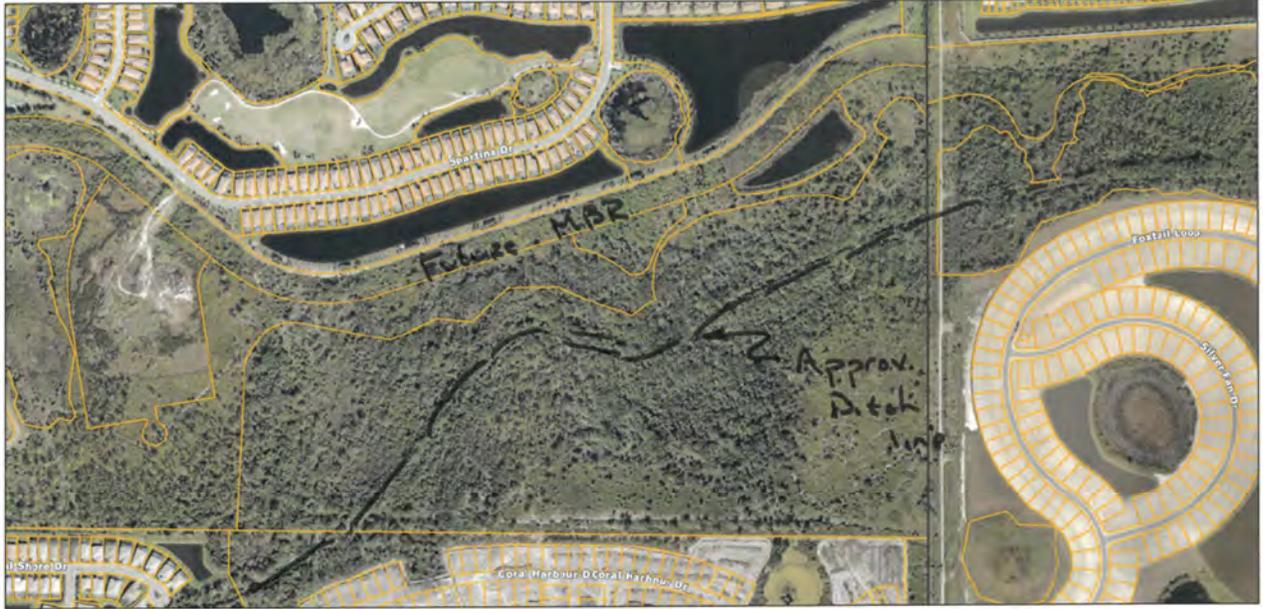
Description	Qty	Rate	Total
<p>West Villages Improvement District Forked Creek Vegetation Control and Obstruction Removal</p> <p>Provide all labor, equipment, and materials needed to complete the treatment of all invasive vegetation (Brazilian Pepper, Carolina Willow, Vines etc.) within the 3,550' creek section as shown on the attached aerial map. Prior to the treatment a path (shoulder width) will be cut along the creek to allow for access. Any obstructions in the creek will be removed and left onsite adjacent to the creek. Any large obstructions that are not able to be moved will be noted. Cattails and Primrose Willow will be removed in the eastern access area in front of the pipes in a 30' radius. Vegetation from this area will be removed from the site.</p> <p>**Maintenance events will need to commence immediately following removal.**</p> <p>30% deposit due prior to commencement of work. Amount to be deducted from final invoice.</p>	1	24,500.00	24,500.00
Total			\$24,500.00

Please sign and return if accepted:

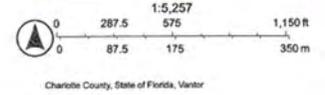
Exhibit B

Map of Canal

Sarasota County Property Appraiser



1/12/2026, 5:07:28 PM
2026 Parcels
2025 Aerial Imagery WM
Red: Red
Green: Green
Blue: Blue



**FUNDING AGREEMENT FOR
CANAL CLEANING SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this 12th day of March, 2026 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

WELLEN PARK, LLLP, a Florida limited liability limited partnership, whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “Developer”).

RECITALS

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

WHEREAS, the District owns, operates and maintains stormwater management infrastructure and systems within its boundaries; and

WHEREAS, the Sarasota National Community Development District owns a drainage canal known as Forked Creek which drains into the District’s stormwater management facilities; and

WHEREAS, the District desires to undertake canal cleaning services for the drainage canal; and

WHEREAS, the District entered into that certain *Agreement for Canal Cleaning Services*, dated March 12, 2026 with Crosscreek Environmental, Inc. (hereinafter, the “Canal Cleaning Agreement”) and the Developer desires to provide funding for the same.

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 above recitals are true and correct and are incorporated herein and made a part hereof by this reference.

2. PROVISION OF FUNDING; DEFAULT. The Developer shall be responsible for remitting the cost of the canal cleaning services as described in the Canal Cleaning Agreement to the District within fifteen (15) days of the execution of this Agreement. 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.

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

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

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

6. 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.

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

A. If to District: West Villages Improvement District
2501 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 the Developer: Wellen Park, LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Richard 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.

8. 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.

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

10. 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.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairman, Board of Supervisors

WELLEN PARK, LLLP, a Florida limited liability limited partnership

WITNESSES:

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

Print Name: _____

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

By: _____

Print Name: _____

Name: _____

Title: _____

**AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT
DISTRICT AND BRYANT STUCCO & DRYWALL SYSTEMS LLC, FOR
MONUMENT PAINTING SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this 12th day of March, 2026, 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 within the City of North Port and Sarasota County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

BRYANT STUCCO & DRYWALL SYSTEMS LLC, a Florida limited liability company, with a mailing address of 700 South Moon Drive, Venice, Florida 34292 (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, (the “Act”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

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

WHEREAS, the District owns four (4) monuments located at the West Villages Parkway and River Road intersection and on U.S. 41 adjacent to the Islandwalk residential subdivision (collectively, the “Monuments”); and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide painting services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (the “Services”) for the Monuments; 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. 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. DUTIES. The District agrees to use Contractor to provide the Services in

accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A.** Services shall commence upon execution of this Agreement and be completed within forty-five (45) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- B.** 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.
- C.** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, 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 Services.
- D.** 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, 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 Services.
- E.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- F.** 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, 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 Contractor a total of Twenty-Five Thousand and Fifty Dollars (\$25,050.00) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. The District shall pay Contractor a deposit of Six Thousand Two Hundred Sixty-Two Dollars and Fifty Cents (\$6,262.50) after execution of this Agreement. The District shall pay the Contractor the remaining balance of Eighteen Thousand Seven Hundred Eighty-Seven Dollars and Fifty Cents (\$18,787.50) due upon completion of the Services and final acceptance by the District. Contractor shall invoice the District for the Services pursuant to the

terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of such invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- 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, 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 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 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 interests of the District. Neither final acceptance of the Services, nor final payment therefor, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient Services.

SECTION 5. 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 \$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 \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$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 and supervisors shall be named as additional insureds. 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 6. INDEMNIFICATION.

- A. 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 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, 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 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. 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, requirement 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, requirement 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. 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 10. 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 11. 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 12. 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 13. TERMINATION. The District agrees that the 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. 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 ten (10) 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 14. 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 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. 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 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 (the "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
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

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

B. If to the Contractor: Bryant Stucco & Drywall
Systems LLC
700 South Moon Drive
Venice, Florida 34292
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. 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** (the "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 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, (561) 630-4922, WCROSLEY@SDSINC.ORG.

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, 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 Services, 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 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 such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (the “Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on, entering into, or renewing a contract with governmental entities, including the District (the “Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 32. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**BRYANT STUCCO & DRYWALL SYSTEMS
LLC**

Signature of Witness

By: _____

Its: _____

Print Name

Exhibit A: Scope of Services

Exhibit A

Scope of Services



700 South Moon Drive Venice, FL 34292

E-Mail: Office@bryantstucco.com

Estimate

ESTIMATE #	1024046311
DATE	02/26/2026

CUSTOMER
WVID US-41 and River Rd Venice, Florida 34293

SERVICE LOCATION
West of Islandwalk Entrance-Both sides US 41 and River Rd Monuments US-41 and River Rd Venice, Florida 34293

DESCRIPTION	Repaint
-------------	---------

Repaint-4 Monuments	
Description	Total
Exterior Paint Exterior Paint scope of work to include: Pressure wash to provide clean bondable surface to prep for new paint. Apply 1 Coat Tinted Ixoxon conditioner Primer & 1 Coat SW Latitude finish paint - includes walls, stucco trim, foam accents, and stucco soffits and fascia. We use Sherwin Williams paint, customer to supply color codes. Price is for up to 1 color.	\$22,600.00
Prep & Scaffold Prep & Scaffolding/Lift	\$2,450.00

Estimate Total: \$25,050.00

NOTE TO CUSTOMER:

Repainting all 4 monuments only

**FUNDING AGREEMENT FOR
MONUMENT PAINTING SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this 12th day of March, 2026 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

WELLEN PARK, LLLP, a Florida limited liability limited partnership, whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “Developer”).

RECITALS

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

WHEREAS, the District owns four (4) monuments located at the West Villages Parkway and River Road intersection and on U.S. 41 adjacent to the Islandwalk residential subdivision (collectively, the “Monuments”); and

WHEREAS, the District desires to undertake repainting services for the Monuments; and

WHEREAS, the District entered into that certain *Agreement between the West Villages Improvement District and Bryant Stucco & Drywall Systems LLC, for Monument Painting Services*, dated March 12, 2026 with Bryant Stucco & Drywall Systems LLC (hereinafter, the “Agreement”) and the Developer desires to provide funding for the same.

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 above recitals are true and correct and are incorporated herein and made a part hereof by this reference.

2. PROVISION OF FUNDING; DEFAULT. The Developer shall be responsible for remitting the cost of the monument painting services as described in the Agreement to the District within fifteen (15) days of the execution of this Agreement. 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.

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

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

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

6. 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.

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

A. If to District: West Villages Improvement District
2501 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 the Developer: Wellen Park, LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Richard 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.

8. 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.

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

10. 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.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairman, Board of Supervisors

WELLEN PARK, LLLP, a Florida limited liability limited partnership

WITNESSES:

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

Print Name: _____

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

Print Name: _____

By: _____
Name: _____
Title: _____

**AGREEMENT BY AND BETWEEN THE WEST VILLAGES IMPROVEMENT
DISTRICT AND A.M.C. CONTRACTING, INC. FOR IRRIGATION CONNECTION
INFRASTRUCTURE CONSTRUCTION SERVICES**

THIS AGREEMENT (the "Agreement") is made entered into this 12th day of March 2026, 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

A.M.C. CONTRACTING, INC., a Florida corporation, with a mailing address of 5656 Sawyer Circle, Sarasota, Florida 34233 ("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 render the irrigation connection infrastructure construction services, all as more particularly described and identified in **Exhibit A** (the "Services"), which is incorporated herein by this reference; and

WHEREAS, Contractor represents that it is qualified, willing and able to serve as an irrigation connection infrastructure construction services contractor and has agreed to perform the Services for the District;

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; and

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. Services shall be completed within forty (40) days from the date of execution of this Agreement, unless an extension is granted in writing by the District, in its sole discretion. Time is of the essence with respect to the Services. District may terminate this Agreement or any part thereof if such performance is not in material accordance with the specifications of this Agreement, including the schedule. Contractor shall indemnify the District for all loss and damage of whatever nature caused by such delay or failure, excepting only delays for causes beyond Contractor's reasonable control.

C. Contractor agrees to perform the Services in accordance with industry standards and the specifications set forth in Exhibit A, 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.

D. 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.

E. 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.

F. 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 Fourteen Thousand Eight Hundred and Three Dollars (**\$14,803**) within forty-five (45) days of receipt of a proper invoice and acceptance of the completed Services by the District. 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, Workers' 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 one (1) year 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 therefor, 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: A.M.C. Contracting, Inc.
5656 Sawyer Circle
Sarasota, Florida 34233
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 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 as of the date first written above.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

A.M.C. CONTRACTING, INC., a Florida
corporation

Print Name: _____

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A

Scope of Services

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

February 26, 2026
 Phone:941-320-3226
 dschermock@gmail.com

Site Work Schedule of Values R1
 PIL3 INTERCONNECT

AMC CONTRACTING, INC. (Site-Contractor) is pleased to submit this proposal to furnish equipment, materials, labor and supervision to complete the Site Development services as described in the below Schedules "A" AND "B" in compliance with the WVID request.

SCHEDULE "A" GENERAL CONDITONS					
ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$3,500.00	\$3,500.00
SUB-TOTAL SCHEDULE 'A' GENERAL CONDITIONS					\$3,500.00

SCHEDULE "B"					
ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	PIL3 Interconnect. Labor equipment and materials to complete interconnect	LS	1	\$11,303.00	\$11,303.00
SUB-TOTAL SCHEDULE "B" SITE WORK & GRADING					\$11,303.00

SUMMARY OF SCHEDULES	
SUB-TOTAL SCHEDULE 'A' GENERAL CONDITIONS	\$3,500.00
SUB-TOTAL SCHEDULE "B" SITE WORK & GRADING	\$11,303.00
TOTAL PROJECT COST	\$14,803.00

