



**WEST VILLAGES
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT
SARASOTA COUNTY
REGULAR BOARD MEETING
MAY 14, 2026
1:00 P.M.**

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

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AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
Commission Chambers
4970 City Hall Boulevard
North Port, Florida 34286
REGULAR BOARD MEETING
May 14, 2026
1:00 p.m.

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4. District Manager	
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Publication Date
2026-05-04

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 May 14, 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

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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
APRIL 9, 2026**

A. CALL TO ORDER

The April 9, 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 March 31, 2026, as legally required.

C. ESTABLISH A QUORUM

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

Chairman	John Luczynski	Present in person
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Present in person
Supervisor	Trevor Storm	Present in person
Supervisor	John Meisel	Present in person

District Manager	William Crosley	Special District Services, Inc.
Asst 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 the following:

James Candela - Methodology Consultant with Special District Services, Inc. (via telephone);
 Stefan Molnar - Special District Services, Inc.;
 Cynthia Wilhelm- Bond Counsel with Nabors Giblin Nickerson (via telephone); and
 Robert Beltran, Shawn Hamilton, Elana Gerstenfeld of Dewberry Engineering

Also present were those who signed in to the attached sheet.

D. PUBLIC DECORUM POLICY

Chairman Luczynski read aloud the public decorum policy.

E. COMMENTS FROM THE PUBLIC ON ALL AGENDA ITEMS

Kent Downey noted his concern regarding noise coming from the Station Park Playground located on the corner of Manasota Beach Road (MBR) and Preto Boulevard. As a Sunstone resident, he was aware of the fire station and playground prior to purchasing his home. Some concerns were screaming from children that travels directly across the pond towards his house and suggested a privacy wall on either side of MBR.

Patty Downey also commented on the Station Park Playground and stated that she was aware of the fire station and playground prior to purchasing in Sunstone in November 2023 but was not aware of the amusement-like structure and hearing excessively loud noises from dawn to dusk, and after sunset also. In her opinion, the level of noise is out of control. She invited the Board to perform a site visit to the playground.

Craig Colasanti, a Sunstone resident, commented that he was not aware of the fire station and playground being constructed. He noted that the sunset view was blocked due to playground equipment. Proximity to the fire house was a safety issue, including new parking along MBR.

Dena Colasanti, a Sunstone resident, reiterated what was previously said, and mentioned the parking along MBR would obstruct privacy. He suggested a privacy wall to abate sound.

F. APPROVAL OF MINUTES
1. March 12, 2026, Regular Board Meeting

A **MOTION** was made by Mr. Storm, seconded by Mr. Buckley and passed unanimously approving the minutes of the March 12, 2026, Regular Board Meeting, as presented.

G. UNIT OF DEVELOPMENT NO. 1
1. Consider Resolution No. 2026-05 – Adopting Walking Trail Usage Policies

Resolution No. 2026-05 was presented, entitled:

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT APPROVING WALKING TRAIL POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

This resolution adopts the Walking Trail Policies & Etiquette for all WVID trails, current and future. A suggestion from Chairman Luczynski was to also include the types of motorized scooters commonly used by young children. Motion to approve resolution as presented adding language to include motor/electric scooters.

A **MOTION** was made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously adopting Resolution No. 2026-05, amended to reflect the addition of language to include a prohibition of motor/electric scooters.

H. UNIT OF DEVELOPMENT NO. 3
1. Consider Ratification of Change Order No. 1 for Roadway Resurfacing Project

Change Order No. 1 with Ajax Paving Industries of Florida, LLC for an additional quantity not previously bid for 18” Yellow Thermoplastic Line; an increase of \$1,325. The original contract price was \$829,330.75 with the increase for Change Order No. 1 now totals \$830,665.75.

A **MOTION** was made by Mr. Meisel, seconded by Mr. Lewis and passed unanimously approving Change Order No. 1 with Ajax Paving Industries of Florida LLC, as presented.

I. UNIT OF DEVELOPMENT NO. 6

1. Consider Ratification of Annual Maintenance Services Agreement - Hoover

A **MOTION** was made by Mr. Meisel, seconded by Mr. Storm and passed unanimously approving the annual maintenance agreement with Hoover Pumping Systems for over 50 identified sites owned by the District and which will be maintained two times per year. The annual contract amount is \$73,265.58, as presented.

2. Dewberry Presentation on Future Reclaimed Water Sources

Chairman Luczynski explained that over the last 18-24 months he had been working with the City of North Port on a concept to capture reclaimed water that currently is lost down their deep injection well, which is on average, 1.8 – 2 million gallons per day. The reclaimed water is lost forever once injected into the well. The injection is required because there currently is not a large enough demand by existing users for the excess reclaimed water. This subject is a study of how that lost reclaimed water could be transported from the Legacy Wastewater Plant located on Pan American Boulevard to the District. The Chairman reminded all present that when the irrigation master plan was completed, it was anticipated that at full build out, and during the dry season, there could be a shortage of 8-10 million gallons per day for irrigation water. Larger, deeper retention ponds constructed in the past, and the current ones being constructed are a step towards retaining water for the dry season, but other sources of water are needed. Since the master irrigation plan has been completed, Englewood Water District has terminated their supply of reclaimed water to the District, which averaged 250,000-275,000 gallons per day. The concept of bringing the reclaimed water from the Legacy Plant to the District has now evolved from an idea to now producing preliminary planning for some engineering to show feasibility and practicality. The City of North Port recently increased ERCs for the wastewater and water plant which is a source of revenue that will come to the District to finance improvements such as this project.

Dewberry provided a presentation for potential future reclaimed water sources. For the official record, the presentation is attached to these minutes.

J. UNIT OF DEVELOPMENT NO. 12

1. Consider Agreement for Underwriter Services – FMS Bonds

A **MOTION** was made by Mr. Lewis, seconded by Mr. Buckley and passed unanimously approving the Agreement with FMS for Underwriter Services & Rule G-17 Disclosure with FMS’s role being limited to act as Underwriter within the Scope of Services. The Underwriting Fee to FMS for acting as Underwriter shall be 1.5% of the par amount of any Bonds issued. FMS has been used for underwriting services for several previous bonds. This is for Assessment Area Two known as Westlake.

2. Consider Preliminary Second Supplemental Special Assessment Methodology

Mr. Candela presented the preliminary Unit of Development 12 Preliminary Supplemental Assessment Methodology Report and explained the allocation across the benefited properties. Mr. Candela confirmed that the assessments, as shown, were fairly and reasonably allocated to the benefiting properties. Supervisor Meisel asked if the last chart on Table F reflected only Unit 12 per unit costs. Mr. Candela responded that it did, that cost was reflected for the Westlake community only. There were no other questions from the Board Members.

A **MOTION** was made by Mr. Meisel, seconded by Mr. Storm and passed unanimously approving the Preliminary Second Supplemental Special Assessment Methodology for Unit 12 – Westlake, in substantial form.

3. Consider Resolution No. 2026-06 – Delegated Award Resolution

Resolution No. 2026-06 was presented, entitled:

RESOLUTION NO. 2026-06

A RESOLUTION DELEGATING TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF WEST VILLAGES IMPROVEMENT DISTRICT (THE "DISTRICT") THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF WEST VILLAGES IMPROVEMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 12), SERIES 2026 (ASSESSMENT AREA TWO) (THE "SERIES 2026 BONDS"), AS A SINGLE SERIES OF BONDS UNDER THE MASTER TRUST INDENTURE IN ORDER TO FINANCE THE ASSESSMENT AREA TWO PROJECT; ESTABLISHING THE PARAMETERS FOR THE PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIRMAN TO ACCEPT THE BOND PURCHASE CONTRACT FOR THE SERIES 2026 BONDS; APPROVING A NEGOTIATED SALE OF THE SERIES 2026 BONDS TO THE UNDERWRITER; RATIFYING THE MASTER TRUST INDENTURE AND APPROVING THE FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICERS OF THE DISTRICT; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2026 BONDS; APPROVING THE FORM OF THE SERIES 2026 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2026 BONDS; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT RELATING TO THE SERIES 2026 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2026 BONDS; AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR THE SECRETARY, AS THE CASE MAY BE; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2026 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE

DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF THE ASSESSMENT AREA TWO PROJECT; AND PROVIDING AN EFFECTIVE DATE.

Ms. Wilhelm explained that this resolution served two main purposes: the first to delegate to the Chairman of the Board the authority to enter into a bond purchase contract as long as the terms of the purchase contract are within certain parameters that are approved through this resolution; and the second to approve, in substantial form, certain of the documents needed to market, price, and sell the bonds such as the purchase contract, the first supplemental trust indentures, a preliminary offering memorandum, and a continuing disclosure agreement. The Chairman is delegated the authority to enter into the purchase contract and certain parameters which are: the maximum principal amount of \$8,500,000; the maximum coupon rate, which is the maximum statutory rate; the underwriting discount, which is a maximum of 1.5%; the not to exceed maturity date is the maximum allowed by law, which is 30 annual principal payments; and the redemption provisions as they are provided in the form of the bond, which is attached to the form of the supplemental indenture. There were no questions from the Board Members.

A **MOTION** was made by Mr. Buckley, seconded by Mr. Lewis and passed unanimously adopting Resolution No. 2026-06, in substantial form.

- 4. Consider Ancillary Financing Agreements**
 - a. Acquisition Agreement**
 - b. Collateral Assignment**
 - c. Completion Agreement**

Ms. Whelan explained that these agreements related to the upcoming Unit 12 bond issuance were in similar form that the Board had previously approved for other bond issuances. These agreements protect the District relative to the issuance, ensuring the project will be completed and the assessments that are levied will be paid. She stated that she was happy to entertain any questions of the Board but understood that the Board had seen similar forms of these agreements many times in the past. There were no questions from the Board Members.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Storm and passed unanimously approving the above Ancillary Financing Agreements relative to the Unit 12 bond issuance, in substantial form.

K. ADMINISTRATIVE MATTERS
1. District Engineer

Mr. Licari reported that the 23 additional parking spaces along Manasota Beach Road at the fire station playground was underway. In addition, two additional U-turn accesses were being added on Manasota Beach Road to the east in the hopes of deterring traffic near the fire station. The Board discussed the public comments regarding concerns about excessive noise at the fire station playground. Chairman Luczynski asked staff to look at alternatives and utilize sound meters to better understand the decibel ranges and consider any alternatives to potentially attenuate sound from the park.

2. District Attorney

Ms. Whelan updated the Board that since the last Board meeting, and pursuant to the irrigation litigation settlement agreement, the Gran Paradiso Property Owners Association has provided the District a signed

irrigation agreement, water conservation plan, and \$300,000 payment in lieu of a land transfer allowing irrigation service to be restored to the community imminently.

3. District Operations’ Manager

Mr. Wilson updated the Board that Southwest Florida Water Management District (SWFWMD) had implemented Phase 3 water restrictions due to excessive drought throughout the State. Communication has begun to all irrigation vendors and communities.

There was Board and staff discussion of how the District would comply with the restrictions determined by SWFWMD, and the possibility of a variance from the water district to help alleviate some challenges found in attempts to comply. For instance, watering homes ending with even or odd numbers on different days when the system is set up to water all of the homes collectively at once, with no way of isolating odd or even numbered homes.

4. District Manager

As previously discussed, pursuant to the irrigation lawsuit settlement, a payment of \$300,000 in lieu of the land transfer was received from the GPPOA. After discussion, there was consensus of the Board for that revenue to be deposited into Unit of Development No. 6 to offset next year’s budget; this way the connected irrigation users derive benefit from those funds.

The District received a reimbursement from Hurricane Milton in the amount of \$67,809.65 for light poles and street signs.

Staff coordinated the mailing of a “State of the District” from the Chairman listing recent accomplishments, resolutions to ongoing issues, and a look ahead of what was to come for the District. This letter will arrive in resident mailboxes any day now.

It was noted that the next scheduled meeting was May 14, 2026.

L. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

M. ADJOURNMENT

There being no further business to be addressed by the Board, the April 9, 2026, Regular Board Meeting was adjourned at 1:50 p.m. on a **MOTION** made by Mr. Lewis, seconded by Mr. Storm and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

INVESTIGATIVE REPORT

West Villages Improvement District Governance, Conflicts of Interest, and Litigation

Prepared for the West Villages Improvement District Board of Supervisors
By: Brock Magruder and Hannah Marshall of DownsAaron, PLLC

May 6, 2026

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1. Executive Summary

The West Villages Improvement District (WVID or the District) is a statutorily created, limited-purpose local government charged with timely and efficiently developing infrastructure within its geographic boundary. The Board of Supervisors (the Board) retained us to investigate a series of lawsuits and related activity targeting the District's governance of utility infrastructure and fees, de-annexation, and the timeline for transitioning board control from the developer to resident-elected members.

The Board sought an objective assessment of these matters to identify issues and a path forward consistent with its mission. Our review of the relevant statements and documents reveals serious barriers to the Board's effective governance and mission.

Most significantly, Supervisor John Meisel has participated in litigation against the District, was retained as a consulting expert by counsel representing adverse parties, and has reportedly used his Board position to obtain and share District information for use in those proceedings. These reported actions conflict with his duties as a Supervisor. The Board should evaluate and consider the following responsive measures:

- Suing Supervisor Meisel for breach of fiduciary duty, including seeking injunctive relief;
- Filing a complaint with the Florida Commission on Ethics, which is tasked with evaluating these types of issues, regarding Supervisor Meisel's consulting arrangement with the law firm representing Gran Paradiso Property Owners Association (Gran Paradiso POA) and other litigants adverse to the District;
- Filing a Florida Bar complaint against that firm's attorney based on the consulting agreement and the firm's use of Supervisor Meisel in the litigation, which may violate Rules Regulating the Florida Bar;
- Petitioning the Executive Office of the Governor for Supervisor Meisel's suspension and removal;
- Adopting formal conflict-of-interest and recusal protocols, including procedures for the removal and/or sequestration of a conflicted supervisor; and
- Adopting a formal ethics policy and implementing ethics training for Board members and staff.

2. Purpose, Background, and Scope of Investigation

A. Engagement and Independence

The District retained us to independently investigate a series of lawsuits and related activity targeting the District's governance of utility infrastructure and fees, de-annexation, and the timeline for transitioning board control from the developer to resident-elected members.

B. Overview of the District

The Florida Legislature created the District in 2004 by special act as a limited-purpose local government to provide timely, cost-effective infrastructure and development for the area. It spans over 12,000 acres within the City of North Port and unincorporated Sarasota County, encompassing the master-planned community of Wellen Park (formerly West Villages), residential neighborhoods, commercial centers, and the Atlanta Braves' spring training stadium.

The District is governed by a five-member Board. Under Florida law, four seats are filled by landowner election, reflecting the developer's majority land interest during the development phase. The fifth seat is filled by a resident-elected member through a general election conducted by the Supervisor of Elections. The current Board composition is:

- **Seat 1:** John Luczynski, Chairman (Term ends June 2029) — Developer Affiliated
- **Seat 2:** Thomas Buckley, Assistant Secretary (Term ends June 2029) — Developer Affiliated
- **Seat 3:** Steve Lewis, Vice Chairman (Term ends June 2028) — Developer Affiliated
- **Seat 4:** Christine Masney, Assistant Secretary (resigned February 2026; succeeded by Trevor Storm) (Term ends June 2027) — Developer Affiliated
- **Seat 5:** John Meisel, Assistant Secretary (Term ends November 2026) — Resident-Elected

As the District develops, Florida law requires additional Board seats to transition to resident election based on population thresholds. The transition timeline has been a subject of dispute and litigation.

C. Scope of Review

We reviewed the following issues:

- Governance practices, Board dynamics, and decision-making processes within the District;
- Conflicts of interest and ethics compliance, including previous findings and ongoing concerns;
- Litigation involving the District and related entities, and the circumstances giving rise to each lawsuit;
- Public advocacy efforts, including the West Villagers for Responsible Government de-annexation campaign and rate challenges; and
- Financial and operational impacts of ongoing conflicts and litigation on the District.

D. Methodology

i. Interviews

We requested interviews with all five Board members. Supervisor Masney resigned during the investigation and was succeeded by Trevor Storm. Supervisor Storm was not asked to participate, as he joined the Board late in the investigation and lacked pertinent information.

Supervisors Luczynski, Buckley, Lewis, and Masney declined to be interviewed, citing active litigation in which they were named parties, and directed questions to their personal litigation counsel, Bud Bennington of Shutts & Bowen LLP. Following conclusion of that litigation, we requested interviews a second time. They again declined, stating they had nothing to add beyond what the Board's records and documents would reflect. Several also expressed concern that participation could invite retaliation by Supervisor Meisel.

We made multiple attempts to schedule an interview with Supervisor Meisel. He declined. We also requested an interview with Victor Dobrin, a former resident-elected supervisor referenced in this investigation. Mr. Dobrin did not respond.

We interviewed:

- William Crosley, District Manager, Special District Services, Inc. (July 15, 2025);
- Bryan Mantz, Financial and Rate Consultant, GovRates (September 8, 2025);
- Jason Yarborough, Deputy City Manager, City of North Port (July 29, 2025);
- Paul Maloney, Community Member, Island Walk, West Villages (March 17, 2026);
- Giacomo Licari, WVID District Engineer, Stantec Engineering (April 14, 2026);

- Dave Kelly, WVID Irrigation Consultant, SWCA Environmental Consultants (April 13, 2026);
- Jim Cranston, former Gran Paradiso POA Vice President; intervener in the Gran Paradiso POA litigation; active community member (April 20, 2026);
- Bill Kelly, current Gran Paradiso POA President (April 14, 2026); and
- Ghyll Theurer, Community Member, Island Walk, West Villages (April 23, 2026).

ii. Documents Reviewed

We reviewed the following categories of documents:

- Florida Commission on Ethics findings and related correspondence;
- Pleadings, filings, discovery, and orders in active and recent litigation involving the District;
- The District's irrigation agreements and amendments;
- Rate studies and rate adoption materials;
- Board meeting minutes, agendas, and public records;
- Ordinance 2020-16 and related West Villages Index Map materials;
- West Villagers for Responsible Government public statements, filings, and advocacy materials;
- Petition for Contraction filings and related court proceedings;
- The District's adopted budgets and financial audits; and
- Applicable Florida statutes and ethics opinions.

3. Investigative Findings

A. Summary of Interviews

William Crosley:

WVID District Manager, Special District Services, Inc. — interviewed July 15, 2025

Mr. Crosley has served as District Manager since July 2019. He is responsible for administrative operations, including Board meeting facilitation, agendas, resolutions, and documentation, and his primary day-to-day working relationship is with the Board Chairman.

Mr. Crosley provided extensive context on the District's governance environment. He attributed the public distrust and operational interference affecting the District directly to Supervisor Meisel. He described Meisel's conduct toward staff, consultants, Board members, and residents as unprofessional, citing specific instances of shouting, interrupting, and issuing individual directives to staff in a manner inconsistent with the Board's collective authority. Mr. Crosley recounted one such instance in which Supervisor Meisel directed him to take specific action; when Mr. Crosley declined, he reminded Supervisor Meisel that he takes direction from the Board as a whole, not from individual members.

On the issue of information access, Mr. Crosley stated that Supervisor Meisel regularly requested information from District staff invoking his authority as a supervisor, and that staff complied. While Mr. Crosley does not believe privileged material was disclosed, he expressed concern that the requests appeared designed to support litigation adverse to the District and that staff members were uncomfortable fulfilling them. He further noted that Supervisor Meisel's pattern of filing lawsuits against individuals who oppose him — including the four developer-affiliated supervisors — has had a chilling effect on staff. Mr. Crosley estimated that litigation and associated conflict has consumed approximately forty percent of his working time

Bryan Mantz:

Financial and Rate Consultant, GovRates, Inc. — interviewed September 8, 2025

Mr. Mantz has served as a financial and rate consultant to local governments for approximately thirty years, specializing in recommending rate levels for government utility and assessment services through cash-flow analysis of reserves, expenditure needs, and management best practices. He was retained by the District in connection with the 2023 utility rate study.

Mr. Mantz reported a professional working relationship with District staff and the Board Chairman throughout the engagement. His experience with Supervisor Meisel was markedly different and, by his account, unlike anything he had encountered in three decades of public finance work. Supervisor Meisel contacted Mr. Mantz independently

and outside normal channels on multiple occasions in an effort to influence the study's conclusions. He told Mr. Mantz he would be "in trouble" if his recommendations did not align with Supervisor Meisel's position — specifically, that the District's utility agreements were unlawful. Following that communication, Mr. Mantz declined to accept Supervisor Meisel's calls and limited further contact to writing. After the study was completed, Supervisor Meisel submitted a public records request for all related communications and publicly challenged Mr. Mantz's conclusions during Board presentations, including referring to him as a communist. The rates recommended in Mr. Mantz's study were adopted and implemented by the District.

Jason Yarborough:

Deputy City Manager, City of North Port — interviewed July 29, 2025

Mr. Yarborough's primary Board-level interaction is with Supervisor Luczynski, principally in connection with the post-annexation agreement and related infrastructure matters. Mr. Yarborough served as the City's lead negotiator and later interim City Manager during the de-annexation campaign. He described the campaign as operationally disruptive to the City: the prospect of losing approximately thirty percent of the City's tax base required contingency planning and, in his assessment, hindered the City's ability to recruit and retain staff. The City spent approximately \$100,000 on outside consultants retained to respond to the de-annexation effort. Mr. Yarborough also observed that despite resigning from the Gran Paradiso POA Board, Supervisor Meisel appeared to retain ongoing influence over the Gran Paradiso POA's positions and activities.

Paul Maloney:

Community Member, Island Walk, West Villages — interviewed March 17, 2026

Mr. Maloney has resided in the West Villages since 2018 and has attended the majority of Board meetings since 2022. He identified himself as the individual who raised a conflict-of-interest concern on December 15, 2022, immediately following Supervisor Meisel's swearing-in — specifically, the conflict arising from Supervisor Meisel's simultaneous service on the Board and the Gran Paradiso POA Board during active litigation between those entities. That concern was subsequently submitted to the Florida Commission on Ethics, which found a violation.

Mr. Maloney described several incidents he personally observed at Board meetings and community events, including: Supervisor Meisel approaching the Board Chairman in a physically aggressive manner; shouting at District Counsel Lindsay Whelan to "shut up" when she offered a legal opinion; and attending a community meeting at Island Walk despite being asked not to, where his behavior required intervention.

Mr. Maloney also described an Englewood water agreement incident, the \$2.8 billion figure associated with the irrigation water agreements, and Supervisor Masney's February 2026 resignation. He noted that Supervisor Masney and the other supervisors, along with District Counsel Whelan, had been named as defendants in litigation arising from the

irrigation water dispute. Supervisor Masney declined to be interviewed; her February 4, 2026, resignation letter provides relevant context and is addressed below.

Mr. Maloney stated that his years of observing Supervisor Meisel's conduct have left him skeptical of expanded resident representation on the Board. He expressed confidence in the current developer-affiliated Board members.

Giacomo Licari:

WVID District Engineer, Stantec Engineering – interviewed April 14, 2026

Mr. Licari has served as WVID's District Engineer for four to five years. His role encompasses general engineering services across District functions, including irrigation system operations, stormwater management, right-of-way permitting, and infrastructure coordination. He noted that the District is distinctive among comparable districts in that it owns and operates its own irrigation system and controls all roadways and rights-of-way – features that make it operationally more complex than most districts he has encountered.

Mr. Licari described his working relationship with District staff as positive and collaborative. His primary Board-level interaction is with the Chairman. He reported no instances of Board interference with his engineering work and characterized the working environment as professional. He identified ongoing irrigation permit compliance and water restriction management as the District's most persistent technical challenges.

Dave Kelly:

WVID Irrigation Consultant, SWCA Environmental Consultants – interviewed April 13, 2026

Mr. Kelly is a geologist who has been involved in the West Villages area since approximately 2010. His role is to maintain and manage the District's water use permit – among the most complex in Southwest Florida – ensuring ongoing compliance and providing technical support related to irrigation water supply and usage.

Mr. Kelly worked with GovRates during the 2023 rate study and provided expert testimony on behalf of the District in the irrigation litigation. His interactions with District staff were consistently positive. He characterized the District as well-run and consistent with the standards he observes in comparable engagements.

Jim Cranston:

Former Gran Paradiso POA Vice President, intervener in the Gran Paradiso POA litigation, active community member – interviewed April 20, 2026

Mr. Cranston is a retired Navy commander who has lived in the West Villages area for approximately eleven years. He served as Vice President of the Gran Paradiso POA Board from community turnover in March 2021 through March 2022. His attorney, Caroleen Brej, attended his interview and helped organize and pursue the intervenor action described below.

Mr. Cranston stated that when Supervisor Meisel joined the Gran Paradiso POA Board in 2022, he arrived with a discernible agenda. In approximately July or August 2022, Supervisor Meisel pushed the Gran Paradiso POA Board to retain attorney Joseph Herbert to investigate irrigation matters. Mr. Cranston stated that the November 2022 lawsuit against the District and developer was filed without a community vote and without prior board approval, and that he objected in writing that a vote was required under applicable HOA statutes. He also described a Zoom meeting convened by Supervisor Meisel on approximately November 20, 2022, at which Supervisor Meisel sought board approval to sign a letter of intent to purchase a parcel adjacent to the Gran Paradiso entrance from the developer — before the developer could learn of the lawsuit and potentially decline to sell. The land deal did not proceed at that time; however, the parcel was ultimately conveyed to Gran Paradiso POA as part of the settlement between Gran Paradiso POA and Lennar Homes LLC in the Gran Paradiso Irrigation Agreements Case.

Mr. Cranston described irregularities in the July 2023 community vote used to ratify the 2022 litigation. He observed proxy votes bearing only the initials "JM" rather than required homeowner signatures and was told that Supervisor Meisel had obtained verbal authorization by telephone from those homeowners. Mr. Cranston objected immediately that such proxies were legally invalid. He and his attorney subsequently sought disclosure of the proxy documentation throughout the litigation but did not receive adequate substantiation that the proxies had been properly conveyed. The intervenor action was filed on this basis, and Mr. Cranston stated that the prospect of an evidentiary hearing on the proxy irregularities was a contributing factor in the settlement.

Mr. Cranston confirmed that Supervisor Meisel served as the principal contact between Gran Paradiso POA and attorney Herbert from the outset of the litigation through its conclusion, and that Herbert — or someone associated with the representation — had characterized Supervisor Meisel as a consultant to the litigation. Once the District identified this characterization, Supervisor Meisel reframed his role as a "knowledgeable other person," and questions regarding potential compensation were never resolved. Mr. Cranston also described Supervisor Meisel's continued influence over Gran Paradiso POA following his required resignation, including through proxy channels. He noted that community members were sufficiently concerned about retaliation that donors to the intervenor effort paid in cash to avoid having their names appear on any check Supervisor Meisel might discover.

Regarding Board conduct, Mr. Cranston corroborated accounts provided by other witnesses. He stated that Supervisor Meisel has stormed out of at least three meetings after attempting to speak over others and being rebuffed; that he repeatedly attempted to wrest control of meetings from Chairman Luczynski; and that he persistently sought private legal advice from District Counsel Whelan for his personal benefit, becoming belligerent when she declined. Mr. Cranston characterized Supervisor Meisel's voting pattern on District bonds as blanket opposition — consistently voting against bond authorizations without meaningful engagement with their substance — and described it as an uninformed effort to obstruct development.

Bill Kelly:

Current Gran Paradiso POA President – interviewed April 14, 2026

Mr. Kelly has served as a member of the Gran Paradiso POA Board since March 2024 and as Board President since March 2025. He has lived in Gran Paradiso since December 2021 and has backgrounds in public service and human resources management.

Mr. Kelly described the irrigation litigation as a central concern from the time he joined the board and stated that resolving it was a primary goal throughout his tenure. He estimated the litigation cost Gran Paradiso POA approximately \$2 million over approximately three years. He described the original board members who initiated the litigation – Supervisor Meisel, Steve Glunt, and Pam Kantola – as having approached the District adversarially from the outset, and stated that residents were told the District was treating them unfairly and that attorney Herbert consistently represented the litigation as winnable.

Mr. Kelly stated that following Supervisor Meisel's required resignation from the Gran Paradiso POA Board, Meisel continued to serve as an unpaid consultant to Mr. Herbert in connection with the litigation. Upon becoming Board President, Mr. Kelly was informed of this arrangement and directed Mr. Herbert to end Meisel's involvement. Mr. Herbert was initially resistant, but Mr. Kelly pressed the issue. Gran Paradiso POA subsequently retained a different attorney, Brian Cross, to negotiate a resolution.

Mr. Kelly described the settlement terms: the association would be restored to the District's water use permit, and Gran Paradiso POA was given the option to convey a small parcel of land within its boundaries to the District for use as a District headquarters in lieu of monetary payment. He stated that irrigation water has been restored to Gran Paradiso and that final court filings were being completed at the time of his interview. He described the relationship between Gran Paradiso POA and the District as improved and expressed confidence in District staff and leadership throughout the settlement process.

Mr. Kelly stated that Supervisor Meisel has had no interaction with him since Mr. Kelly informed Supervisor Meisel he would no longer speak with him. He described the District as professionally run and competently staffed, and expressed no concerns about District governance beyond the matters addressed in this investigation.

Ghyll Theurer:

Community Member, Island Walk, West Villages – interviewed April 23, 2026

Ms. Theurer and her husband have lived in Island Walk since April 2014 and have attended WVID Board meetings throughout that period. She noted that Island Walk's irrigation system draws from on-site retention ponds and is not connected to the District's irrigation supply, which in her view has insulated the community from the disputes affecting other communities within the District.

Ms. Theurer described the Board supervisors generally as professional and cooperative, and characterized Supervisor Meisel as divisive and a persistent source of conflict. She described observing Supervisor Meisel become so agitated during a Board meeting that he appeared to lunge physically toward Chairman Luczynski across the dais, prompting the law enforcement officer present to rise from his seat in apparent anticipation of a physical altercation. She also noted Supervisor Meisel's pattern of challenging District Counsel Whelan's legal opinions and described his conduct toward Supervisor Masney and Whelan as particularly contentious.

Ms. Theurer observed that prior resident-elected Supervisor Victor Dobrin disagreed with the Board majority but did so without personal attacks or disruptive behavior, and expressed the view that the community would benefit from a different resident representative in Seat 5. She stated that Supervisor Meisel's conduct appears to reflect individual personality rather than any structural tension between developer-affiliated and resident-elected Board members. She described District staff and counsel as professional and expressed overall confidence in the District's governance

B. Ethics Proceedings

i. January 2023 Ethics Complaint and Commission Finding

In January 2023, a complaint was filed with the Florida Commission on Ethics alleging a conflict of interest arising from Supervisor Meisel's simultaneous service on the WVID Board of Supervisors and the Gran Paradiso POA Board. The Commission found that the dual service constituted a conflict of interest — specifically, that Supervisor Meisel had voted on matters affecting one board while serving on both during a period of active litigation between the two entities. Supervisor Meisel subsequently resigned from the Gran Paradiso POA Board.

ii. Continued Involvement in Gran Paradiso POA Matters Following Resignation

Multiple interviewees stated that Supervisor Meisel continued to influence Gran Paradiso POA's lawyers, positions, and litigation strategy following his resignation, including through an alleged consulting role with the law firm representing Gran Paradiso POA in its litigation against the District. The District learned of this arrangement through discovery filings in which Gran Paradiso POA's attorney, Mr. Herbert, confirmed that Meisel had been retained as a non-testifying consultant — a characterization Gran Paradiso POA subsequently used to assert work product privilege protection. The record also reflects that Meisel at various points described his role as that of a "knowledgeable other person" rather than a compensated consultant. Whether Meisel received compensation has not been established. Gran Paradiso POA President Bill Kelly confirmed the arrangement existed and directed that it be terminated upon becoming Board President.

This consulting arrangement presents a more direct conflict of interest than the dual board service for which the Florida Commission on Ethics already admonished Supervisor Meisel. Rather than simultaneously serving on two boards with adverse interests, Supervisor Meisel was allegedly providing assistance to counsel — in a relationship Gran Paradiso POA claims was protected by attorney-client and work product privilege — for a party actively adverse to the District he was elected to serve. Whether or not he was compensated, this conduct presents at least as serious an ethical concern, and arguably a greater one, than the conflict on which the Commission previously opined.

iii. May 2023 Retaliatory Ethics Complaints

In May 2023, Supervisor Meisel filed ethics complaints with the Florida Commission on Ethics against each of the four developer-affiliated Board members alleging their votes constituted conflicts of interest because they aligned with the developer's interests. The Florida Commission on Ethics dismissed these complaints as unfounded.

iv. Resignation of Supervisor Masney

On February 4, 2026, Supervisor Masney submitted a letter of resignation to the Board of Supervisors, effective the same date. The letter was included in the February 12, 2026, Board meeting agenda. As noted, Supervisor Masney declined to be interviewed for this investigation citing concerns about potential retaliation by Supervisor Meisel.

In her resignation letter, Supervisor Masney stated that her resignation resulted from “ongoing challenges within the Board environment that have impacted the standards of professionalism and decorum expected of a public board.” She described Board dynamics as having produced “persistent conflict and legal matters involving the District,” and specifically noted that she had been personally named as a defendant in litigation arising from her role as a supervisor. Supervisor Masney stated that the litigation “significantly affected [her] ability to continue serving effectively.”

C. Summary of Litigation and Related Campaigns

The District has been engaged in multiple, simultaneous litigation.

i. Gran Paradiso Irrigation Agreements Case

Gran Paradiso Property Owners Ass'n, Inc. v. West Villages Improvement District, Lennar Homes LLC, Thomas Ranch Intangibles, LLLP, and Ranch Land Operations, LLLP, Case No. 2022-CA-005368-SC, 12th Judicial Circuit, Sarasota County, Florida.

This was the most consequential litigation affecting the District during the period under investigation. The case arose from Gran Paradiso POA's challenge of the District's irrigation rate structure, which had been revised in September 2018 through Resolution 2018-18 — adopted at a Board meeting noticed five days in advance rather than the seven

days required by Section 189.015, Florida Statutes. The 2018 rates were incorporated into irrigation agreements executed while Lennar Homes LLC still controlled the Gran Paradiso POA Board, culminating in a 2020 Amended and Restated Agreement with a one-hundred-year term and annual escalation provisions of up to 5.5 percent. Gran Paradiso POA calculated that the aggregate liability imposed on Gran Paradiso residents over the full term of the agreement would approach \$2.8 billion.

The litigation was initiated in November 2022, after Gran Paradiso POA began withholding portions of its irrigation invoices and the District issued notice of intent to suspend service. Multiple interviewees — including former Gran Paradiso POA Vice President Jim Cranston and current President Bill Kelly — identified Supervisor Meisel as the driving force behind Gran Paradiso POA's decision to retain litigation counsel and pursue an adversarial posture toward the District. At that time, Supervisor Meisel also served on the Gran Paradiso POA Board. Following his required resignation from that board in early 2023, after the Florida Commission on Ethics determined he could not serve on both boards simultaneously, Supervisor Meisel continued to serve as a non-testifying consultant to Gran Paradiso POA's litigation counsel. The precise nature and scope of that consulting arrangement was not fully disclosed; Gran Paradiso POA objected on privilege grounds to the production of communications between it and Supervisor Meisel on multiple occasions.

In May 2023, Judge Hunter Carroll granted Gran Paradiso POA a temporary injunction limiting the District to collecting the original 2009 rate of \$0.37 per thousand gallons from Gran Paradiso during the pendency of the litigation. The District moved to cure the identified notice deficiency through properly noticed re-adoption proceedings in April 2023 and retained GovRates, Inc. as an independent rate consultant. New rates were formally adopted by the Board in April 2024.

As litigation continued, Gran Paradiso POA repeatedly exceeded its allocated irrigation water usage in violation of the District's Water Use Permit. In December 2024, the Board voted 3-1 — Supervisor Meisel dissenting — to approve a modification to the Water Use Permit removing Gran Paradiso POA from its coverage. The Southwest Florida Water Management District approved the modification effective February 2025. Gran Paradiso POA did not appeal by the February 10, 2025 deadline, and physical irrigation service was terminated on March 31, 2025.

The case was resolved by settlement in November 2025. Under the settlement, Gran Paradiso POA dismissed all claims with prejudice, issued a public apology, agreed not to disparage the settlement, and agreed — subject to a community vote — to convey approximately 1.43 acres of land near the Gran Paradiso entrance to the District for use as a District headquarters. The community did not approve the land conveyance, triggering Gran Paradiso POA's obligation to pay \$300,000 to the District in lieu of the land. Gran Paradiso POA also agreed to pay \$525,000 in attorneys' fees to developer-affiliated parties named in the litigation. Six current and former Gran Paradiso POA directors — including Supervisor Meisel and former WVID Board member Victor Dobrin — were expressly excluded from the settlement, leaving them exposed to future claims by the developer. The case was dismissed in April 2026, and the Southwest Florida Water

Management District approved an amendment restoring Gran Paradiso POA to the District's Water Use Permit coverage, following the 2025 removal for repeated usage exceedances.

Gran Paradiso POA President Kelly estimated the litigation cost the association approximately \$2 million over approximately three years.

ii. Gran Paradiso Abusive Litigation Case

Luczynski, Lewis, Buckley, Masney, Ranch Land Operations, LLLP, and Thomas Ranch Intangibles, LLLP v. Gran Paradiso Property Owners Association, Inc., Case No. 2025-CA-002417-SC, 12th Judicial Circuit, Sarasota County, Florida.

Filed May 14, 2025, this action was brought by the four developer-affiliated District Supervisors — John Luczynski, Steve Lewis, Thomas Buckley, and Christine Masney — along with developer-affiliated entities against Gran Paradiso POA, asserting claims for abuse of process and negligence arising from Gran Paradiso POA's conduct in the Gran Paradiso Irrigation Agreements Case. The Complaint alleged that Gran Paradiso POA willfully and repeatedly filed legally insufficient pleadings against the individual supervisors for improper purposes, including to damage their reputations and employment, coerce favorable votes on the WVID Board, and obtain preferential irrigation rates unavailable to other District customers.

The Complaint incorporated documents reflecting Supervisor Meisel's role in directing the underlying litigation against the District while simultaneously serving on the WVID Board — including written communications in which he directed Gran Paradiso POA's legal strategy, coordinated pleading activity, and strategized about leveraging the District's insurance policy to fund Gran Paradiso POA's damages claims against the District.

On January 13, 2026, the parties filed a Joint Stipulation for Dismissal with Prejudice as part of the broader settlement resolving the Gran Paradiso Irrigation Agreements Case.

iii. Urbanization Case

Fernstrum v. West Villages Improvement District, Case No. 2023-CA-007416-SC, 12th Judicial Circuit, Sarasota County, Florida.

Filed October 12, 2023, this action was brought by District resident David Fernstrum, represented by Joseph Herbert — the same attorney who represented Gran Paradiso POA in the Gran Paradiso Irrigation Agreements Case — seeking declaratory relief under Section 189.041(2)(b)5, Florida Statutes. The plaintiff alleged that the District had systematically used flawed and inconsistent methodologies to calculate the proportion of urbanized land within the District, artificially suppressing the urbanization percentage to delay the required transition of Board seats from landowner-controlled to resident-elected composition. The complaint noted year-over-year swings in urbanization calculations — including a single-year reduction of approximately 69 percent between 2021 and 2022.

The circumstances surrounding the initiation are relevant to this investigation. In the months before filing, the urbanization calculation methodology had been a consistent focus of Supervisor Meisel’s communications with District staff, Board members, and Sarasota County staff. At the District’s September 14, 2023, Board meeting, Supervisor Meisel stated that a lawsuit would be filed on the urbanization issue. Weeks later, Mr. Herbert filed the complaint. At that same Board meeting, Supervisor Meisel indicated he had been in contact with a planner who disputed the District’s calculations. That planner was subsequently disclosed as Mr. Fernstrum’s testifying expert. At the deposition of Mr. Fernstrum on March 26, 2025, the witness was instructed not to answer two questions directed at Supervisor Meisel’s involvement in this lawsuit: (1) whether he had suggested suing, and (2) whether he had recommended Mr. Herbert as counsel.

In June 2025, the District moved for Relief from Prohibited Client Contacts, stating that Mr. Herbert had characterized Supervisor Meisel as a non-testifying consultant in this case, again claiming privilege, and that Mr. Herbert was also serving as Supervisor Meisel’s personal attorney. The motion noted that Supervisor Meisel’s consulting role extended across all three of Mr. Herbert’s cases against the District simultaneously.

The case was dismissed with prejudice by joint stipulation on September 12, 2025, before the prohibited contact motion was heard. CS/HB 4061, signed by Governor DeSantis on June 24, 2025, had already amended the District’s enabling legislation to replace the urbanization percentage methodology with objective, data-driven population thresholds based on qualified elector data from the U.S. Census Bureau and the Florida Division of Elections. Under the new framework, Board seat transitions occur at four defined population milestones ranging from 17,598 to 39,595 qualified electors, mooted the lawsuit.

iv. Special Assessment Case

O’Sullivan et al. v. West Villages Improvement District and Barbara Ford-Coates as Tax Collector, Case No. 2023-CA-007165-SC, 12th Judicial Circuit, Sarasota County, Florida.

Filed September 29, 2023, this action was brought by District residents represented by Mr. Herbert, challenging the District’s June 2023 adoption of a non-ad valorem special assessment of approximately \$904,000. Count I alleged a Sunshine Law violation based on the District’s purported failure to post the tentative budget on its website two days before the June 27, 2023 Board meeting. Count II challenged the apportionment methodology, which allocated costs on a flat per-unit basis without regard to irrigable area, resulting in a townhome being assessed the same amount as the Atlanta Braves’ spring training stadium. The final budget had been approved 4-1, with Supervisor Meisel as the sole dissenting vote.

The District argued that no public hearing was held on June 27, 2023 — that meeting was solely to set a future hearing date — and that the proposed budget had been posted on the District’s website on June 21 as part of the agenda package, well before the September 14, 2023 public hearing at which the budget was formally adopted. The District’s motion for summary judgment on Count I was denied.

The case was voluntarily dismissed with prejudice by plaintiffs on June 24, 2025, with each party bearing its own attorney's fees and costs, before any merits ruling on Count II. As in the Gran Paradiso Irrigation Agreements Case and the Urbanization Case, discovery responses confirmed that Supervisor Meisel served as a non-testifying consultant to plaintiffs during this litigation adverse to the District.

v. De-Annexation Campaign and Petition for Contraction

Since 2020, Supervisor Meisel has led West Villagers for Responsible Government's campaign to remove Wellen Park from the City of North Port through contraction of the City's boundaries. This campaign generated multi-year administrative and judicial proceedings from 2020 through 2025, each resolved against the petitioners.

The Florida Second District Court of Appeal quashed the Circuit Court's ruling in November 2025, holding that the City's rejection of the contraction petition was a legislative act not subject to judicial review. Rehearing was denied in March 2026 and the mandate issued on April 13, 2026. West Villagers for Responsible Government filed a notice invoking the Florida Supreme Court's discretionary jurisdiction on April 23, 2026. That petition remains pending.

The campaign has imposed costs on the District and related governmental entities and created uncertainty for residents and stakeholders. Deputy City Manager Yarborough estimated that the City expended approximately \$100,000 retaining outside consultants to respond to the effort.

vi. Financial Impact of the Litigation and De-Annexation Campaign

Documented legal expenditures across the proceedings described above total approximately \$1,734,672.70:

- Gran Paradiso Irrigation Agreements Case defense costs: \$1,355,972.57
- Related District Counsel costs for the same litigation: \$185,544.21
- Urbanization Case defense costs: \$81,566.83
- Special Assessment Case defense costs: \$111,589.09

The District also incurred \$22,146.02 in legal fees and approximately \$140,000 in lobbying fees related to the 2025 legislative effort that produced CS/HB 4061. The total documented financial impact of these proceedings and related efforts approaches \$1,896,818.72, exclusive of operational costs, staff time, and the economic impact on Gran Paradiso POA residents who bore the cost of the irrigation service termination.

Most of the interviewees identified Supervisor Meisel as the primary driver of the filing, escalation, or continuation of one or more of these proceedings.

4. Analysis

A. Issues

i. Conflicts of Interest Under Florida Law

Florida's Code of Ethics for Public Officers and Employees, codified at Sections 112.311–112.3261, Florida Statutes, establishes restrictions on conflicts of interest for public officials:

- Section 112.313(6) prohibits a public officer from misusing their official position to secure a special benefit for themselves or others.
- Section 112.313(7) prohibits a public officer from holding a contractual relationship with a business entity doing business with or regulated by their agency.
- Section 112.3143 requires a public officer to abstain from voting on matters in which they have a conflict of interest and to file a written statement of conflict.

The consulting arrangement between Supervisor Meisel and Gran Paradiso POA's litigation counsel raises concerns under each of these provisions. The previous Ethics Commission finding established that a conflict existed in the earlier dual-board context. The consulting arrangement represents a more direct conflict, placing Supervisor Meisel not only as a voter on both boards, but engaged directly against the District while continuing to sit on its Board and with access to non-public and privileged information.

A sitting Board member's participation in litigation adverse to the District creates, at minimum:

- Risk that the Board member may access or convey non-public or privileged information to adverse parties;
- A structural conflict between the supervisor's obligations to the District and any obligations to the opposing party; and
- Impairment of the Board's ability to deliberate on litigation strategy, settlement, or related matters in a protected environment.

The Gran Paradiso Abusive Litigation Case alleged that Supervisor Meisel orchestrated litigation adverse to the District while serving on the Board. Although resolved by settlement, discovery revealed communications by Supervisor Meisel directing Gran Paradiso POA's legal strategy.

ii. Fiduciary Duties of Board Members

Under Florida law, members of a special district board owe fiduciary duties of loyalty and care to the District and its residents. These duties require a supervisor to act in the District's best interest, avoid placing personal interests in conflict with those of the District, and not use their Board position to benefit themselves or others at the District's expense.

The reported conduct summarized in this report — especially the consulting role with Gran Paradiso POA’s litigation counsel, the purported use of Board position to advance Gran Paradiso POA’s interests in disputes from which Supervisor Meisel may have benefited as a consultant or homeowner, the reported conduct toward the District’s rate consultant, and the leadership of West Villagers for Responsible Government’s campaigns adverse to District governance — could be grounds for a breach of fiduciary lawsuit against Supervisor Meisel. In such a case, the Board could seek damages and injunctive relief.

iii. Abuse of Process

Florida law recognizes causes of action for abuse of process and malicious use of civil proceedings where litigation is initiated or continued for improper purposes. The Gran Paradiso Abusive Litigation Case alleged that Gran Paradiso POA, through conduct attributed in part to Supervisor Meisel, initiated litigation without legitimate legal basis to extract preferential treatment rather than to vindicate legitimate legal rights. That case was resolved by joint stipulation in January 2026 as part of the broader settlement of the Gran Paradiso Irrigation Agreements Case. While the settlement does not constitute a finding of liability, the record developed in that proceeding — including written communications showing Supervisor Meisel directing Gran Paradiso POA’s legal strategy while serving on the WVID Board — remains directly relevant to the conflict-of-interest and fiduciary duty analysis in this report. The District should continue to evaluate remedies, including fee-shifting and sanctions, in connection with any future similar conduct.

iv. Attorney Conduct Considerations

This investigation identified circumstances that may implicate the professional responsibilities of attorneys involved in matters adverse to the District. Supervisor Meisel’s role as a non-testifying consultant to the law firm representing Gran Paradiso POA in litigation against the District raises questions under these provisions of the Rules Regulating The Florida Bar:

- Rule 4-1.7 (Conflict of Interest: Current Clients) — prohibiting representation that is directly adverse to a client or materially limited by the lawyer’s responsibilities to another person;
- Rule 4-3.5 (Contact with Persons Having Interests Adverse to a Client) — governing improper contacts in connection with pending litigation; and
- Rule 4-8.4 (Misconduct) — prohibiting conduct involving dishonesty, fraud, deceit, or misrepresentation, and conduct prejudicial to the administration of justice.

If a sitting Board member of the defendant in a lawsuit is simultaneously serving as a consultant to the plaintiff’s lawyers — providing insider access, strategy, or information derived from his Board role — that arrangement raises questions about the integrity of

the adversarial process. The factual record developed in this investigation may provide a basis for a formal referral.

B. Recommendations

i. Sue for Breach of Fiduciary Duty

Based on the testimony gathered and documents reviewed, the District likely has a cause of action for breach of fiduciary duty against Supervisor Meisel. In that lawsuit, the District could seek damages and injunctive relief.

ii. Governance and Conflict Protocols

Implement Formal Recusal Protocols.

The Board should adopt formal written recusal protocols requiring any Board member with an identified conflict to abstain from votes or deliberations. Recusals must be documented in Board minutes with written statements identifying the conflict, as required by Section 112.3143, Florida Statutes.

Preserve and Organize the Evidentiary Record.

The District should identify, preserve, and organize all evidence relevant to the conduct described in this report, including communications, voting records, litigation filings, consultant correspondence, and witness accounts. This record is essential for any ethics referral, removal proceeding, or civil litigation. Communications involving the rate study should be specifically identified and preserved.

Restrict Sensitive Information Access.

The District should evaluate protocols for managing Board member access to privileged litigation strategy, settlement discussions, and other sensitive information based on actual or potential conflicts of interest.

iii. Ethics Commission Referral

The District should consider filing a new complaint with the Florida Commission on Ethics regarding Supervisor Meisel's consulting role with Gran Paradiso POA's litigation counsel while serving on the WVID Board.

An Ethics Commission proceeding creates an official public record, on which other actions might be based for forfeiture of office.

iv. Petition to the Governor for Suspension and Removal

The District should evaluate whether the statements summarized in this report support a petition to the Governor's Office for suspension and removal of Supervisor Meisel under Article IV, Section 7 of the Florida Constitution. Grounds of malfeasance, misfeasance, or

neglect of duty may be supportable based on the previous and potential future ethics findings and/or the litigation consulting arrangement.

v. Florida Bar Referral

The District should consider filing a complaint with The Florida Bar in regard to Supervisor Meisel’s consulting arrangement in litigation adverse to the District, as described in the attorney conduct analysis above.

vi. Governance Reforms

The Board should adopt the following longer-term governance reforms:

- Adopt a formal Board Ethics Policy establishing conflict disclosure standards, recusal obligations, and conduct expectations applicable to all Board members;
- Implement periodic ethics training for all Board members, with participation documented in Board records; and
- Establish a protocol for requesting advisory opinions from the Florida Commission on Ethics before votes or actions that present potential conflict-of-interest concerns.

The Board should also note that CS/HB 4061, signed by Governor DeSantis on June 24, 2025, has prospectively resolved the Board seat transition dispute that generated the Urbanization Case, replacing the prior urbanization percentage methodology with objective population thresholds. This development removes a source of ongoing governance uncertainty and litigation risk, and the Board should ensure that District operations and public communications reflect the new statutory framework.

vii. Public Communications and Transparency

The District should develop a communications strategy to provide residents with accurate information about its governance, rate studies, and legal proceedings.

Communications should be factual and resident-focused. The District should make information about rate studies, governance structure, financial audits, and legal proceedings accessible on its public website, and should use Board meetings as opportunities for clear public communication about District operations.

RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, West Villages Improvement District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “Act”), being situated entirely within Sarasota County and the City of North Port, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by the Act to adopt rules and orders pursuant to the Act.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on August 13, 2026, at 1:00 p.m., at the City of North Port, Commission Chambers, 4970 City Hall Boulevard, North Port, Florida 34286.

SECTION 2. The District Secretary is directed to publish notice of the hearing.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of May 2026.

ATTEST:

WEST VILLAGES IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WORK ORDER #76
WEST VILLAGES IMPROVEMENT DISTRICT
SOUTHWEST WATER RECLAMATION FACILITY PHASE 2 EXPANSION
PRELIMINARY DESIGN REPORT

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the “Professional”), and the West Villages Improvement District, (the “Client”) in accordance with the terms of the Professional Services Master Agreement dated June 23, 2015, which is incorporated herein by reference.

Project Understanding

The Southwest Water Reclamation Facility (SWWRF) is permitted by the Florida Department of Environmental Protection (FDEP), Permit No. FLA984841, with a current operational capacity of 2.0 million gallons per day (MGD) annual average daily flow (AADF) for Phase 1 and 4.0 MGD AADF for Phase 2. Based on the 2025 Wastewater Master Plan Update for Wellen Park, the Phase 1 (2.0 MGD AADF) buildout capacity is anticipated to be reached by 2029, utilizing the existing level of service. The Client wishes to proceed with a preliminary design report (PDR) to understand the magnitude and feasibility of the Phase 2 expansion (4.0 MGD AADF). If the magnitude and feasibility assessment demonstrates the need for an expansion beyond 4.0 MGD AADF, additional modifications that are not included in this scope will be required for the PDR for FDEP permitting purposes.

Additionally, the Client wishes to understand the onsite infrastructure required for the facility to accept future reclaim water and partially treated wastewater from the North Port Wastewater Treatment Plant (NPWWTP) currently under design by others.

The scope of services below includes specific tasks to gather information, perform field investigations, develop future infrastructure needs, perform hydraulic analyses, and provide recommendations.

Scope of Services

Task I – Data Collection and Management

- A. The Professional will prepare for, and attend, one (1) project kick-off meeting with the Client to discuss project objectives, schedule, milestones, communication methods, and base information. The Professional will also discuss strategies for the SWWRF Phase 2 expansion.
- B. The Professional will collect and review available design information and record drawings for the SWWRF PDR. The Professional will request reports, studies, technical analyses, operational information, and other documents relevant to the SWWRF PDR from the Client and the City of North Port (City).
- C. The Professional will request, from others, design information for future infrastructure projects that will convey reclaim water and partially treated wastewater to the SWWRF from the NPWWTP.

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Task II – Southwest Water Reclamation Facility Phase 2 Expansion Preliminary Design Report

- A. The Professional will prepare a preliminary design report (PDR) to assess the magnitude of the SWWRF expansion and evaluate the required infrastructure. The PDR will include the permitting requirements, basic design assumptions, process calculations, descriptions, and sizes of the facility’s proposed components. The PDR will also include the following design information for the proposed facility:
 - 1. Flow Capacity
 - 2. Treatment Requirements
 - 3. Effluent Limits
 - 4. Process Flow Diagram
 - 5. Preliminary Site Plan
 - 6. Hydraulic Profile
- B. The Professional will evaluate the onsite infrastructure required for the facility to accept future reclaim water and partially treated wastewater from the NPWWTP.
- C. The PDR will be submitted to the Client for review and comments. The Professional will meet one (1) time with the Client to discuss any comments and update the PDR to incorporate the comments discussed in the meeting.
- D. The Professional will submit the PDR to the City and meet one (1) time with the Client and City, to discuss any comments. The report will be finalized based on the comments discussed in the meeting.
- E. The Professional will submit up to three (3) hard copies and one (1) electronic PDF copy of the Final PDR.

Task III – Southwest Water Reclamation Facility Phase 1 Condition Assessment

- A. The Professional will review monthly discharge monitoring reports, records, and permits for the SWWRF and develop a condition assessment inspection form of items to be evaluated for the facility. The Professional will perform a site inspection of the SWWRF based on the condition assessment inspection form.
- B. During the site inspection, the Professional will interview senior operations personnel to discuss facility operations, recent and long-term problems, and the facility’s regulatory history. This task will also include one (1) meeting with senior staff to discuss findings.
- C. Based on the condition assessment, the Professional will prepare a facility condition assessment technical memorandum. The memorandum will consist of a summary of the facility inspection, identification of issues related to operations, maintenance, and regulatory compliance, and recommendations for improving facility conditions.
- D. The Professional will submit the technical memorandum to the City and meet one (1) time with the Client and City, to discuss any comments. The technical memorandum will be finalized based on the comments discussed in the meeting.
- E. The Professional will submit up to three (3) hard copies and one (1) electronic PDF copy of the Final Technical Memorandum.

Information Provided by Client

The Professional will be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s Professionals or representatives.

Schedule of Services

The scope of services will be provided on an as-needed basis.

Compensation and Schedule of Services

The Professional will perform the services in Tasks I through III for the total lump sum fee of \$255,500 below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

TASK	DESCRIPTION	LUMP SUM FEES
I	DATA COLLECTION AND MANAGEMENT	\$43,400
II	SWWRF EXPANSION PDR	\$148,800
III	SWWRF PHASE 1 CONDITION ASSESSMENT	\$63,300
	TOTAL LUMP SUM FEES	\$255,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

WEST VILLAGES IMPROVEMENT DISTRICT
(Client)

KIMLEY-HORN AND ASSOCIATES, INC.
(Professional)

By: _____
(signature)

By: Ashley M. Miele
Ashley M. Miele, P.E.

(Title)

Vice President

(Title)

(Date)

April 1, 2026

(Date)

WORK AUTHORIZATION

May 14, 2026

West Villages Improvement District

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

Dear Chairman, Governing Board:

Dewberry Engineers, Inc. (“Dewberry”) is pleased to submit this work authorization to provide engineering services for the West Villages Improvement District. We will provide these services pursuant to our current agreement dated June 11, 2020 (“Engineering Agreement”) as follows:

I. Scope of Work

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

II. Fees

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

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

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

<p>APPROVED AND ACCEPTED</p> <p>By: _____</p> <p>Authorized Representative of West Villages Improvement District</p> <p>Date: May ____, 2026</p>	<p>Sincerely,</p> <p>_____</p> <p>By: _____</p> <p>Dewberry Engineers, Inc.</p>
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Exhibit A



Dewberry Engineers Inc. | 883.345.0836
1479 Town Center Drive, Suite D214 | www.dewberry.com
Lakeland, FL 33803-7974

SCOPE OF SERVICES West Villages Improvement District Reclaimed Water Main Preliminary Design March 17, 2026

A. Project Background and Description

The West Villages Improvement District (WVID) engaged Dewberry Engineers Inc. (CONSULTANT) to assist the WVID in the design, permitting and construction administration services of a reclaimed water main (RCWM) from the City of North Port (CONP) Pan American Wastewater Treatment Facility (Pan American WWTF) to the CONP Southwest Wastewater Reclamation Facility (SWWWRF). The purpose of the new RCWM is to transmit up to 5 million gallons per day (MGD) flow from the Pan American WWTF to the SWWWRF. This reclaimed water main (RCWM) will be generally aligned along US Highway 41 (Tamiami Trail) in the CONP, and will be located in Florida Department of Transportation (FDOT) right-of-way (R/W) with possible location in CONP R/W adjacent to the FDOT R/W. No property acquisition is included in this scope of services. The RCWM route will cross several water bodies, including the Myakka River. The proposed size of the approximately 23,000 linear foot (LF) RCWM will be 16-inch diameter.

The new RCWM will be connected to the Pan American WWTF Transfer Pumping Station at the Pan American WWTF. This existing station is being modified in a phased approach under a separate contract to provide additional pumping capacity to transmit the reclaimed water flow from the Pan American WWTF to the SWWWRF. The first phase of the modifications to the Pan American Transfer Pump Station will be to provide pumping capacity at the Pan American Transfer Pump Station to transfer an average of 2.5 MGD reclaimed water and peak flow of 5 MGD effluent from the Pan American WWTF to the SWWWRF. This will provide beneficial reuse of 2.5 MGD for irrigation at the SWWWRF, and capability to dispose of up to 5 MGD peak flow of effluent at the SWWWRF, through a combination of storage/retreatment and possibility of disposal through the DIW located at the SWWWRF or new DIW constructed under another contract. This project will coordinate with WVID and CONP for the design of the Pan American WWTF Transfer Pump Station for hydraulic modeling conducted for the RCWM. Design of the modifications of the Pan American Transfer Pump Station is not included in this scope of services.

At its termination point at the Southwest WWTF, the RCWM will discharge to facilities, such as ground storage tank, existing deep injection well, or effluent pumping station wet well designed by others. CONSULTANT shall coordinate with the designers of these facilities.

B. Scope of Services

Upon authorization to proceed from the WVID, the CONSULTANT will provide the following identified services associated with the preliminary design of the RCWM. This authorization shall be in effect until the CONSULTANT completes all services as described in the CONSULTANT Supplemental Agreement and any subsequent modifications hereto or the WVID elects to cancel for any reason.

PHASE 100 – PROJECT MANAGEMENT

Task 101 – Project Management

CONSULTANT shall provide project management for the implementation of this project, including project updates and invoicing. Project management and coordination services and attendance at meetings will be provided, and may involve the following, depending on the task:

- Attending internal, WWID and CONP design coordination meetings.
- Attending meetings with affected project participants, such as CONP.
- Overall design coordination.
- Design review meetings.
- Quarterly internal quality assurance/quality control meetings.
- Other program management support tasks as requested by WWID management staff.

CONSULTANT will develop and submit monthly invoices to the WWID's Project Manager in an approved format throughout the project preliminary design duration. For the purpose of estimating a budget for this task, it is assumed that the preliminary design project duration is 6 months. Invoices will be submitted in a format agreed upon with WWID. Design review meeting associated with submittals to WWID, pre-bid meetings, field visits, and coordination with regulatory agencies are included under separate tasks.

PHASE 200 – DATA COLLECTION AND SUPPORT SERVICES

Task 201 – Data Collection

CONSULTANT shall request current existing utility information via Sunshine 811 design tickets based on the alignment for the RCWM. Once received, CONSULTANT shall meet with the jurisdictional agency for each utility to review the alignment and to request as-built utility information for the existing utilities. At these meetings, CONSULTANT shall request any information for planned but not yet constructed developments or utility projects that may affect the final design alignment of the RCWM. In addition to the utility information, CONSULTANT shall meet with the public works department of each jurisdictional entity to confirm planned or on-going road construction projects that may impact the RCWM final design. CONSULTANT shall request and meet with the following entities:

- CONP Utilities and Public Works.
- Florida Department of Transportation (FDOT) (road and structures).
- Electric transmission/distribution providers.
- Gas and petroleum providers.
- Cable and fiber optic providers.

The WWID shall provide the following information concerning planned work at or affecting the SWWWRF facility to assist in defining the discharge scenarios for the new 16-inch reclaimed main at the SWWWRF, obtained from the SWWWRF designers and WWID system engineer:

- Current permitted capacity of DIW on the SWWWRF site.
- Historic and current average/peak disposal of water plant brine and SWWWRF effluent down the DIW.
- Five-year forward prediction of SWWWRF effluent flow and brine disposal needs from WTP.

- Five-year plan of plant improvements at SWWWRF, including proposed ground storage, proposed effluent pumping station improvements, proposed new DIW construction.
- Status of proposed piping improvements (if any) from SWWWRF to disposal pond south of SWWWRF.

Task 202 – Pipeline Survey

Ground control will be set throughout the project area by one survey crew. A second survey crew will set control for the aerial imagery, prior to flying the project area for aerial imagery and LIDAR data. Once control is set, one crew collecting information on the marked utilities and any stormwater crossings along the route. Right-of-way will be established at the beginning of the survey and used by the geospatial group for planimetric feature extraction. After determining planimetric features and surface file, all data including obscure area topo, utilities and stormwater crossings will be provided. The approximate total route survey length for the transmission mains is 23,000 LF. Geotechnical boring locations and wetlands delineation lines will be provided when the borings and wetlands lines are set. Quality Level B utility locates will be provided to verify the horizontal alignment of existing utilities once the preliminary alignment of the proposed pipeline is set. Twenty-five (25) SUEs are included in this proposal. Additional SUEs, if required, will be provided under the project allowance for additional services.

Task 203 – Geotechnical

Geotechnical services are to support a new proposed reclaimed water pipeline from the City of North Port (CONP) Pan American WWTF Transfer Pump Station to the CONP SWWWRF. The proposed pipe alignment is approximately 4.3 miles long and will generally be aligned along the eastbound R/W of Tamiami Trail (US 41). The pipe is proposed to traverse underneath several side streets and the Myakka River. Horizontal Directional Drilling (HDD) and Jack and Bore (JB) construction methods are anticipated for portions of the project. It is anticipated that the proposed geotechnical field-testing will be completed in accessible public rights-of-way. Based on current information, the pipe alignment is proposed along the south side of US 41. Because high-voltage power lines along with other utilities are present along the south side of the roadway, test borings will be completed between the roadway and the high-voltage power lines. Provisions for working adjacent to the roadway have been included with this proposal. Cost for Maintenance of Traffic (MOT) for lane closures (if needed) are not included herein. MOT, if required, will be provided under the project allowance for additional services.

The objective of the geotechnical study is to obtain information concerning subsurface conditions along the project alignment to base engineering estimates and recommendations in each of the following areas:

1. General location and description of potentially deleterious materials discovered in the borings that may interfere with the proposed pipeline.
2. Identification of groundwater levels at the time of the fieldwork.
3. Suitability of soil excavated for use as backfill will be evaluated and standard penetration resistance data will be used to provide strength characteristics of the subsurface soils.
4. Geotechnical recommendations for pipeline construction, including suitability of *in situ* soils for pipe trench bedding and backfill.

Base Geotechnical Services

1. Review published soils and topographic information. This published information will be obtained from the appropriate Florida Quadrangle Map published by the United States Geological Survey (USGS)



and the Soil Survey of Sarasota County, Florida, published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

2. Conduct a visual reconnaissance of the project site and coordinate utility clearances.
3. Execute a program of subsurface exploration consisting of borings, subsurface sampling and field-testing to support the proposed project components. We propose the following distribution of test borings as coordinated with the Dewberry team:
 - a. Three (3) Standard Penetration Test (SPT) borings to a depth of 80-feet below existing grades for the HDD underneath the Myakka River. An additional two (2) SPT borings will be performed to a depth of 50 feet for the HDD underneath the Myakka River. If limestone/bedrock is encountered, the borings will include rock coring as part of boring advancement.
 - b. Fourteen (14) SPT borings to a depth of 20 feet below existing grades along the pipeline alignment at locations requested by Dewberry for proposed Jack and Bore locations.
 - c. Four (4) SPT borings to a depth of 30 feet below existing grades for the proposed HDD locations requested by Dewberry.
 - d. Twelve (12) SPT borings to a depth of 15 feet below existing grades for intermediate locations along the pipeline alignment.
4. Soil sampling within the proposed borings planned to depths of 15, 50, and 80 feet will consist of continuous sampling to a depth of 10-feet below existing grades and at intervals of 5 feet thereafter. All other borings will be sampled on 2½ foot centers. Samples will generally be collected in accordance with ASTM D1586.
5. Upon borehole completion, water levels will be recorded within 24 hours of boring completion and the borings thereafter sealed with a bentonite-cement grout from the bottom of the borehole.
6. Visually classify the samples in the laboratory using the Unified Soil Classification System (USCS). Perform laboratory testing as necessary to confirm our visual classification. Identify soil conditions at each boring location.
7. Laboratory tests will include natural moisture content, grain-size analyses, Atterberg limits, organic content, and corrosion series tests. Strength testing (unconfined compressive strength) will be performed on select rock cores.
8. Prepare an engineering report that will summarize the course of study pursued, the field and lab data generated, and the subsurface conditions encountered with associated geotechnical recommendations.
9. Myakka River Boring
 - a. One (1) SPT borings to a depth of 80-feet below existing grades using barge mounted drilling equipment. Soil sampling with the barge drilling will consist of sampling at intervals of 5 feet. If limestone/bedrock is encountered, the boring will include rock coring as part of boring advancement.

Task 204 – Environmental Assessment

CONSULTANT will complete an environmental assessment of the pipeline corridor to identify and flag jurisdictional wetlands, record the occurrence and location of listed species, and identify the presence of protected cultural or historical resources. This will include coordination with permitting agencies, application for permits, and responses to requests for additional information, if required.

CONSULTANT will identify the presence and record the location of listed species as part of the environmental assessment. This will include surveys based on required protocols for specific species



where necessary. Following completed surveys for listed species, permitting will be completed, dependent on the species and number of individuals present.

The RCWM has wetlands within the pipeline corridor, specifically canal crossings and crossing of the Myakka River. Jurisdictional wetlands will be flagged based on 62-340, Florida Administrative Code (FAC) and the ACOE 1987 Wetland Delineation Manual and Regional Supplement. Flagged wetlands will be evaluated for community type, condition, and Uniform Mitigation Assessment Method (UMAM) score. Flagged wetlands will be surveyed and reviewed with regulators for concurrence on the delineation.

No identified cultural or historical resources exist within the proposed pipeline corridor. However, there may be important historical resources in the vicinity of this project. State databases will be consulted for the pipeline corridor to identify the presence of any cultural or historical resources that require protection.

The Florida Department of Environmental Regulation (FDEP) Contamination Locator Map will be utilized to identify potential contamination or cleanup sites that may affect the RCWM.

Task 205 – Funding Assistance

The CONSULTANT shall assist WVID/CONP in obtaining possible funding for this project and the improvements to the Pan American Transfer Pumping Station as follows:

Funding Administration

The CONSULTANT will perform overall funding management tasks including up to 6 progress meetings and quarterly progress reports.

State Revolving Fund Request for Inclusion and Application Assistance

The CONSULTANT will work with the WVID to prepare the Department of Environmental Protection's (DEP) State Revolving Fund (SRF) loan Request for Inclusion (RFI) for submission two months before the November SRF Priority List Meeting. The CONSULTANT will prepare the loan RFI on behalf of the WVID/CONP. The CONSULTANT will coordinate with DEP and the WVID/CONP to respond to three requests for clarification from DEP. The CONSULTANT will assist in the preparation of any briefing materials for the WVID/CONP to coordinate with internal and external partners that may assist with the RFI.

If the WVID/CONP should be selected for funding at a DEP Priority List Meeting, the CONSULTANT will work with the WVID/CONP to prepare the DEP SRF loan Application for submission no later than 5:00 p.m. 90 days after the project is listed (30 days before the application due date, which is 120 days after listing). The CONSULTANT will prepare the loan Application on behalf of the WVID/CONP. The CONSULTANT will coordinate with DEP and the WVID/CONP to respond to three requests for clarification from DEP. The CONSULTANT will assist in the preparation of any briefing materials for the WVID/CONP to coordinate with internal and external partners that may assist with the Application.

Funding Research and Applications

The CONSULTANT will identify and research up to three additional funding opportunities for the project at the federal, state, and local levels. The CONSULTANT will work with WVID/CONP to prepare and submit funding applications and associated documentation as applicable.

Davis Bacon Compliance



SCOPE OF SERVICES
West Villages Improvement District
Reclaimed Water Main Scope of Services

The CONSULTANT will work with the WVID/CONP and the WVID/CONP'S contractor(s) to ensure compliance with all Davis Bacon related requirements, such as certified payroll, labor standards interviews, etc. for up to 12 months after contractor bid is awarded.

Davis Bacon Reporting

The CONSULTANT will work with the WVID/CONP and the WVID/CONP'S contractor(s) to complete all necessary paperwork to comply with Davis Bacon reporting requirements, such as the labor standards interview forms, statement of prime contractor forms, etc. The CONSULTANT will coordinate with the WVID/CONP and the WVID/CONP'S contractor(s) to respond to six requests for clarification from the state or regulatory authorities.

The CONSULTANT shall prepare and submit to the WVID/CONP, including electronic format when applicable, the following deliverables:

ACTIVITY	DELIVERABLE
Funding Administration	Quarterly progress reports.
Request for Inclusion and Application Assistance	Preparation of RFI and Application, and submission.
Funding Research and Applications	Funding applications.
Davis Bacon Compliance	Complete all required compliance elements.
Davis Bacon Reporting	Complete all required compliance forms and submit as required.

PHASE 300 – PRELIMINARY DESIGN SERVICES

Task 301 – Hydraulic Modeling

The CONSULTANT shall prepare a WaterGEMS® hydraulic model for both steady-state and extended period simulations, supporting final design development of the RCWM. Simulations will target operational performance and structural requirements for the RCWM infrastructure.

Hydraulic Model Preparation:

- Import and validate updated topographic survey data.
- Incorporate preliminary design inputs, including proposed RCWM alignment, vertical profile, and trenchless construction segments such as horizontal directional drilling (HDD) locations.
- Validate key model parameters (e.g., pipe roughness, flow regimes, etc.).

Steady-State Simulations:

- Conduct simulations to evaluate and confirm:
 - Operating pressures throughout the RCWM.
 - Pressure class requirements for pipeline materials.



SCOPE OF SERVICES
West Villages Improvement District
Reclaimed Water Main Scope of Services

- o Thrust restraint needs at critical fittings and alignment changes.
- o Hydraulic grade line (HGL) profiles under various operational scenarios.

Extended Period Simulations (EPS):

- Perform EPS to assess pump cycling behaviors.

Interdisciplinary Coordination:

- Coordinate modeling outcomes with ongoing design of pumping and receiving facilities designed by others.
- Support iterative review cycles with the Design Team to refine model assumptions and incorporate feedback.

Deliverables:

- Technical memorandum summarizing modeling approach, inputs, and simulation results.
- Annotated hydraulic profiles and plan-view maps illustrating pressure zones, critical nodes, and detention time areas.
- Electronic WaterGEMS® model files and simulation scenarios.

Task 302 – Preliminary Design Report (30% Design)

CONSULTANT shall perform route desk top analysis and field visits as required of the RCWM route. CONSULTANT shall collect the following data that may affect the specific location, design, cost, operational convenience and environmental impact of the proposed RCWM. The following data will be collected for the proposed route:

- Wetland and other environmental information.
- Aerial photography collected as part of the survey of the pipeline route.
- Existing utility information as provided from a request of known utilities in the area.
- Any proposed road improvements identified in FDOT or Local Government CIPs.
- Known or historical features and archeological sites from FDEP database.
- LIDAR data collected as part of the survey for the RCWM route.
- Safety considerations.
- Long-range planning considerations.

CONSULTANT will provide an environmental review that will include a discussion of environmental constraints. The environmental review will discuss jurisdictional wetlands, critical habitats, and state and federally listed fauna and flora that are involved in the RCWM route. The environmental review will include a summary of the permitting requirements as well as a discussion of required listed species surveys, species survey protocols, costs and permitting options, and will also include a preliminary assessment of wetland impacts, permitting and mitigation, if any.

CONSULTANT shall develop a draft Preliminary Design Report (PDR) related to the pipeline route evaluation. The PDR will provide a discussion of construction installation techniques and identification of environmental impacts and constraints along the route. The PDR will include a 30% Engineer's Opinion of Probable Construction Cost (EOPCC). CONSULTANT will also develop 30% design plans. Construction plans shall be provided in electronic format using Civil3D which shall consist of 22" x 34" full size drawings that can be printed at half-scale on 11"x17" that show existing conditions, current aerial



survey and contours, existing utilities within the pipeline corridor and preliminary plan view alignment of the proposed RCWM, including pipeline sizes, crossings and wetlands, and recommended pipe materials. No profiles will be provided in the PDR plans. The 30% design plans will include: Cover/Vicinity Map/Location Map sheet; General Notes; Sheet Index; Key Maps; Survey Control Plan; Abbreviations and Legend; and 39 plan and profile sheets at 1"=20' horizontal scale. A draft PDR and plan set will be submitted to WVID. The CONSULTANT shall submit two (2) hardcopies and one (1) electronic copy in PDF format.

A review meeting with WVID, the CONP and the CONSULTANT shall be held to receive comments on the PDR.

The CONSULTANT shall tabulate review comments received along with responses to those comments. A final PDR incorporating WVID's comments will be prepared and submitted to WVID and the CONP. The CONSULTANT shall submit two (2) hardcopies and one (1) electronic copy in PDF format.

C. Schedule

The CONSULTANT will proceed with the services identified herein immediately upon receipt of an executed Supplemental Agreement from WVID. CONSULTANT shall provide a project schedule to WVID within two (2) weeks of project notice to proceed (NTP). **Attachment A** is a graphic schedule, summarized below:

Design Services

Submission to WVID	Days from NTP	Date
Notice to Proceed (NTP)	0	5/4/2026
Submit 30% for Review	81	7/24/2026

D. Compensation

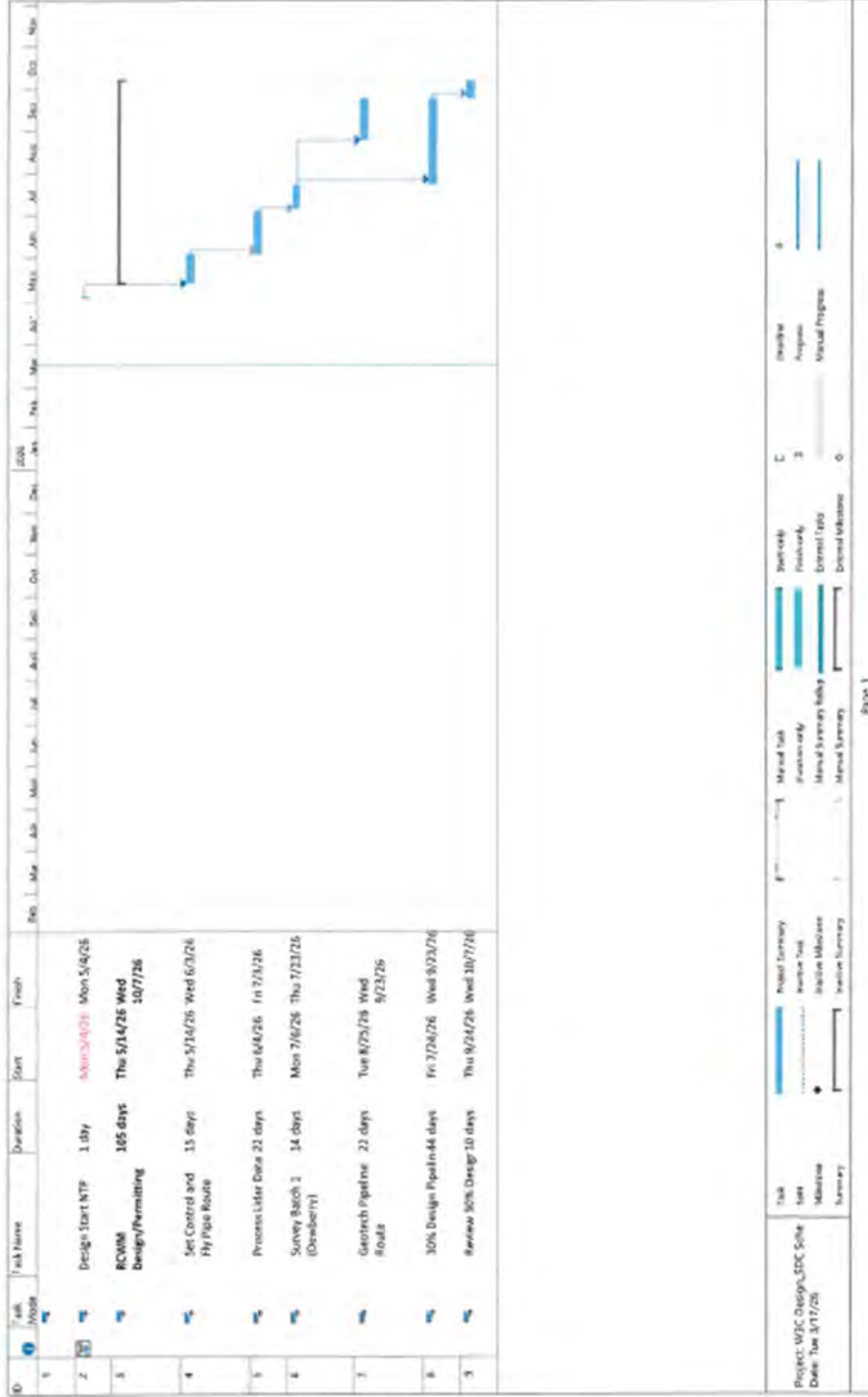
This AGREEMENT establishes a lump sum amount of \$416,000 for preliminary design services. Compensation for the services performed under this Agreement shall include all personnel services, any reimbursable expenses, which may include, but are not necessarily limited to, such items as reproduction, travel, communication expenses, and postage and shipping. **Attachment B** shows the breakdown by task.

E. Services Not Included

The following services are not included in this scope:

- SUE work in excess of that budgeted in the proposal.
- Cost of Maintenance of Traffic for lane closures on US 41 if required for geotechnical work.
- Any other services not explicitly stated in Part B.

ATTACHMENT A



ATTACHMENT B

10/17/2018 10:40:00 AM
 National Center for Health Statistics
 Report No. 10-17-18

Year	Age Group	Sex	Prevalence		Incidence		Mortality		DALYs	YLDs	YLLs	Total Burden
			Prevalence	Incidence	Prevalence	Incidence	Prevalence	Incidence				
2010	0-14	M	1.2	0.1	0.5	0.1	0.2	0.1	0.1	0.1	0.3	
2010	0-14	F	1.5	0.1	0.6	0.1	0.3	0.1	0.2	0.2	0.4	
2010	15-44	M	2.1	0.2	0.8	0.2	0.4	0.2	0.3	0.4	0.7	
2010	15-44	F	2.5	0.2	1.0	0.2	0.5	0.3	0.4	0.5	0.9	
2010	45-74	M	3.2	0.3	1.2	0.3	0.6	0.4	0.5	0.6	1.1	
2010	45-74	F	3.8	0.3	1.5	0.3	0.8	0.5	0.6	0.7	1.3	
2010	75+	M	4.5	0.4	1.8	0.4	1.0	0.6	0.8	1.0	1.8	
2010	75+	F	5.2	0.4	2.1	0.4	1.2	0.7	1.0	1.2	2.2	
2010	Total		2.9	0.2	1.1	0.2	0.5	0.3	0.4	0.5	0.9	
2010	Total		3.5	0.2	1.4	0.2	0.6	0.4	0.5	0.6	1.1	
2011	0-14	M	1.3	0.1	0.5	0.1	0.2	0.1	0.1	0.1	0.3	
2011	0-14	F	1.6	0.1	0.6	0.1	0.3	0.1	0.2	0.2	0.4	
2011	15-44	M	2.2	0.2	0.9	0.2	0.4	0.2	0.3	0.4	0.7	
2011	15-44	F	2.6	0.2	1.1	0.2	0.5	0.3	0.4	0.5	0.9	
2011	45-74	M	3.3	0.3	1.3	0.3	0.6	0.4	0.5	0.6	1.1	
2011	45-74	F	3.9	0.3	1.6	0.3	0.8	0.5	0.6	0.7	1.3	
2011	75+	M	4.6	0.4	1.9	0.4	1.1	0.6	0.8	1.0	1.9	
2011	75+	F	5.3	0.4	2.2	0.4	1.3	0.7	1.0	1.2	2.3	
2011	Total		3.0	0.2	1.2	0.2	0.6	0.4	0.5	0.6	1.0	
2011	Total		3.6	0.2	1.5	0.2	0.7	0.5	0.6	0.7	1.2	
2012	0-14	M	1.4	0.1	0.6	0.1	0.3	0.1	0.1	0.1	0.3	
2012	0-14	F	1.7	0.1	0.7	0.1	0.4	0.1	0.2	0.2	0.4	
2012	15-44	M	2.3	0.2	1.0	0.2	0.5	0.2	0.3	0.4	0.7	
2012	15-44	F	2.7	0.2	1.2	0.2	0.6	0.3	0.4	0.5	0.9	
2012	45-74	M	3.4	0.3	1.4	0.3	0.7	0.4	0.5	0.6	1.1	
2012	45-74	F	4.0	0.3	1.7	0.3	0.9	0.5	0.6	0.7	1.3	
2012	75+	M	4.7	0.4	2.0	0.4	1.2	0.6	0.8	1.0	2.0	
2012	75+	F	5.4	0.4	2.3	0.4	1.4	0.7	1.0	1.2	2.4	
2012	Total		3.1	0.2	1.3	0.2	0.7	0.4	0.5	0.6	1.1	
2012	Total		3.7	0.2	1.6	0.2	0.8	0.5	0.6	0.7	1.3	
2013	0-14	M	1.5	0.1	0.7	0.1	0.4	0.1	0.1	0.1	0.3	
2013	0-14	F	1.8	0.1	0.8	0.1	0.5	0.1	0.2	0.2	0.4	
2013	15-44	M	2.4	0.2	1.1	0.2	0.6	0.2	0.3	0.4	0.7	
2013	15-44	F	2.8	0.2	1.3	0.2	0.7	0.3	0.4	0.5	0.9	
2013	45-74	M	3.5	0.3	1.5	0.3	0.8	0.4	0.5	0.6	1.1	
2013	45-74	F	4.1	0.3	1.8	0.3	1.0	0.5	0.6	0.7	1.3	
2013	75+	M	4.8	0.4	2.1	0.4	1.3	0.6	0.8	1.0	2.1	
2013	75+	F	5.5	0.4	2.4	0.4	1.5	0.7	1.0	1.2	2.5	
2013	Total		3.2	0.2	1.4	0.2	0.8	0.4	0.5	0.6	1.2	
2013	Total		3.8	0.2	1.7	0.2	0.9	0.5	0.6	0.7	1.4	
2014	0-14	M	1.6	0.1	0.8	0.1	0.5	0.1	0.1	0.1	0.3	
2014	0-14	F	1.9	0.1	0.9	0.1	0.6	0.1	0.2	0.2	0.4	
2014	15-44	M	2.5	0.2	1.2	0.2	0.7	0.2	0.3	0.4	0.7	
2014	15-44	F	2.9	0.2	1.4	0.2	0.8	0.3	0.4	0.5	0.9	
2014	45-74	M	3.6	0.3	1.6	0.3	0.9	0.4	0.5	0.6	1.1	
2014	45-74	F	4.2	0.3	1.9	0.3	1.1	0.5	0.6	0.7	1.3	
2014	75+	M	4.9	0.4	2.2	0.4	1.4	0.6	0.8	1.0	2.2	
2014	75+	F	5.6	0.4	2.5	0.4	1.6	0.7	1.0	1.2	2.6	
2014	Total		3.3	0.2	1.5	0.2	0.9	0.4	0.5	0.6	1.3	
2014	Total		3.9	0.2	1.8	0.2	1.0	0.5	0.6	0.7	1.5	
2015	0-14	M	1.7	0.1	0.9	0.1	0.6	0.1	0.1	0.1	0.3	
2015	0-14	F	2.0	0.1	1.0	0.1	0.7	0.1	0.2	0.2	0.4	
2015	15-44	M	2.6	0.2	1.3	0.2	0.8	0.2	0.3	0.4	0.7	
2015	15-44	F	3.0	0.2	1.5	0.2	0.9	0.3	0.4	0.5	0.9	
2015	45-74	M	3.7	0.3	1.7	0.3	1.0	0.4	0.5	0.6	1.1	
2015	45-74	F	4.3	0.3	2.0	0.3	1.2	0.5	0.6	0.7	1.3	
2015	75+	M	5.0	0.4	2.3	0.4	1.5	0.6	0.8	1.0	2.3	
2015	75+	F	5.7	0.4	2.6	0.4	1.7	0.7	1.0	1.2	2.7	
2015	Total		3.4	0.2	1.6	0.2	1.0	0.4	0.5	0.6	1.4	
2015	Total		4.0	0.2	1.9	0.2	1.1	0.5	0.6	0.7	1.6	

WORK AUTHORIZATION

May 14, 2026

West Villages Improvement District

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

Dear Chairman, Governing Board:

Dewberry Engineers, Inc. (“Dewberry”) is pleased to submit this work authorization to provide engineering services for the West Villages Improvement District. We will provide these services pursuant to our current agreement dated June 11, 2020 (“Engineering Agreement”) as follows:

I. Scope of Work

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

II. Fees

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

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

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

<p>APPROVED AND ACCEPTED</p> <p>By: _____</p> <p>Authorized Representative of West Villages Improvement District</p> <p>Date: May ____, 2026</p>	<p>Sincerely,</p> <p>_____</p> <p>By: _____</p> <p>Dewberry Engineers, Inc.</p>
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Exhibit A



Dewberry Engineers Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974
863.345.0938
www.dewberry.com

SCOPE OF SERVICES
West Villages Improvement District
Pan American WWTF Transfer Pump Station Improvements
Preliminary Design
March 17, 2026

A. Project Background and Description

The West Villages Improvement District (WVID) engaged Dewberry Engineers Inc. (CONSULTANT) to assist the WVID in the design, permitting and construction administration services of improvements to the Transfer Pumping Station at the Pan American Wastewater Treatment Facility (Pan American WWTF). The purpose of the Transfer Pumping Station Improvements is to facilitate reclaimed water transfer from the City of North Port (CONP) Pan American Wastewater Treatment Facility (WWTF) to the CONP Southwest Wastewater Reclamation Facility (SWWWRF). The purpose of the new Transfer Pumping Station improvements, along with a companion scope of services for a 16-inch reclaimed water main from the Pan American WWTF to the SWWWRF, is to transmit an average of 2.5 up to 5 million gallons per day (MGD) flow from the Pan American WWTF to the SWWWRF.

The City of North Port (CONP) owns and operates the City of North Port Wastewater Treatment Facility (WWTF), which is located at 5355 North Pan American Blvd in North Port, FL. The Pan American WWTF has a permitted capacity of 7.0 million gallons per day (MGD), based on a 3-month rolling average daily flow (3MRADF) basis. The CONP currently sends treated effluent (reclaimed water) to either a public access reuse system (referred to as R001 in the permit), or to either of two (2) Class I deep injection wells (DIWs) located approximately three (3) miles south of the Pan American WWTF. The DIWs are designated DIW-1 and DIW-2 and have a combined permitted capacity of 18.51 MGD on a maximum monthly average daily flow, or MMADF (5.3 MGD for DIW-1, and 13.2 MGD for DIW-2).

The existing Effluent Pump Station ("Transfer Pump Station"), was constructed in 1987-1988 and is comprised of a clearwell and three (3) constant speed vertical turbine pumps, which were replaced in 2017. Each existing pump is rated for 1,500 gallons per minute (gpm) (2.16 MGD) at 117 ft Total Dynamic Head (TDH), with combined design capacity of 4.32 MGD (2 duty + 1 standby). The capacity of the WWTF is anticipated to increase over time and, consequently, the capacity of the Transfer Pump Station must be increased accordingly, eventually to the permitted combined capacity of the two DIWs (18.51 MGD, collectively).

The CONP engaged its engineering consultant to complete an Alternatives Analysis and Design Development Report detailing options to increase the Transfer Pump Station pumping capacity to meet future capacity requirements, and to evaluate the continued need for the existing surge tank associated with the Transfer Pump Station. The completed Alternatives Analysis was reviewed by the City, who selected the option to replace the existing vertical turbine pumps in the Transfer Pump Station clearwell with four (4) larger vertical turbine pumps. These larger pumps will be used in the future to provide 18.51 MGD effluent disposal capacity to the existing deep injection wells through a future 30-inch diameter effluent main from the Pan American WWTF to the DIWs, and the existing 16-inch diameter effluent main

that currently is used to provide approximately 5 million gallons per day (mgd) effluent disposal capability from the Pan American WWTF to the DIWs.

The CONP is providing a phased approach to expand effluent disposal capability. This phased approach will include providing additional capability to send reclaimed water from the Pan American WWTF to the City's Southwest Wastewater Reclamation Facility (SWWWRF). The SWWWRF is located approximately 23,000 feet east of the Pan American WWTF near US 41 and River Road, across the Myakka River. The first phase of the program will be to provide pumping capacity at the Pan American Transfer Pump Station and a new 16-inch effluent main from the Pan American WWTF to the SWWWRF to transfer an average of 2.5 MGD effluent and peak flow of 5 MGD from the Pan American WWTF to the SWWWRF. This will provide beneficial reuse of 2.5 MGD for irrigation at the SWWWRF, and capability to dispose of up to 5 MGD peak flow of effluent at the SWWWRF through a combination of storage/retreatment and possibility of disposal through the DIW located at the SWWWRF or new DIW constructed under another contract. This will approximately double the capacity of the City's effluent disposal through deep injection wells from its current 5 MGD at the Pan American WWTF DIWs to 10 MGD, by using the Pan American WWTF DIWs and disposal options at the SWWWRF.

A separate engineering preliminary design proposal has been prepared for the 16-inch pipeline from the Pan American WWTF to the SWWWRF. The primary purpose of that project is to provide additional reclaimed water to the service areas tributary to the SWWWRF for irrigation, which will decrease reliance of irrigation wells and provide additional beneficial reuse of the effluent from the Pan American WWTF.

The CONP's engineering consultant prepared a Preliminary Design Report (PDR) that documented the 30% design of the CONP's selected option for the Pan American Transfer Pump Station. The PDR provided the initial technical information necessary for the planning and design to replace the existing vertical turbine pumps with larger vertical turbine pumps, to document the findings of a surge analysis for the pipelines from Pan American WWTF to the Pan American DIWs including pump selection, and to establish a proposed site arrangement addressing yard piping, as well as placement of an electrical/control building and engine generator, which is needed to maintain EPA class I reliability.

The PDR recommended four (4) individual pumps with the design points of 6.17 MGD at 188 ft of TDH. The pumps are driven by motors with variable frequency drives. The pump station would include four (4) pumps to achieve a discharge rate of 18.51 MGD with three (3) pumps operating, and the fourth as a redundant unit. However, this pumping rate is not required for the initial phase, which includes pumping approximately 5 MGD to the Pan American DIWs and a peak of 5 MGD through a new 16-inch reuse main to the SWWWRF. For the initial phase, the improvements to the Pan American DIW PS would include installation of three pumps, with two operating and one standby pump, for a firm capacity of 12.34 MGD.

The proposed improvements in the PDR for the Pan American Transfer Pump Station have the new pumps located on top of the existing clearwell structure, as is the case with the existing pumps. The above grade piping will include pump discharge piping, pump discharge check valves, isolation gate

valves, and air release valves. The PDR stated that the configuration of the pumps complies with the Hydraulic Institute Standards with respect to spacing between pumps and distance between the pump intake and wall. An aluminum walkway was proposed to provide access to the pumps and valves without the need for staff to traverse the piping.

A 30-inch discharge header will extend off of the top slab and to grade, with a new flow meter and isolation valve located between the clearwell and existing surge tank (same general location as the existing flow meter). The piping will proceed underground to cross the existing roadway and connect to the existing 16-inch effluent main to the Pan American DIWs, the proposed 16-inch main from the Pan American WWTF to the SWWWRF, and future 30-inch pipeline to the Pan American DIWs. The piping header will include a flow control valve and flow meter on the new piping to provide reuse water to the SWWWRF.

A new surge tank was proposed to be located adjacent to the existing tank but is not currently authorized by the CONP. If constructed, the new and existing surge tanks would be interconnected and hydraulically linked to current, proposed and future pipelines. A new concrete pad will be installed to support the surge tank.

A new electrical building and generator is required. The proposed electrical building will include all power and controls equipment for Phase 1 work and space for addition of the future fourth pump. The generator will be located next to the control building and will require a ~20-foot x 35-foot concrete pad.

The CONP's consultant has prepared the design through 100% documents.

This proposal includes adaptation of the 100% design prepared by others with the following changes:

- Provide two operating and one standby pump, with the future pump to be installed by the CONP as part of future construction of the 30-inch reuse main to the Pan American DIWs.
- Defer purchase of electrical equipment for the fourth future pump but include motor control center space for future installation of that equipment.
- Provide modification of the pump station 30-inch discharge header to include a connection to the 16-inch reclaimed pipeline from Pan American WWTF to SWWWRF. Provide flow control valve and meter on this piping.
- Connect the existing 16-inch reuse main to the Pan American DIWs to the pump station 30-inch header.

No services are provided for the future 30-inch reuse main, modifications associated with transfer of effluent from the Pan American WWTF to the Pan American DIWs or modifications at the Pan American DIW site.

At its termination point at the Southwest WWTF, the RCWM will discharge to facilities, such as ground storage tank, deep injection well, or pumping station wet well designed by others. CONSULTANT shall coordinate with the designers of these facilities.

B. Scope of Services

Upon authorization to proceed from the WVID, the CONSULTANT will provide the following identified services. This authorization shall be in effect until the CONSULTANT completes all services as described in the CONSULTANT Agreement and any subsequent modifications hereto or the WVID elects to cancel for any reason.

PHASE 100 – PROJECT MANAGEMENT

Task 101 – Project Management

CONSULTANT shall provide project management for the implementation of this project, including project updates and invoicing. Project management and coordination services and attendance at meetings will be provided, and may involve the following, depending on the task:

- Attending internal, WVID and CONP design coordination meetings.
- Attending meetings with affected project participants, such as CONP.
- Overall design coordination.
- Design review meetings.
- Quarterly internal quality assurance/quality control meetings.
- Other program management support tasks as requested by WVID management staff.

CONSULTANT will develop and submit monthly invoices to the WVID's Project Manager in an approved format throughout the project duration. For the purpose of estimating a budget for this task, it is assumed that the preliminary design duration is 2 months. Invoices will be submitted in a format agreed upon with WVID. Design review meeting associated with submittals to WVID are included under separate tasks.

PHASE 200 – DATA COLLECTION AND SUPPORT SERVICES

Task 201 – Data Collection

CONSULTANT shall request and the CONP and WVID shall provide the following information.

The CONP shall provide project information for the 100% Transfer Pump Station design from the CONP's engineering consultant, to include:

- Electronic GAD files for the project, to include general, civil, stormwater/erosion control, structural, electrical and instrumentation drawings.
- Survey files including Subsurface Utility Exploration (SUE) locates of existing pipelines.
- Geotechnical borings and reports as they may exist.
- Any permit applications (draft or final) including meeting notes for pre-application meetings.
- Electronic specification files, to include specific and general conditions, technical specifications, and contract items.
- Any prepared Engineer's Opinion of Probable Construction Cost (EOPCC).
- Construction schedule.

- Electronic steady-state and transient models conducted for the proposed Transfer Pump Station.
- Hydraulic Institute (HI) design computations/checks for the pump/wet compliance with HI standards for the proposed new pumps and existing DIW cleanwell.

The WVID shall provide the following information concerning planned work at or affecting the SWWWRF facility to assist in defining the discharge scenarios for the new 16-inch reclaimed main at the SWWWRF, obtained from the SWWWRF designers and WVID system engineer:

- Current permitted capacity of DIW on the SWWWRF site.
- Historic and current average/peak disposal of water plant brine and SWWWRF effluent down the DIW.
- Five-year forward prediction of SWWWRF effluent flow and brine disposal needs from WTP.
- Five-year plan of plant improvements at SWWWRF, including proposed ground storage, proposed effluent pumping station improvements, proposed new DIW construction.
- Status of proposed piping improvements (if any) from SWWWRF to disposal pond south of SWWWRF.

Task 202 – Survey

Survey services are not proposed. Survey from the Transfer Pump Station plan set will be utilized.

Task 203 – Geotechnical

Geotechnical services are not proposed. Geotechnical information (if any) from the Transfer Pump Station plan set will be utilized.

Task 204 – Environmental Assessment

The PDR for the Transfer Pump Station documented that because the project site is already developed and the new pump station is to be constructed within the same general area of the existing system, there are no additional environmental impacts expected from the project construction other than short-term impacts that will be mitigated by standard construction and stormwater best management practices (BMPs). No additional environmental services are included in this proposal.

PHASE 300 – PRELIMINARY DESIGN SERVICES

Task 301 – Hydraulic Steady-State and Transient Modeling

Hydraulic modeling for the proposed pipeline from the Transfer Pump Station to the SWWWRF is included in the scope of services for the 16-inch reclaimed main. It is anticipated that the current proposed pumps for the Transfer Pump Station will be utilized, and the hydraulic and transient modeling to be performed in the 16-inch reclaimed main proposal will utilize those pumps with the proposed flow control valve and flow meter for verifying required performance. No hydraulic or transient modeling is included in this proposal.

Task 302 – Modification Report for 100% Design Documents

The 100% design documents for the Transfer Pump Station have been provided to CONP. These documents will need to be modified to in the following manner:

- Provide two operating and one standby pump, with the future pump to be installed by the CONP as part of future construction of the 30-inch reuse main to the Pan American DIWs. It is anticipated that the pumps in the 100% design documents will be utilized; however, if required alternative pumps will be evaluated if required operationally.
- Defer electrical equipment for the fourth future pump. This may include deferral of electrical equipment, such as MCC breakers, variable frequency drives and the like for the fourth pump.
- Provide modification of the pump station 30-inch discharge header to include a connection to the 16-inch reclaimed pipeline from Pan American WWTF to SWWWRF. Provide flow control valve and meter on this piping. The 100% design includes a single 30-inch flow meter and physical connections to the existing 16-inch main to the CONP's DIWs, and physical connection to the future 30-inch main to the CONP's DIWs, as well as connection to a future surge tank. The station discharge piping shall be modified to provide metering/flow control of all three connections: 16-inch main to SWWWRF, 16-inch to CONP main to CONP DIWs and future 30-inch main to CONP DIWs. There are options for control of the flow to these three mains: 1) provide a control valve for each main and trim flow from the common discharge piping to the desired flow rate; 2) provide discharge header isolation valves and a looped header so that individual pumps can be dedicated and controlled through their variable frequency drive to provide the desired flow rate; and 3) a combination of options 1 and 2.

The CONSULTANT in consultation with the CONP shall develop conceptual plans and costs for modification of the discharge header piping, including proposed control strategy and required electrical and instrumentation modifications. Upon approval by the CONP and WVWD, the approved concept will be utilized in the subsequent design modifications.

Preliminary Design Services

Submission to WVWD	Days from NTP	Date
Notice to Proceed (NTP)	0	5/4/26
Submit Modification Report for Review	60	7/3/26

C. Compensation

This AGREEMENT establishes a lump sum amount of \$59,741 for preliminary design services. Compensation for the services performed under this Agreement shall include all personnel services, any reimbursable expenses, which may include, but are not necessarily limited to, such items as reproduction, travel, communication expenses, and postage and shipping. Attachment B shows the breakdown by Phase.

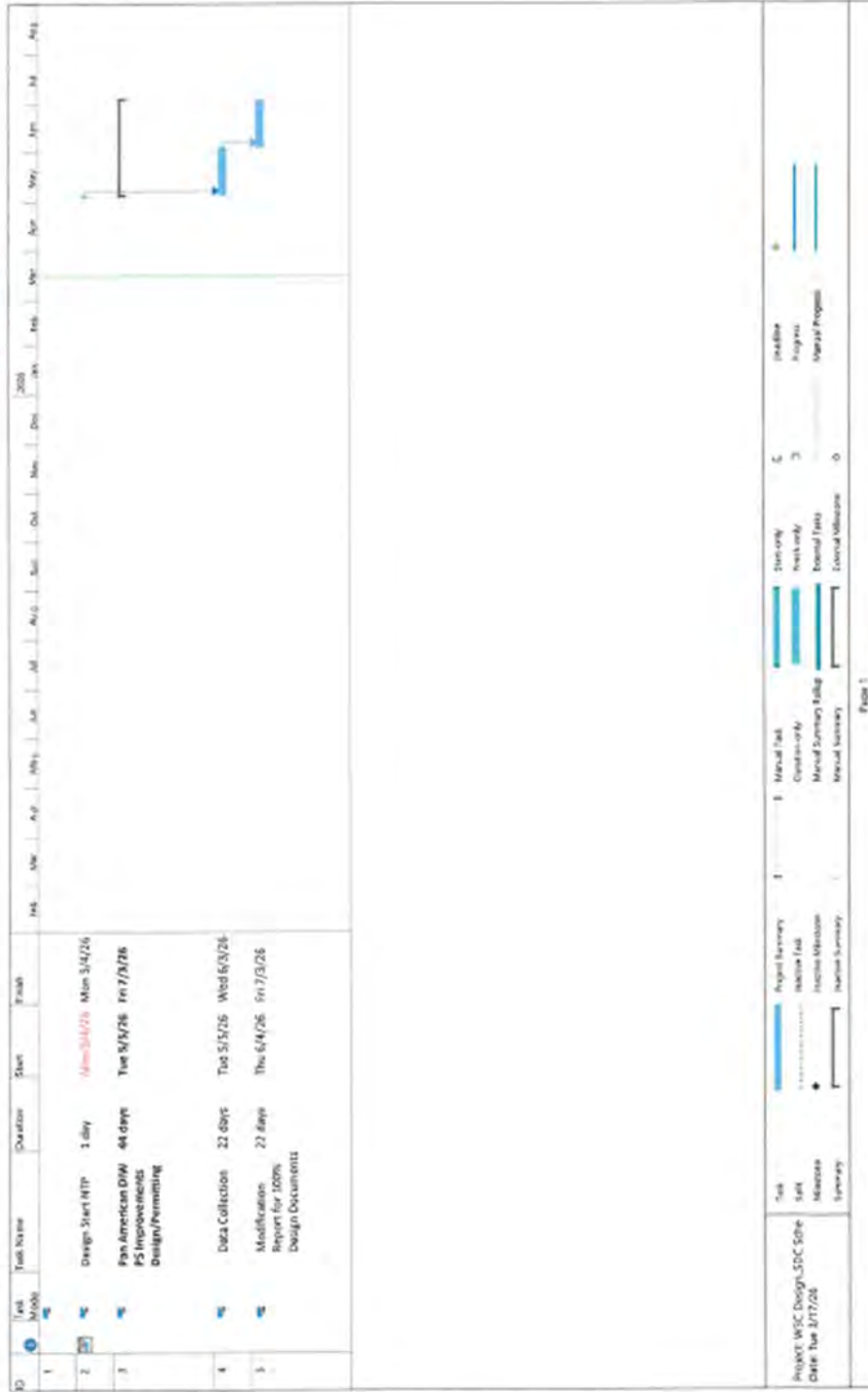


D. Services Not Included

The following services are not included in this scope:

- No services are provided for the future 30-inch reuse main, modifications associated with transfer of effluent from the Pan American WWTF to the Pan American DIWs or modifications at the Pan American DIW site.
- Any other services not explicitly stated in Part B.

ATTACHMENT A



Page 1

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE WEST VILLAGES
IMPROVEMENT DISTRICT AND CROSSCREEK ENVIRONMENTAL, INC. FOR
POND MAINTENANCE SERVICES**

THIS FIRST AMENDMENT (the “First Amendment”) is made and entered into this ____ day of April, 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 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”, and 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 and providing certain public services; and

WHEREAS, District and Contractor entered into that certain *Agreement Between West Villages Improvement District and Crosscreek Environmental, Inc. for Pond Maintenance Services*, dated July 1, 2025 (the “Agreement”); and

WHEREAS, Section 19 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to add to the Scope of Services and increase the total compensation due to the Contractor as set forth in more detail below and in the Contractor’s proposals attached hereto as **Exhibit A**; and

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 District and Contractor agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this First Amendment.

SECTION 2. AMENDMENT OF AGREEMENT. Exhibit A of the Agreement is hereby amended to provide for the additional services set forth in the attached **Exhibit A** (hereinafter the “Additional Services”). As compensation for the Additional Services, the District agrees to pay Fifty-One Thousand Two Hundred Sixty Dollars (\$51,260.00) per year to the Contractor in

accordance with the terms of the Agreement.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment 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 hereto have executed this First Amendment on the day and year first written above.

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Chairperson, Board of Supervisors

**CROSSCREEK ENVIRONMENTAL,
INC.**

By: _____
Its: _____

Exhibit A: Scope of Additional Services

Exhibit A

Scope of Additional Services



Crosscreek Environmental Inc.

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

Estimate

Date	Estimate #
3/16/2026	14967

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 is good for 30 days.

Description
West Villages Improvement District Gran Lake Pond Maintenance March 2026 Addition Lake Maintenance of nuisance and exotic vegetation located within the perimeter of one (1) Lake per the supplied Unit 1 aerial maps. Treatments to occur once a month for a total of twelve (12) visits per year. This cost includes Gran Lake. Maintenance services to include the following: * Algae control * Floating vegetation control * Shoreline vegetation control * Submersed vegetation control * Aquatics consulting * Management reporting * Common trash pickup * Free Retreats * Lifetime Warranty on Erosion Repair and Shoreline Restoration with Maintenance Contract Gran Lake Addition March 2026 - 1 Lake 45 Acres - Total maintenance cost = \$1,575.00/Month (\$18,900.00/Annually)



Crosscreek Environmental Inc.

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

Estimate

Date	Estimate #
3/16/2026	14968

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 is good for 30 days.

Description
<p>West Villages Improvement District Unit 1 Pond Maintenance Addition March 2026</p> <p>Stormwater Pond Maintenance of nuisance and exotic vegetation located within the perimeter of eleven (11) ponds per the supplied Unit 1 aerial maps. Treatments to occur once a month for a total of twelve (12) visits per year. This cost includes the following ponds 1-4, 1-22, 1-23, 1-25, 1-26, 1-40, 1-41, 1-43, 1-44, 1-45, and 1-46.</p> <p>Maintenance services to include the following:</p> <ul style="list-style-type: none"> * Algae control * Floating vegetation control * Shoreline vegetation control * Submersed vegetation control * Aquatics consulting * Management reporting * Common trash pickup * Free Retreats * Lifetime Warranty on Erosion Repair and Shoreline Restoration with Maintenance Contract <p>Unit 1 Addition march 2026 - 11 Ponds 36.6 Acres - Total maintenance cost = \$1,647.00/Month (\$19,764.00/Annually)</p> <p>West Villages Improvement District Unit 1 Quarterly Aerator Maintenance Addition March 2026</p>



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

Estimate

Date	Estimate #
3/16/2026	14968

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 is good for 30 days.

Description
<p>Aeration maintenance includes the following tasks:</p> <ul style="list-style-type: none"> * Clean filter (Filters should be replaced at least twice a year depending on site conditions. Filter cost will be dependant on the type of aeration system and will be determined after the initial maintenance event.) * Adjust air manifold and pressure relief valves to insure optimal performance. * Clean cabinet interior. * Inspect system. * Clean and adjust compressor relief valve. * Clean muffler intake assembly. * Inspect cooling fan. * Remove excessive grass/weed growth from around compressor cabinet to maintain optimal air flow & operating temperature. * Apply ant bait if necessary. * Lubricate cabinet hinges and barrel locks. * Test and reset GFI circuitry. * Inspect airline supply tubing and fittings. * Apply max air pressure and adjust each diffuser for proper airflow and performance. <p>Unit 1 Aeration Maintenance Addition - 11 Ponds - Quarterly maintenance cost = \$935.00/Quarter (\$3,740.00 Annually)</p>



Crosscreek Environmental Inc.

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

Estimate

Date	Estimate #
3/16/2026	14969

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 is good for 30 days.

Description
<p>West Villages Improvement District Unit 7 Pond Maintenance Addition March 2026</p> <p>Stormwater Pond Maintenance of nuisance and exotic vegetation located within the perimeter of eleven (11) ponds per the supplied Unit 7 aerial maps. Treatments to occur once a month for a total of twelve (12) visits per year. This cost includes the following ponds 7-3, 7-4, 7-6, 7-43, 7-44, 7-45, 7-46, 7-47, 7-48 (western half), 7-50 (northern half) and 7-69.</p> <p>Maintenance services to include the following:</p> <ul style="list-style-type: none"> * Algae control * Floating vegetation control * Shoreline vegetation control * Submersed vegetation control * Aquatics consulting * Management reporting * Common trash pickup * Free Retreats * Lifetime Warranty on Erosion Repair and Shoreline Restoration with Maintenance Contract <p>Unit 7 Addition march 2026 - 11 Ponds 11.3 Acres - Total maintenance cost = \$738.00/Month (\$8,856.00/Annually)</p>



Second Supplemental Special Assessment Methodology Report

WEST VILLAGES IMPROVEMENT DISTRICT
Unit of Development No. 12
(Assessment Area Two)

April 22, 2026

SPECIAL DISTRICT SERVICES, INC

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

1.0 **INTRODUCTION**

The West Villages Improvement District (the “District”) is a local unit of special-purpose government with portions located in the City of North Port, Florida (the “City”) within Sarasota County, Florida (the “County”). The District was created in June 2004 by Chapter 2004-456, Laws of Florida, a special act of the Florida Legislature (the “Act”). The Act provides legal authority for the District to finance the acquisition, construction, operation, and maintenance of the public infrastructure improvements authorized by the Act. In order to address its authorized purpose, the District has and continues to create separate Units of Development. This Second Supplemental Special Assessment Methodology Report (the “Second Supplemental Report”) applies exclusively to “Assessment Area Two” within Unit of Development No. 12 (“Unit No. 12”) of the District and the plan of development which currently contemplates a total of 156 residential dwelling units of varying product types. See **Exhibit B** for a legal description of Assessment Area Two.

Unit No. 12 includes approximately 320.24+/- acres and was created by the District to acquire and construct public infrastructure improvements designed to provide special benefit to the lands within Unit No. 12 (the "Unit No. 12 Improvements"). The District intends to finance and construct Unit No. 12 in phases. Assessment Area Two includes 164.48 acres of Unit No. 12 to be developed as the “Westlake” project. The West Villages Improvement District Unit of Development No. 12 Master Engineer’s Report dated January 9, 2025 (the "Engineer's Report") was prepared by Dewberry Engineers Inc., 2201 Cantu Court, Suite 107, Sarasota, Florida (the “District Engineer”), and sets forth the Unit No. 12 Improvements including the pro rata share of certain master public infrastructure improvements allocated to Unit No. 12 as well as neighborhood public infrastructure improvements associated with Unit No. 12 including earthwork; roadways; stormwater improvements; water and sewer facilities; irrigation facilities; landscaping and streetlighting; and consulting and contingencies (collectively, the “Project”). The total estimated costs of the portion of the Project relative to Assessment Area Two (the “Assessment Area Two Project”) are \$48,472,500.

The District presently plans to issue \$7,510,000 of Capital Improvement Revenue Bonds (Unit of Development No. 12), Series 2026 (Assessment Area Two) (the “Series 2026 Bonds”) that will be secured by the benefited lands within Assessment Area Two. **Table 1** below shows the planned uses for Assessment Area Two.

Table 1 – Proposed Land Uses for Assessment Area Two Project

<u>Neighborhood</u>	<u>Product Type (Lot Size)</u>	<u># of Units</u>
Westlake	50’	0
Westlake	65’	56
Westlake	75’	54
Westlake	85’	46
TOTAL		156

This Second Supplemental Report supplements the Master Special Assessment Methodology Report, dated January 9, 2025 (the “Master Report”), and will equitably allocate the costs being incurred by the District to issue the Series 2026 Bonds in order to provide a portion of the Assessment Area Two Project to the assessable lands within Assessment Area Two in the District.

2.0 **PROJECTS TO BE FUNDED BY THE DISTRICT**

The Assessment Area Two Project as designed is an integrated system of facilities that provides specific benefits to all of the assessable lands within Assessment Area Two within Unit No. 12. The total cost of the Assessment Area Two Project is currently estimated to be \$48,472,500. A detail of the estimated Project costs is included herein on **Table A**.

Assessment Area Two consists of approximately 164.48+/- gross acres of land and is anticipated to include approximately 156 residential units of various unit types as outlined on **Table C**.

The Series 2026 Bonds will be repaid through the levy of non-ad valorem special assessments on all assessable property within Assessment Area Two within Unit No. 12. Any portion of the Assessment Area Two Project not financed through the issuance of the Series 2026 Bonds will be paid for by Main Street Ranchlands, LLLP or its successors or assigns (collectively, the “Developer”).

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

3.0 FUNDING OF IMPROVEMENTS

To defray the Series 2026 Bonds, the District will impose non-ad valorem special assessments on benefited real property within Assessment Area Two within Unit No. 12 (the “Series 2026 Assessments”). These assessments are based on the special and peculiar benefits accruing to such property from the improvements comprising the Assessment Area Two Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the direct and special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible.

In summary, special assessments may be levied: (1) for facilities which provide special benefits to property as distinct from general benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by the properties, and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments placed upon various benefited properties in Assessment Area Two must be sufficient to cover the debt service of the Series 2026 Bonds that will be issued for financing all or a portion of the Assessment Area Two Project. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

In developing the methodology used for special assessments in Assessment Area Two, two interrelated factors were used:

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

the benefits provided to such parcel of land, lot and/or unit.

Upon the sale of the proposed Series 2026 Bonds, the District's debt will be allocated on an Equivalent Residential Unit ("ERU") basis on the 156 platted lots within Assessment Area Two, allocated on an ERU basis as shown herein on **Table C** and **Table F**. For the purpose of this Second Supplemental Report a 50' single family residential dwelling unit will be the base unit upon which other product types will be compared to and has been assigned a 1.00 ERU. Any Front Footage ("FF") product type not specifically stated in the Master Report will be assigned an ERU Factor based on the FF of such new product using 50' as the baseline. (Refer to **Table C** attached hereto for proposed ERU Factors.)

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

5.0 COLLECTION OF SPECIAL ASSESSMENTS

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

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

6.0 FINANCING STRUCTURE

The estimated cost of construction for the Assessment Area Two Project is \$48,472,500. The construction program and the costs associated with Unit No. 12 are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Assessment Area Two Project is assumed to be financed by the Series 2026 Bonds which, when issued, will be payable from and secured by special assessments levied annually against assessable properties within Unit No. 12 in Assessment Area Two which totals approximately 164.48+/- acres in accordance with the assessment methodology set forth herein. Based on the current market conditions the total aggregate principal amount of the Series 2026 Bonds (\$7,510,000) for Unit No. 12 is shown herein on **Table B**. The proceeds of the Series 2026 Bonds will provide \$6,941,309 for construction related costs. The sizing of the Series 2026 Bonds includes a debt service reserve fund equal to 50% of the maximum annual net debt service and issuance costs as shown herein on **Table B**.

7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISM

Allocation of costs and debt, shown herein on **Table C** and **Table D**, for the infrastructure improvements financed by the District for the Assessment Area Two Project (estimated at \$48,472,500) is initially based on the estimated number of product types and residential dwelling units (156) projected to be constructed within Assessment Area Two within Unit No. 12 in the District and benefited by the infrastructure improvements comprising the Assessment Area Two Project. Based on a Series 2026 Bond size of \$7,510,000 at an average coupon rate of 5.484% the annual debt service on the Series 2026 Bonds will be approximately \$510,230 which has not been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

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

A. Assume that the total number of ERUs relative to the Assessment Area Two Project is at least 232.00.

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

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

If the sum of the *ERUs* associated with the Total Assessable Units/Lots are equal to 232.00, then no action would be required at that time. However, if the sum of the *ERUs* associated with the Total Assessable Units/Lots is less than 232.00, then the Developer will be obligated to remit to the District an amount of money sufficient to enable the District to retire an amount of proposed Series 2026 Bonds such that the amount of debt service allocated to each *ERU* associated with the Total Assessable Units/Lots does not exceed the amounts set forth in **Table D**. Conversely, if the sum of the *ERUs* associated with the Total Assessable Units/Lots is more than 232.00 after the filing of the final site plan or plat for Assessment Area Two, then the District shall equitably reallocate the assessments resulting in a reduction in the par debt allocations per unit type set forth in **Table D**.

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

In the event that additional land is annexed into Unit No. 12 which is currently not subject to the Series 2026 Assessments and is developed in such a manner as to receive direct and special benefit from the Assessment Area Two Project described herein, it will be necessary for this assessment

[†] Total Assessable Units/Lots for purposes of this analysis shall not include units for which developer contributions in lieu of special assessments have been recognized.

methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the Series 2026 Assessments while all currently assessed parcels will receive a relative reduction in their Series 2026 Assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

As previously described in this Second Supplemental Report, the debt associated with the District's improvement plan will be distributed on an ERU basis on the 156 platted lots within the Westlake portion of Assessment Area Two, as outlined herein on **Table F** and **Exhibit B** attached hereto. As site plans or plats are approved, parcels and/or lot/units within Assessment Area Two within Unit No. 12 will be assessed in the manner described herein.

The lands within Assessment Area Two within Unit No. 12 consist of approximately 164.48+/- acres as described in **Exhibit B** attached hereto. As of the date of this Second Supplemental Report, the lands in Assessment Area Two are platted. The par amount of Series 2026 Bonds to be issued by the District to pay for the Project is \$7,510,000. Assessment Area Two within Unit No. 12 is expected to contain approximately 232.00 ERUs across residential dwelling units of varying product types.

9.0 ADDITIONAL STIPULATIONS

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

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

TABLE A

PROJECT COST ESTIMATES

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12
(Assessment Area 2)**

	Offsite Master Improvements	West Lake	Total
EARTHWORK	\$ -	\$ 8,450,000	\$ 8,450,000
MASTER IRRIGATION	\$ -	\$ 500,000	\$ 500,000
DRAINAGE AND WATER MANAGEMENT	\$ -	\$ 1,000,000	\$ 1,000,000
POTABLE WATER	\$ -	\$ 1,100,000	\$ 1,100,000
WASTEWATER	\$ -	\$ 1,300,000	\$ 1,300,000
PROFESSIONAL SERVICES	\$ 4,470,000	\$ 1,852,500	\$ 6,322,500
COLLECTOR AND ARTERIAL ROADS	\$ 21,700,000	\$ -	\$ 21,700,000
WASTEWATER TREATMENT PLANT	\$ 4,100,000	\$ -	\$ 4,100,000
WATER TREATMENT PLANT	\$ 3,500,000	\$ -	\$ 3,500,000
PARKS/GOVERNMENT	\$ 500,000	\$ -	\$ 500,000
Total	\$ 34,270,000	\$ 14,202,500	\$ 48,472,500

TABLE B

BOND SIZING

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12
(Assessment Area Two)**

	BOND SIZING
Par Amount	\$ 7,510,000
Original Issue Discount	\$ (11,276)
Debt Service Reserve Fund (DSRF)	\$ (255,115)
Issuance Costs	\$ (302,300)
Construction Funds	\$ 6,941,309
Bond Interest Rate (Average Coupon)	5.484%
Principal Amortization Period (Years)	30

TABLE C

ALLOCATION OF PROJECT COSTS

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12
(Assessment Area Two)**

Neighborhood	Product	Number of Units by Type	ERU Factor*	Total ERUs	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
West Lake	Single-Family 50'	0	1.00	0.00	\$ -	\$ -
West Lake	Single-Family 65'	56	1.30	72.80	\$ 15,210,336	\$ 271,613
West Lake	Single-Family 75'	54	1.50	81.00	\$ 16,923,588	\$ 313,400
West Lake	Single-Family 85'	46	1.70	78.20	\$ 16,338,575	\$ 355,186
	Total	156	N/A	232.00	\$ 48,472,500	N/A

*Rounded

TABLE D

ALLOCATION OF BOND DEBT

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12
(Assessment Area Two)**

Neighborhood	Product	Number of Units by Type	ERU Factor*	Total ERUs	Bond Debt Allocation Per Type	Bond Debt Allocation Per Unit*
West Lake	Single-Family 50'	0	1.00	0.00	\$ -	\$ -
West Lake	Single-Family 65'	56	1.30	72.80	\$ 2,356,586	\$ 42,081.90
West Lake	Single-Family 75'	54	1.50	81.00	\$ 2,622,026	\$ 48,556.03
West Lake	Single-Family 85'	46	1.70	78.20	\$ 2,531,388	\$ 55,030.17
	Total	156	N/A	232.00	\$ 7,510,000	N/A

*Rounded

TABLE E

CALCULATION OF ANNUAL DEBT SERVICE

**WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 12
(Assessment Area Two)**

	2026 Series Bond Debt
1 Maximum Annual Debt Service	\$ 510,230.00
2 Maximum Annual Debt Service Assessment to be Collected	\$ 542,797.87 *
3 Total Number of Gross Acres	164.48
4 Maximum Annual Debt Service per Gross Acre	\$3,300.08
5 Total Number of Residential Units Planned	156
6 Maximum Annual Debt Service per Unit Type	See Table F

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

TABLE F

ALLOCATION OF DEBT SERVICE ASSESSMENTS

WEST VILLAGES IMPROVEMENT DISTRICT
 UNIT 12
 (Assessment Area Two)

Neighborhood	Product	Number of Units by Type	ERU Factor*	Total ERUs	**Maximum Annual Debt Assessment Per Unit Type*	**Maximum Annual Debt Assessment Per Unit*
West Lake	Single-Family 50'	0	1.00	0.00	\$ -	\$ -
West Lake	Single-Family 65'	56	1.30	72.80	\$ 170,326.23	\$ 3,041.54
West Lake	Single-Family 75'	54	1.50	81.00	\$ 189,511.33	\$ 3,509.47
West Lake	Single-Family 85'	46	1.70	78.20	\$ 182,960.32	\$ 3,977.40
	TOTAL	156	N/A	232.00	\$ 542,797.87	N/A

*Rounded

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



UNIT 12:

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

**WEST VILLAGES - UNIT 12
VILLAGE D**



EXHIBIT 'A'



EXHIBIT "B"
ASSESSMENT AREA TWO
LEGAL DESCRIPTION

Lots 1 – 156 as shown on the plat of *Westlake at Wellen Park*, as recorded in Plat Book 60, Page 1 - 19, of the Public Records of Sarasota County, Florida.

RESOLUTION 2026-08

A RESOLUTION OF THE WEST VILLAGES IMPROVEMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT’S CAPITAL IMPROVEMENT REVENUE BONDS (UNIT OF DEVELOPMENT NO. 12), SERIES 2026 (ASSESSMENT AREA TWO); CONFIRMING THE DISTRICT’S PROVISION OF INFRASTRUCTURE IMPROVEMENTS AND CONFIRMING A MASTER ENGINEER’S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2026 BONDS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2026 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the West Villages Improvement District (the “District”) has previously indicated its intention to undertake, install, establish, construct or acquire certain public infrastructure improvements within Unit of Development No. 12 within the District (the “Unit No. 12”), including those within “Assessment Area Two” within Unit No. 12, and to finance such improvements through the imposition of special assessments on benefitted property within Unit No. 12 and the issuance of bonds; and

WHEREAS, the District’s Board of Supervisors (the “Board”) has previously adopted, after notice and public hearing, Resolution 2025-10, relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2025-10, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue; and

WHEREAS, on April 22, 2026, the District entered into a Bond Purchase Contract whereby it agreed to sell its \$7,510,000 Capital Improvement Revenue Bonds (Unit of Development No. 12), Series 2026 (Assessment Area Two) (the “Series 2026 Bonds”); and

WHEREAS, pursuant to and consistent with Resolution 2025-10, the District desires to set forth the particular terms of the sale of the Series 2026 Bonds and confirm the lien of the special assessments securing the Series 2026 Bonds (the “Series 2026 Assessments”).

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170 and 197, Florida Statutes, Chapter 2004-456, *Laws of Florida*, as amended, and Resolution 2025-10.

SECTION 2. FINDINGS. The Board of Supervisors of the West Villages Improvement District hereby finds and determines as follows:

(a) On February 13, 2025, the District, after due notice and public hearing, adopted Resolution 2025-10, which, among other things, equalized, approved, confirmed and levied special assessments on property within Unit No. 12 benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds was issued to fund all or any portion of the District's infrastructure improvements within Unit No. 12, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certifying the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, and the number of payments due, the True-Up amounts and the application of receipt of True-Up proceeds.

(b) The final *Unit of Development No. 12 Master Engineer's Report*, dated January 9, 2025, attached to this Resolution as **Exhibit A** (the "Engineer's Report"), identifies and describes the presently expected components of the improvements benefitting Assessment Area Two to be financed with the Series 2026 Bonds (the "Series 2026 Improvements"). The District hereby confirms that the Series 2026 Improvements serve a proper, essential and valid public purpose. The Engineer's Report is hereby confirmed. The District ratifies its use in connection with the sale of the Series 2026 Bonds.

(c) The *Final Second Supplemental Special Assessment Methodology Report – West Villages Improvement District Unit of Development No. 12 (Assessment Area Two)*, dated April 22, 2026, attached to this Resolution as **Exhibit B** (the "Supplemental Assessment Report"), applies the adopted *Master Special Assessment Methodology Report – West Villages Improvement District Unit of Development No. 12*, dated January 9, 2025, (the "Master Assessment Report") to the actual terms of the Series 2026 Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2026 Bonds.

(d) The Series 2026 Improvements will specially benefit all of the developable, assessable acreage within Assessment Area Two within Unit No. 12, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just and right to assess the portion of the costs of the Series 2026 Improvements financed with the Series 2026 Bonds to such specially benefited properties within the District as set forth in Resolution 2025-10 and this Resolution.

SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2026 BONDS. As provided in Resolution 2025-10, this Resolution is intended to set forth the terms of the Series 2026 Bonds and the final amount of the lien of the special assessments securing those bonds. The Series 2026 Bonds, in a par amount of \$7,510,000 shall bear such rates of interest and maturity as shown on **Exhibit C** attached hereto. The final payment on the Series

2026 Bonds shall be due on May 1, 2056. The sources and uses of funds of the Series 2026 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2026 Bonds is set forth on **Exhibit E** attached hereto. The lien of the special assessments securing the Series 2026 Bonds on all assessable, developable land within Assessment Area Two within Unit No. 12 shall be the principal amount due on the Series 2026 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING SERIES 2026 BONDS.

(a) The special assessments for the Series 2026 Bonds shall be allocated in accordance with **Exhibit B** which allocation shall initially be distributed on an equal-acreage basis on the undeveloped lands within Assessment Area Two within Unit No. 12 in accordance with the Supplemental Assessment Report. The Supplemental Assessment Report is consistent with the District's Master Assessment Methodology. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the District's Series 2026 Bonds. The estimated costs of collection of the special assessments for the Series 2026 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the special assessments securing the Series 2026 Bonds includes all developable, assessable land within Assessment Area Two within Unit No. 12 and as such land is ultimately defined and set forth in site plans, plats or other designations of developable acreage. To the extent land is added to Assessment Area Two, the District may, by supplemental resolution, determine such land to be benefited by the Series 2026 Improvements and reallocate the special assessments securing the Series 2026 Bonds and impose special assessments on the newly added and benefited property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated April 1, 2025, and the *Second Supplemental Trust Indenture*, dated May 1, 2026, the District shall begin annual collection of special assessments for the Series 2026 Bonds debt service payments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit E**.

(d) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Sarasota County for collection and other Florida law. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Sarasota County Tax Collector and Sarasota County Property Appraiser, to collect the Series 2026 Assessments using the Uniform Method in Chapter 197, Florida Statutes. The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect any prepayments of debt as and when due.

SECTION 5. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 6. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2025-10, which remains in full force and effect. This Resolution and Resolution 2025-10 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 7. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Unit of Development No. 12 Series 2026 Special Assessments securing the Series 2026 Bonds in the Official Records of Sarasota County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

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APPROVED and **ADOPTED** this 14th day of May, 2026.

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Steve Lewis
Vice-Chairperson, Board of Supervisors

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

Exhibit B: *Final Second Supplemental Special Assessment Methodology Report – West Villages Improvement District Unit of Development No. 12 (Assessment Area Two)*, dated April 22, 2026

Exhibit C: Maturities and Coupon of Series 2026 Bonds

Exhibit D: Sources and Uses of Funds for Series 2026 Bonds

Exhibit E: Annual Debt Service Payment Due on Series 2026 Bonds

Exhibit A

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

Exhibit B

***Final Second Supplemental Special Assessment Methodology Report – West Villages
Improvement District Unit of Development No. 12 (Assessment Area Two),
dated April 22, 2026***

Exhibit C

Maturities and Coupon of Series 2026 Bonds

BOND PRICING

West Villages Improvement District
Capital Improvement Revenue Bonds (Unit of Development No. 12), Series 2026 (Assessment Area Two)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2031	625,000	4.000%	4.000%	100.000
Term 2:	05/01/2036	765,000	4.300%	4.300%	100.000
Term 3:	05/01/2046	2,245,000	5.300%	5.300%	100.000
Term 4:	05/01/2056	3,875,000	5.650%	5.670%	99.709
		7,510,000			

Dated Date	05/19/2026	
Delivery Date	05/19/2026	
First Coupon	11/01/2026	
Par Amount	7,510,000.00	
Original Issue Discount	-11,276.25	
Production	7,498,723.75	99.849850%
Underwriter's Discount	-112,650.00	-1.500000%
Purchase Price	7,386,073.75	98.349850%
Accrued Interest		
Net Proceeds	7,386,073.75	

Exhibit D

Sources and Uses of Funds for Series 2026 Bonds

SOURCES AND USES OF FUNDS

West Villages Improvement District

Capital Improvement Revenue Bonds (Unit of Development No. 12), Series 2026 (Assessment Area Two)

Sources:

Bond Proceeds:	
Par Amount	7,510,000.00
Original Issue Discount	-11,276.25
	<hr/>
	7,498,723.75
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Uses:

Other Fund Deposits:	
Debt Service Reserve Fund (50% MADS)	255,115.00
Delivery Date Expenses:	
Cost of Issuance	189,650.00
Underwriter's Discount	112,650.00
	<hr/>
	302,300.00
Other Uses of Funds:	
Construction Fund	6,941,308.75
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	7,498,723.75
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Exhibit E

Annual Debt Service Payment Due on Series 2026 Bonds

BOND DEBT SERVICE

West Villages Improvement District
Capital Improvement Revenue Bonds (Unit of Development No. 12), Series 2026 (Assessment Area Two)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2026			178,117.88	178,117.88	178,117.88
05/01/2027	115,000	4.000%	197,908.75	312,908.75	
11/01/2027			195,608.75	195,608.75	508,517.50
05/01/2028	120,000	4.000%	195,608.75	315,608.75	
11/01/2028			193,208.75	193,208.75	508,817.50
05/01/2029	125,000	4.000%	193,208.75	318,208.75	
11/01/2029			190,708.75	190,708.75	508,917.50
05/01/2030	130,000	4.000%	190,708.75	320,708.75	
11/01/2030			188,108.75	188,108.75	508,817.50
05/01/2031	135,000	4.000%	188,108.75	323,108.75	
11/01/2031			185,408.75	185,408.75	508,517.50
05/01/2032	140,000	4.300%	185,408.75	325,408.75	
11/01/2032			182,398.75	182,398.75	507,807.50
05/01/2033	145,000	4.300%	182,398.75	327,398.75	
11/01/2033			179,281.25	179,281.25	506,680.00
05/01/2034	155,000	4.300%	179,281.25	334,281.25	
11/01/2034			175,948.75	175,948.75	510,230.00
05/01/2035	160,000	4.300%	175,948.75	335,948.75	
11/01/2035			172,508.75	172,508.75	508,457.50
05/01/2036	165,000	4.300%	172,508.75	337,508.75	
11/01/2036			168,961.25	168,961.25	506,470.00
05/01/2037	175,000	5.300%	168,961.25	343,961.25	
11/01/2037			164,323.75	164,323.75	508,285.00
05/01/2038	185,000	5.300%	164,323.75	349,323.75	
11/01/2038			159,421.25	159,421.25	508,745.00
05/01/2039	195,000	5.300%	159,421.25	354,421.25	
11/01/2039			154,253.75	154,253.75	508,675.00
05/01/2040	205,000	5.300%	154,253.75	359,253.75	
11/01/2040			148,821.25	148,821.25	508,075.00
05/01/2041	215,000	5.300%	148,821.25	363,821.25	
11/01/2041			143,123.75	143,123.75	506,945.00
05/01/2042	230,000	5.300%	143,123.75	373,123.75	
11/01/2042			137,028.75	137,028.75	510,152.50
05/01/2043	240,000	5.300%	137,028.75	377,028.75	
11/01/2043			130,668.75	130,668.75	507,697.50
05/01/2044	255,000	5.300%	130,668.75	385,668.75	
11/01/2044			123,911.25	123,911.25	509,580.00
05/01/2045	265,000	5.300%	123,911.25	388,911.25	
11/01/2045			116,888.75	116,888.75	505,800.00
05/01/2046	280,000	5.300%	116,888.75	396,888.75	
11/01/2046			109,468.75	109,468.75	506,357.50
05/01/2047	295,000	5.650%	109,468.75	404,468.75	
11/01/2047			101,135.00	101,135.00	505,603.75
05/01/2048	315,000	5.650%	101,135.00	416,135.00	
11/01/2048			92,236.25	92,236.25	508,371.25
05/01/2049	335,000	5.650%	92,236.25	427,236.25	
11/01/2049			82,772.50	82,772.50	510,008.75
05/01/2050	350,000	5.650%	82,772.50	432,772.50	
11/01/2050			72,885.00	72,885.00	505,657.50
05/01/2051	370,000	5.650%	72,885.00	442,885.00	
11/01/2051			62,432.50	62,432.50	505,317.50
05/01/2052	395,000	5.650%	62,432.50	457,432.50	
11/01/2052			51,273.75	51,273.75	508,706.25
05/01/2053	415,000	5.650%	51,273.75	466,273.75	
11/01/2053			39,550.00	39,550.00	505,823.75

BOND DEBT SERVICE

West Villages Improvement District
 Capital Improvement Revenue Bonds (Unit of Development No. 12), Series 2026 (Assessment Area Two)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2054	440,000	5.650%	39,550.00	479,550.00	
11/01/2054			27,120.00	27,120.00	506,670.00
05/01/2055	465,000	5.650%	27,120.00	492,120.00	
11/01/2055			13,983.75	13,983.75	506,103.75
05/01/2056	495,000	5.650%	13,983.75	508,983.75	
11/01/2056					508,983.75
	7,510,000		7,902,909.13	15,412,909.13	15,412,909.13