

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

August 10, 2021

PUBLIC HEARINGS AND REGULAR MEETING AGENDA

West Port Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 3, 2021

Board of Supervisors
West Port Community Development District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

NOTE MEETING LOCATION

Dear Board Members:

The Board of Supervisors of the West Port Community Development District will hold Multiple Public Hearings and a Regular Meeting on August 10, 2021 at 12:00 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953. The agenda is as follows:

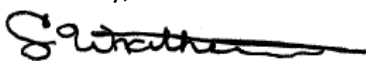
1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2021/2022 Budget
 - A. Affidavit/Proof of Publication
 - B. Consideration of Resolution 2021-15, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2021/2022, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2021-16, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited To Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Ratification of Change Orders
 - A. No. 4: ET McKenzie of Florida, Inc. [The Shores and Cove at West Port]
 - B. No. 5: ET McKenzie of Florida, Inc. [The Shores and Cove at West Port]

- C. No. 4. O'Donnell Landscapes, Inc. [Irrigation Improvements]
- 6. Ratification of Authorization to Publish RFP for Street Lights
- 7. Ratification of Selection of KE Law Group
 - Approval of Fee Agreement
- 8. Consideration of Charlotte County Utilities Service Agreement (for the Isles & the Hammocks)
- 9. Acceptance of Unaudited Financial Statements as of June 30, 2021
- 10. Consideration of June 8, 2021 Regular Meeting Minutes
- 11. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Morris Engineering and Consulting, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: September 14, 2021 at 12:00 P.M.
 - QUORUM CHECK
- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. Adjournment

Jim Harvey	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Jim Manners	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Paul Martin	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Candice Smith	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Christian Cotter	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 413 553 5047

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3A



PUBLISHER'S AFFIDAVIT OF
PUBLICATION STATE OF FLORIDA
COUNTY OF CHARLOTTE:

Before the undersigned authority personally appeared **Melinda Prescott**, who on oath says that she is the Legal Advertising Representative of the Sun Newspapers, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a **Legal Notice** that was published in said newspaper in the issue(s)

07/19/2021, 07/26/2021

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.

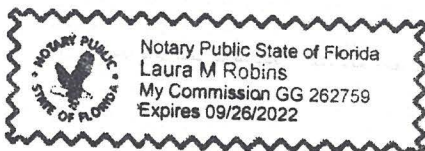
Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Prescott
(Signature of Affiant)

Sworn and subscribed before me this 26th
day of July, 2021.

Laura M Robins
(Signature of Notary Public)

Personally known OR Produced
Identification



WEST PORT COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the West Port Community Development District ("District") will hold two public hearings and a regular meeting on **August 10, 2021, at 12:00 p.m.**, and at the **Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953**. The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"). The second public hearing is being held pursuant to Chapters 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2021/2022; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2021/2022, the District expects to collect no more than **\$99,648** in gross revenue. Lots are allocated a share of the O&M Assessments on an equal, per lot basis. The schedule of O&M Assessments is as follows:

Product Type	O&M Assessment
Lot	\$457.10

*Includes County collection costs and early payment discounts.

Only sold lots are allocated a share of the O&M Assessments. Unsold lots do not yet receive a benefit from the services set forth in the Proposed Budget, and, accordingly, any costs above and beyond the O&M Assessment* will be funded by a separate funding agreement among the land developers; provided, however, that lots sold during the year will be charged an O&M Assessment, as evidenced by an estoppel letter provided by the District's Manager.

Note that the O&M Assessments are in addition to any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2021/2022. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

Pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments are in addition to any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2021/2022.

For Fiscal Year 2021/2022, the District intends to have the County tax collector collect the assessments imposed on certain developed property. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

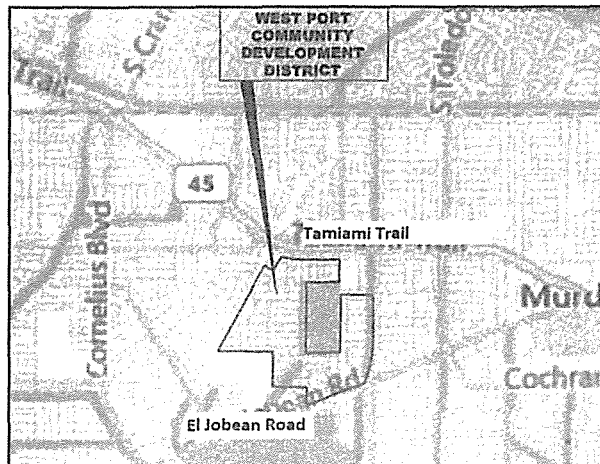
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, phone: 561-571-0010 ("**District Manager's Office**"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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.

District Manager



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2021-15

THE ANNUAL APPROPRIATION RESOLUTION OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2021, submitted to the Board of Supervisors (“**Board**”) of the West Port Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the West Port Community Development District for the Fiscal Year Ending September 30, 2022.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the amounts identified below to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	See General Fund in Exhibit A
DEBT SERVICE FUND – Series 2020 (AA1)	See Annual Debt Service Amount in Exhibit A
DEBT SERVICE FUND – Series 2020 (AA2)	See Annual Debt Service Amount in Exhibit A
DEBT SERVICE FUND – Series 2021	See Annual Debt Service Amount in Exhibit A

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any

amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

ATTEST:

**WEST PORT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

EXHIBIT A: Adopted Budget

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
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**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Amended Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 96,870
Allowable discounts (4%)	-				(3,875)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	92,995
Assessment levy: off-roll	8,026	-	8,026	8,026	-
Landowner contribution - KL West Port	269,932	20,992	203,976	224,968	289,114
Landowner contribution - Forestar	100,136	-	75,668	75,668	219,978
Landowner contribution - KL JAK WP	65,306	3,265	49,349	52,614	119,416
Lot closing	-	8,506	-	8,506	-
Total revenues	<u>443,400</u>	<u>32,763</u>	<u>337,019</u>	<u>369,782</u>	<u>721,503</u>
EXPENDITURES					
Professional & administrative					
Supervisors	-	646	2,000	2,646	4,000
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	13,821	11,179	25,000	25,000
Engineering	3,500	-	1,750	1,750	3,500
Audit	4,200	-	4,200	4,200	6,500
Arbitrage rebate calculation	750	-	750	750	2,250
Dissemination agent	1,000	500	1,583	2,083	3,000
DSF accounting			-		
Series 2020 - AA1	-	-	-	-	5,500
Series 2020 - AA2	-	-	-	-	5,500
Series 2021 - AA1	-	-	-	-	5,500
Trustee	3,500	3,500	-	3,500	10,500
Telephone	200	100	100	200	200
Postage	500	16	250	266	500
Printing & binding	500	250	250	500	500
Legal advertising	1,200	423	777	1,200	1,200
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	402	1,000	1,402	1,200
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	200	210	-	210	210
Tax collector	-	-	-	-	1,937
Total professional & administrative	<u>95,430</u>	<u>49,748</u>	<u>47,839</u>	<u>97,587</u>	<u>131,377</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected	Proposed Budget FY 2022
	Amended Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021		
Field operations (shared)					
Management	10,000	-	7,200	7,200	10,000
Accounting	3,750	-	1,875	1,875	3,750
Stormwater management					
Lake maintenance	20,300	2,460	8,610	11,070	20,300
Preserve maintenance	3,000	-	1,500	1,500	3,000
Streetlighting	116,880	-	41,750	41,750	116,880
Irrigation supply					
Maintenance Contract	3,000	-	1,500	1,500	3,000
Electricity	12,000	-	6,000	6,000	12,000
Repairs and maintenance	2,500	-	1,250	1,250	2,500
Effluent	50,000	-	35,000	35,000	50,000
Monuments and street signage					
Repairs and maintenance	4,000	-	2,000	2,000	4,000
Electricity	2,500	-	1,250	1,250	2,500
Holiday decorating	5,000	-	5,000	5,000	5,000
Landscape maint.					
Maintenance contract	102,540	-	148,080	148,080	236,696
Future landscape maintenance	-	-	-	-	24,000
Mulch	-	-	-	-	60,000
Plant replacement	5,000	-	2,500	2,500	29,000
Irrigation repairs	2,500	-	1,250	1,250	2,500
Roadway maintenance	5,000	-	2,500	2,500	5,000
Total field operations	<u>347,970</u>	<u>2,460</u>	<u>267,265</u>	<u>269,725</u>	<u>590,126</u>
Total expenditures	<u>443,400</u>	<u>52,208</u>	<u>315,104</u>	<u>367,312</u>	<u>721,503</u>
Net increase/(decrease) of fund balance	-	(19,445)	21,915	2,470	-
Fund balance - beginning (unaudited)	-	(2,470)	(21,915)	(2,470)	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (21,915)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Deficit funding agreements approved for General fund (Admin and Shared O & M for Master Infrastructure) for KL West Port (Kolter) 46%, Forestar 35%, KL JAK WP (Kolter) 19%. Platted sold lots will pay the full assessment for General Fund Admin and O & M. Then left over to fund actual incurred expenses will then be funding requests to the three entities above per the percentage splits.

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures

Professional & administrative

Supervisors	\$ 4,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	3,500
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	6,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	2,250
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	3,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
DSF accounting	
Series 2020 - AA1	5,500
Series 2020 - AA2	5,500
Series 2021 - AA1	5,500
Trustee	10,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,200
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,200
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	705
ADA compliance	210

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures (continued)

Field operations (shared)

Management	10,000
Intended to cover the cost of hiring a qualified management company to manage the day to day operations of the shared CDD operations.	
Accounting	3,750
Stormwater management	
Lake maintenance	20,300
Covers the cost of hiring a licensed contractor to treat 58 acres of wet ponds on a monthly basis for unwanted submersed vegetation, weeds and algae.	
Preserve maintenance	3,000
Covers the costs of hiring a licensed contractor to treat exotic and invasive plant materials within the onsite preserve.	
Streetlighting	116,880
Covers the costs of a streetlight lease agreement for 198 streetlights with FPL that covers the fixture, pole, power and maintenance.	
Irrigation supply	
Maintenance Contract	3,000
Covers the cost of hiring a licensed contractor to provide monthly preventative maintenance on two 15 hp well/pumping systems.	
Electricity	12,000
Costs of electricity for the two 15 hp well/pumping systems anticipated to run 10 hours a day 6 days a week.	
Repairs and maintenance	2,500
Intended to cover the cost of periodic repairs to the well/pumping systems.	
Effluent	50,000
Covers the costs of supplemental effluent water supply.	
Monuments and street signage	
Repairs and maintenance	4,000
Covers the costs of periodic repairs to the monuments and street signage as well as once a year pressure washing of the monuments.	
Electricity	2,500
Cover the costs of electricity for the monument low voltage lighting.	
Holiday decorating	5,000
Covers the costs of hiring a qualified contractor to provide a basic holiday lighting and decoration package to the entry monuments.	
Landscape maint.	
Maintenance contract	236,696
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, once a year mulch and monthly irrigation wet checks and adjustments.	
Future landscape maintenance	24,000
Mulch	60,000
Plant replacement	29,000
Twice per year annual install and periodic plant replacement.	
Irrigation repairs	2,500
Covers the costs of periodic sprinkler head and valve replacements line repairs.	
Roadway maintenance	5,000
Covers the periodic roadway repairs and sidewalk/paver brick cleaning	
Tax collector	1,937
Total expenditures	<u><u>\$ 721,503</u></u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET AREA 1
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected	Proposed Budget FY 2022
	Amended Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 60,694
Allowable discounts (4%)	-				(2,428)
Assessment levy: on-roll - net		\$ -	\$ -	\$ -	58,266
Assessment levy: off-roll	10,404	-	10,404	10,404	-
Landowner contribution - KL West Port	134,238	-	134,238	134,238	87,590
Total revenues	<u>144,642</u>	<u>-</u>	<u>144,642</u>	<u>144,642</u>	<u>145,856</u>
EXPENDITURES					
Landscape maintenance	116,392	-	116,392	116,392	116,392
Plant replacement	10,000	-	10,000	10,000	10,000
Irrigation repairs	2,500	-	2,500	2,500	2,500
Streetlighting	15,000	-	15,000	15,000	15,000
Accounting	750	-	750	750	750
Total	<u>144,642</u>	<u>-</u>	<u>144,642</u>	<u>144,642</u>	<u>144,642</u>
Other Fees and Charges					
Tax collector	-	-	-	-	1,214
Total other fees and charges	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,214</u>
Total expenditures	<u>144,642</u>	<u>-</u>	<u>144,642</u>	<u>144,642</u>	<u>145,856</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	-	-
Fund balance - beginning (unaudited)	-	-	-	-	-
Fund balances - ending Unassigned	-	-	-	-	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF SPECIAL REVENUE FUND AREA 1
SINGLE FAMILY PROGRAM**

Expenditures

Landscape maintenance	\$ 116,392
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, once a year mulch and monthly irrigation wet checks and adjustments for the Amenity Center and Common Areas	
Plant replacement	10,000
Cover the costs of periodic plant replacements.	
Irrigation repairs	2,500
Covers the costs of periodic sprinkler head, valve replacements and line repairs.	
Streetlighting	15,000
Accounting	750
Tax collector	1,214
Total expenditures	<u>\$ 145,856</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020 (ASSESSMENT AREA ONE - 2020)
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Revenue & Expenditures	Proposed Budget FY 2022
	Amended Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Special assessment - on-roll	\$ -				\$ 216,964
Allowable discounts (4%)	-				(8,679)
Assessment levy: net	-	\$ -	\$ -	\$ -	208,285
Special assessment: off-roll	126,296	-	126,296	126,296	179,952
Lot closing	-	7,104	-	7,104	-
Interest	-	29	-	29	-
Total revenues	<u>126,296</u>	<u>7,133</u>	<u>126,296</u>	<u>133,429</u>	<u>388,237</u>
EXPENDITURES					
Debt service					
Principal	-	-	-	-	130,000
Interest	272,940	146,644	126,296	272,940	252,593
Total debt service	<u>272,940</u>	<u>146,644</u>	<u>126,296</u>	<u>272,940</u>	<u>382,593</u>
Other fees & charges					
Tax collector	-	-	-	-	4,339
Total other fees & charges	-	-	-	-	4,339
Total expenditures	<u>272,940</u>	<u>146,644</u>	<u>126,296</u>	<u>272,940</u>	<u>386,932</u>
Excess/(deficiency) of revenues over/(under) expenditures	(146,644)	(139,511)	-	(139,511)	1,305
Beginning fund balance (unaudited)	464,890	462,654	323,143	462,654	323,143
Ending fund balance (projected)	<u>\$ 318,246</u>	<u>\$ 323,143</u>	<u>\$ 323,143</u>	<u>\$ 323,143</u>	<u>324,448</u>
Use of fund balance:					
Debt service reserve account balance (required)					(191,950)
Interest expense - November 1, 2022					(124,574)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 7,924</u>

Note: Assessment Area One - 2020 Bonds have their interest capitalized until 05/01/2021.

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 (ASSESSMENT AREA ONE - 2020) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2020			146,643.98	146,643.98	6,735,000.00
5/1/2021			126,296.25	126,296.25	6,735,000.00
11/1/2021			126,296.25	126,296.25	6,735,000.00
5/1/2022	130,000.00	2.650%	126,296.25	256,296.25	6,605,000.00
11/1/2022			124,573.75	124,573.75	6,605,000.00
5/1/2023	135,000.00	2.650%	124,573.75	259,573.75	6,470,000.00
11/1/2023			122,785.00	122,785.00	6,470,000.00
5/1/2024	140,000.00	2.650%	122,785.00	262,785.00	6,330,000.00
11/1/2024			120,930.00	120,930.00	6,330,000.00
5/1/2025	140,000.00	2.650%	120,930.00	260,930.00	6,190,000.00
11/1/2025			119,075.00	119,075.00	6,190,000.00
5/1/2026	145,000.00	3.000%	119,075.00	264,075.00	6,045,000.00
11/1/2026			116,900.00	116,900.00	6,045,000.00
5/1/2027	150,000.00	3.000%	116,900.00	266,900.00	5,895,000.00
11/1/2027			114,650.00	114,650.00	5,895,000.00
5/1/2028	155,000.00	3.000%	114,650.00	269,650.00	5,740,000.00
11/1/2028			112,325.00	112,325.00	5,740,000.00
5/1/2029	160,000.00	3.000%	112,325.00	272,325.00	5,580,000.00
11/1/2029			109,925.00	109,925.00	5,580,000.00
5/1/2030	165,000.00	3.000%	109,925.00	274,925.00	5,415,000.00
11/1/2030			107,450.00	107,450.00	5,415,000.00
5/1/2031	170,000.00	3.000%	107,450.00	277,450.00	5,245,000.00
11/1/2031			104,900.00	104,900.00	5,245,000.00
5/1/2032	175,000.00	4.000%	104,900.00	279,900.00	5,070,000.00
11/1/2032			101,400.00	101,400.00	5,070,000.00
5/1/2033	180,000.00	4.000%	101,400.00	281,400.00	4,890,000.00
11/1/2033			97,800.00	97,800.00	4,890,000.00
5/1/2034	190,000.00	4.000%	97,800.00	287,800.00	4,700,000.00
11/1/2034			94,000.00	94,000.00	4,700,000.00
5/1/2035	195,000.00	4.000%	94,000.00	289,000.00	4,505,000.00
11/1/2035			90,100.00	90,100.00	4,505,000.00
5/1/2036	205,000.00	4.000%	90,100.00	295,100.00	4,300,000.00
11/1/2036			86,000.00	86,000.00	4,300,000.00
5/1/2037	215,000.00	4.000%	86,000.00	301,000.00	4,085,000.00
11/1/2037			81,700.00	81,700.00	4,085,000.00
5/1/2038	220,000.00	4.000%	81,700.00	301,700.00	3,865,000.00
11/1/2038			77,300.00	77,300.00	3,865,000.00
5/1/2039	230,000.00	4.000%	77,300.00	307,300.00	3,635,000.00
11/1/2039			72,700.00	72,700.00	3,635,000.00
5/1/2040	240,000.00	4.000%	72,700.00	312,700.00	3,395,000.00
11/1/2040			67,900.00	67,900.00	3,395,000.00
5/1/2041	250,000.00	4.000%	67,900.00	317,900.00	3,145,000.00
11/1/2041			62,900.00	62,900.00	3,145,000.00
5/1/2042	260,000.00	4.000%	62,900.00	322,900.00	2,885,000.00
11/1/2042			57,700.00	57,700.00	2,885,000.00
5/1/2043	270,000.00	4.000%	57,700.00	327,700.00	2,615,000.00
11/1/2043			52,300.00	52,300.00	2,615,000.00
5/1/2044	285,000.00	4.000%	52,300.00	337,300.00	2,330,000.00

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 (ASSESSMENT AREA ONE - 2020) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			46,600.00	46,600.00	2,330,000.00
5/1/2045	295,000.00	4.000%	46,600.00	341,600.00	2,035,000.00
11/1/2045			40,700.00	40,700.00	2,035,000.00
5/1/2046	305,000.00	4.000%	40,700.00	345,700.00	1,730,000.00
11/1/2046			34,600.00	34,600.00	1,730,000.00
5/1/2047	320,000.00	4.000%	34,600.00	354,600.00	1,410,000.00
11/1/2047			28,200.00	28,200.00	1,410,000.00
5/1/2048	330,000.00	4.000%	28,200.00	358,200.00	1,080,000.00
11/1/2048			21,600.00	21,600.00	1,080,000.00
5/1/2049	345,000.00	4.000%	21,600.00	366,600.00	735,000.00
11/1/2049			14,700.00	14,700.00	735,000.00
5/1/2050	360,000.00	4.000%	14,700.00	374,700.00	375,000.00
11/1/2050			7,500.00	7,500.00	375,000.00
5/1/2051	375,000.00	4.000%	7,500.00	382,500.00	-
Total	6,735,000.00		5,103,960.23	11,838,960.23	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020 (ASSESSMENT AREA TWO - 2020)
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Revenue & Expenditures	Proposed Budget FY 2022
	Amended Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Special assessment - on-roll	\$ -				\$ 59,965
Allowable discounts (4%)	-				(2,399)
Assessment levy: net	-	-	-	-	57,566
Special assessment: off-roll	-	-	-	-	332,332
Interest	-	16	-	16	-
Total revenues	-	16	-	16	389,898
EXPENDITURES					
Debt service					
Principal	-	-	-	-	135,000
Interest	75,119	-	75,119	75,119	252,738
Total debt service	75,119	-	75,119	75,119	387,738
Other fees & charges					
Costs of issuance	177,250	167,250	10,000	177,250	-
Underwriter's discount	138,000	138,000	-	138,000	-
Tax collector	-	-	-	-	1,199
Total other fees & charges	315,250	305,250	10,000	315,250	1,199
Total expenditures	390,369	305,250	85,119	390,369	388,937
Excess/(deficiency) of revenues over/(under) expenditures	(390,369)	(305,234)	(85,119)	(390,353)	961
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	711,088	657,304	-	657,304	-
Premium	-	53,783	-	53,783	-
Total other financing sources/(uses)	711,088	711,087	-	711,087	-
Fund balance:					
Net increase/(decrease) in fund balance	320,719	405,853	(85,119)	320,734	961
Beginning fund balance (unaudited)	-	-	405,853	-	320,734
Ending fund balance (projected)	<u>\$ 320,719</u>	<u>\$ 405,853</u>	<u>\$ 320,734</u>	<u>\$ 320,734</u>	<u>321,695</u>
Use of fund balance:					
Debt service reserve account balance (required)					(194,350)
Interest expense - November 1, 2022					(124,513)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 2,832</u>

Note: Assessment Area Two - 2020 Bonds have their interest capitalized until 11/01/2021.

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 (ASSESSMENT AREA TWO - 2020) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
5/1/2021			75,119.20	75,119.20	6,900,000.00
11/1/2021			126,368.75	126,368.75	6,900,000.00
5/1/2022	135,000.00	2.750%	126,368.75	261,368.75	6,765,000.00
11/1/2022			124,512.50	124,512.50	6,765,000.00
5/1/2023	140,000.00	2.750%	124,512.50	264,512.50	6,625,000.00
11/1/2023			122,587.50	122,587.50	6,625,000.00
5/1/2024	145,000.00	2.750%	122,587.50	267,587.50	6,480,000.00
11/1/2024			120,593.75	120,593.75	6,480,000.00
5/1/2025	145,000.00	2.750%	120,593.75	265,593.75	6,335,000.00
11/1/2025			118,600.00	118,600.00	6,335,000.00
5/1/2026	150,000.00	2.750%	118,600.00	268,600.00	6,185,000.00
11/1/2026			116,537.50	116,537.50	6,185,000.00
5/1/2027	155,000.00	3.250%	116,537.50	271,537.50	6,030,000.00
11/1/2027			114,018.75	114,018.75	6,030,000.00
5/1/2028	160,000.00	3.250%	114,018.75	274,018.75	5,870,000.00
11/1/2028			111,418.75	111,418.75	5,870,000.00
5/1/2029	165,000.00	3.250%	111,418.75	276,418.75	5,705,000.00
11/1/2029			108,737.50	108,737.50	5,705,000.00
5/1/2030	170,000.00	3.250%	108,737.50	278,737.50	5,535,000.00
11/1/2030			105,975.00	105,975.00	5,535,000.00
5/1/2031	175,000.00	3.250%	105,975.00	280,975.00	5,360,000.00
11/1/2031			103,131.25	103,131.25	5,360,000.00
5/1/2032	185,000.00	3.625%	103,131.25	288,131.25	5,175,000.00
11/1/2032			99,778.13	99,778.13	5,175,000.00
5/1/2033	190,000.00	3.625%	99,778.13	289,778.13	4,985,000.00
11/1/2033			96,334.38	96,334.38	4,985,000.00
5/1/2034	195,000.00	3.625%	96,334.38	291,334.38	4,790,000.00
11/1/2034			92,800.00	92,800.00	4,790,000.00
5/1/2035	205,000.00	3.625%	92,800.00	297,800.00	4,585,000.00
11/1/2035			89,084.38	89,084.38	4,585,000.00
5/1/2036	210,000.00	3.625%	89,084.38	299,084.38	4,375,000.00
11/1/2036			85,278.13	85,278.13	4,375,000.00
5/1/2037	220,000.00	3.625%	85,278.13	305,278.13	4,155,000.00
11/1/2037			81,290.63	81,290.63	4,155,000.00
5/1/2038	230,000.00	3.625%	81,290.63	311,290.63	3,925,000.00
11/1/2038			77,121.88	77,121.88	3,925,000.00
5/1/2039	235,000.00	3.625%	77,121.88	312,121.88	3,690,000.00
11/1/2039			72,862.50	72,862.50	3,690,000.00
5/1/2040	245,000.00	3.625%	72,862.50	317,862.50	3,445,000.00
11/1/2040			68,421.88	68,421.88	3,445,000.00
5/1/2041	255,000.00	3.625%	68,421.88	323,421.88	3,190,000.00
11/1/2041			63,800.00	63,800.00	3,190,000.00
5/1/2042	265,000.00	4.000%	63,800.00	328,800.00	2,925,000.00
11/1/2042			58,500.00	58,500.00	2,925,000.00
5/1/2043	275,000.00	4.000%	58,500.00	333,500.00	2,650,000.00
11/1/2043			53,000.00	53,000.00	2,650,000.00
5/1/2044	285,000.00	4.000%	53,000.00	338,000.00	2,365,000.00

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 (ASSESSMENT AREA TWO - 2020) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			47,300.00	47,300.00	2,365,000.00
5/1/2045	300,000.00	4.000%	47,300.00	347,300.00	2,065,000.00
11/1/2045			41,300.00	41,300.00	2,065,000.00
5/1/2046	310,000.00	4.000%	41,300.00	351,300.00	1,755,000.00
11/1/2046			35,100.00	35,100.00	1,755,000.00
5/1/2047	325,000.00	4.000%	35,100.00	360,100.00	1,430,000.00
11/1/2047			28,600.00	28,600.00	1,430,000.00
5/1/2048	335,000.00	4.000%	28,600.00	363,600.00	1,095,000.00
11/1/2048			21,900.00	21,900.00	1,095,000.00
5/1/2049	350,000.00	4.000%	21,900.00	371,900.00	745,000.00
11/1/2049			14,900.00	14,900.00	745,000.00
5/1/2050	365,000.00	4.000%	14,900.00	379,900.00	380,000.00
11/1/2050			7,600.00	7,600.00	380,000.00
5/1/2051	380,000.00	4.000%	7,600.00	387,600.00	-
Total	6,900,000.00		4,890,025.52	11,790,025.52	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE - 2021)
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Revenue & Expenditures	Proposed Budget FY 2022
	Amended Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Special assessment: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 531,202
Total revenues	-	-	-	-	531,202
EXPENDITURES					
Debt service					
Principal	-	-	-	-	195,000
Interest	-	-	-	-	318,522
Total debt service	-	-	-	-	513,522
Other fees & charges					
Costs of issuance	-	-	188,750	188,750	-
Total other fees & charges	-	-	188,750	188,750	-
Total expenditures	-	-	188,750	188,750	513,522
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(188,750)	(188,750)	17,680
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	604,737	604,737	-
Total other financing sources/(uses)	-	-	604,737	604,737	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	415,987	415,987	17,680
Beginning fund balance (unaudited)	-	-	-	-	415,987
Ending fund balance (projected)	\$ -	\$ -	\$ 415,987	\$ 415,987	433,667
Use of fund balance:					
Debt service reserve account balance (required)					(265,600)
Interest expense - November 1, 2022					(165,795)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 2,272</u>

Note: Assessment Area One - 2021 Bonds have their interest capitalized until 11/01/2021.

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 (ASSESSMENT AREA ONE - 2021) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
5/20/2021				-	9,560,000.00
11/1/2021			150,387.42	150,387.42	9,560,000.00
5/1/2022	195,000.00	2.400%	168,135.00	363,135.00	9,365,000.00
11/1/2022			165,795.00	165,795.00	9,365,000.00
5/1/2023	200,000.00	2.400%	165,795.00	365,795.00	9,165,000.00
11/1/2023			163,395.00	163,395.00	9,165,000.00
5/1/2024	205,000.00	2.400%	163,395.00	368,395.00	8,960,000.00
11/1/2024			160,935.00	160,935.00	8,960,000.00
5/1/2025	210,000.00	2.400%	160,935.00	370,935.00	8,750,000.00
11/1/2025			158,415.00	158,415.00	8,750,000.00
5/1/2026	215,000.00	2.400%	158,415.00	373,415.00	8,535,000.00
11/1/2026			155,835.00	155,835.00	8,535,000.00
5/1/2027	220,000.00	3.000%	155,835.00	375,835.00	8,315,000.00
11/1/2027			152,535.00	152,535.00	8,315,000.00
5/1/2028	225,000.00	3.000%	152,535.00	377,535.00	8,090,000.00
11/1/2028			149,160.00	149,160.00	8,090,000.00
5/1/2029	235,000.00	3.000%	149,160.00	384,160.00	7,855,000.00
11/1/2029			145,635.00	145,635.00	7,855,000.00
5/1/2030	240,000.00	3.000%	145,635.00	385,635.00	7,615,000.00
11/1/2030			142,035.00	142,035.00	7,615,000.00
5/1/2031	250,000.00	3.000%	142,035.00	392,035.00	7,365,000.00
11/1/2031			138,285.00	138,285.00	7,365,000.00
5/1/2032	255,000.00	3.400%	138,285.00	393,285.00	7,110,000.00
11/1/2032			133,950.00	133,950.00	7,110,000.00
5/1/2033	265,000.00	3.400%	133,950.00	398,950.00	6,845,000.00
11/1/2033			129,445.00	129,445.00	6,845,000.00
5/1/2034	275,000.00	3.400%	129,445.00	404,445.00	6,570,000.00
11/1/2034			124,770.00	124,770.00	6,570,000.00
5/1/2035	285,000.00	3.400%	124,770.00	409,770.00	6,285,000.00
11/1/2035			119,925.00	119,925.00	6,285,000.00
5/1/2036	295,000.00	3.400%	119,925.00	414,925.00	5,990,000.00
11/1/2036			114,910.00	114,910.00	5,990,000.00
5/1/2037	305,000.00	3.400%	114,910.00	419,910.00	5,685,000.00
11/1/2037			109,725.00	109,725.00	5,685,000.00
5/1/2038	315,000.00	3.400%	109,725.00	424,725.00	5,370,000.00
11/1/2038			104,370.00	104,370.00	5,370,000.00
5/1/2039	325,000.00	3.400%	104,370.00	429,370.00	5,045,000.00
11/1/2039			98,845.00	98,845.00	5,045,000.00
5/1/2040	335,000.00	3.400%	98,845.00	433,845.00	4,710,000.00
11/1/2040			93,150.00	93,150.00	4,710,000.00
5/1/2041	350,000.00	3.400%	93,150.00	443,150.00	4,360,000.00
11/1/2041			87,200.00	87,200.00	4,360,000.00
5/1/2042	360,000.00	4.000%	87,200.00	447,200.00	4,000,000.00
11/1/2042			80,000.00	80,000.00	4,000,000.00
5/1/2043	375,000.00	4.000%	80,000.00	455,000.00	3,625,000.00
11/1/2043			72,500.00	72,500.00	3,625,000.00
5/1/2044	390,000.00	4.000%	72,500.00	462,500.00	3,235,000.00

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 (ASSESSMENT AREA ONE - 2021) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			64,700.00	64,700.00	3,235,000.00
5/1/2045	410,000.00	4.000%	64,700.00	474,700.00	2,825,000.00
11/1/2045			56,500.00	56,500.00	2,825,000.00
5/1/2046	425,000.00	4.000%	56,500.00	481,500.00	2,400,000.00
11/1/2046			48,000.00	48,000.00	2,400,000.00
5/1/2047	440,000.00	4.000%	48,000.00	488,000.00	1,960,000.00
11/1/2047			39,200.00	39,200.00	1,960,000.00
5/1/2048	460,000.00	4.000%	39,200.00	499,200.00	1,500,000.00
11/1/2048			30,000.00	30,000.00	1,500,000.00
5/1/2049	480,000.00	4.000%	30,000.00	510,000.00	1,020,000.00
11/1/2049			20,400.00	20,400.00	1,020,000.00
5/1/2050	500,000.00	4.000%	20,400.00	520,400.00	520,000.00
11/1/2050			10,400.00	10,400.00	520,000.00
5/1/2051	520,000.00	4.000%	10,400.00	530,400.00	-
Total	9,560,000.00		6,458,552.42	16,018,552.42	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

Assessment Area One - 2020, Platted Lots, On-Roll Assessments

Product	Units	FY 2022 O&M Assessment per Unit	FY 2022 SRF	FY 2022 DS Assessment per Unit	FY 2022 Total Assessment per Unit	FY 2021
			Area One - 2020 Assessment per Unit			Total Assessment per Unit
SF 40'/50'	170	\$ 444.36	\$ 357.02	\$ 1,276.26	\$ 2,077.64	\$ 989.17
Total	170					

Assessment Area One - 2020, Unplatted Lots, Landowner Contribution (GF & SRF)/Off-Roll Assessments (DS)

Product	Units	FY 2022 O&M Assessment per Unit	FY 2022 SRF	FY 2022 DS Assessment per Unit	FY 2022 Total Assessment per Unit	FY 2021
			Area One - 2020 Assessment per Unit			Total Assessment per Unit
SF 40'/50'	150	* Dev Funding	* Dev Funding	\$ 1,199.68	\$ 1,199.68	n/a
Total	150					

Assessment Area Two - 2020, Platted Lots, On-Roll Assessments

Product	Units	FY 2022 O&M Assessment per Unit	FY 2022 DS Assessment per Unit	FY 2022 Total Assessment per Unit	FY 2021
					Total Assessment per Unit
SF TW	-	\$ 444.36	\$ 899.48	\$ 1,343.84	n/a
SF 50'	48	444.36	1,249.28	1,693.64	n/a
SF 60'	-	444.36	1,499.13	1,943.49	n/a
Total	48				

Assessment Area Two - 2020, Unplatted Lots, Landowner Contribution (GF)/Off-Roll Assessments (DS)

Product	Units	FY 2022 O&M Assessment per Unit	FY 2022 DS Assessment per Unit	FY 2022 Total Assessment per Unit	FY 2021
					Total Assessment per Unit
SF TW	120	* Dev Funding	\$ 845.51	\$ 845.51	n/a
SF 50'	115	* Dev Funding	1,174.32	1,174.32	n/a
SF 60'	68	* Dev Funding	1,409.18	1,409.18	n/a
Total	303				

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

Assessment Area One - 2021 Unplatted Lots, Landowner Contribution (GF & SRF)/Off-Roll Assessments (DS)

Product	Units	FY 2022 O&M Assessment per Unit	FY 2021 SRF Area One - 2020 Assessment per Unit	FY 2022 DS Assessment per Unit**	FY 2022 Total Assessment per Unit	FY 2021 Total Assessment per Unit
TH	172	* Dev Funding	n/a	\$ 899.33	\$ 899.33	n/a
SF TW	124	* Dev Funding	n/a	1,199.10	1,199.10	n/a
SF 50'	38	* Dev Funding	n/a	1,199.10	1,199.10	n/a
SF 50'	111	* Dev Funding	* Dev Funding	1,199.10	1,199.10	n/a
SF 60'	41	* Dev Funding	n/a	1,199.10	1,199.10	n/a
Total	486					

Future Assessment Area(s), Unplatted Lots, Landowner Contribution
--

Product	Units	FY 2022 O&M Assessment per Unit	FY 2022 DS Assessment per Unit**	FY 2022 Total Assessment per Unit	FY 2021 Total Assessment per Unit
MF	392	* Dev Funding	n/a	\$ -	n/a
TH	46	* Dev Funding	n/a	-	n/a
SF 40'	61	* Dev Funding	n/a	-	n/a
SF 50'	217	* Dev Funding	n/a	-	n/a
Total	716				

* Def Funding - subject to Deficit Funding Agreements approved for the General Fund, with landowner contributions of KL West Port at 46%, Forestar at 35%, and KL JAK WP at 19%, and the Special Revenue Fund Assessment Area One - 2020, with landowner contributions of KL West Port at 100%

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4A



PUBLISHER'S AFFIDAVIT OF
PUBLICATION STATE OF FLORIDA
COUNTY OF CHARLOTTE:

Before the undersigned authority personally appeared **Melinda Prescott**, who on oath says that she is the Legal Advertising Representative of the Sun Newspapers, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a **Legal Notice** that was published in said newspaper in the issue(s)

07/19/2021, 07/26/2021

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.

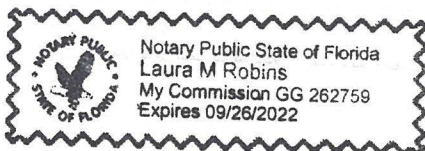
Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Prescott
(Signature of Affiant)

Sworn and subscribed before me this 26th
day of July, 2021.

Laura M Robins
(Signature of Notary Public)

Personally known OR Produced
Identification



WEST PORT COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the West Port Community Development District ("District") will hold two public hearings and a regular meeting on **August 10, 2021, at 12:00 p.m.**, and at the **Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953**. The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"). The second public hearing is being held pursuant to Chapters 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2021/2022; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2021/2022, the District expects to collect no more than **\$99,648** in gross revenue. Lots are allocated a share of the O&M Assessments on an equal, per lot basis. The schedule of O&M Assessments is as follows:

Product Type	O&M Assessment
Lot	\$457.10

*Includes County collection costs and early payment discounts.

Only sold lots are allocated a share of the O&M Assessments. Unsold lots do not yet receive a benefit from the services set forth in the Proposed Budget, and, accordingly, any costs above and beyond the O&M Assessment* will be funded by a separate funding agreement among the land developers; provided, however, that lots sold during the year will be charged an O&M Assessment, as evidenced by an estoppel letter provided by the District's Manager.

Note that the O&M Assessments are in addition to any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2021/2022. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

Pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments are in addition to any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2021/2022.

For Fiscal Year 2021/2022, the District intends to have the County tax collector collect the assessments imposed on certain developed property. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

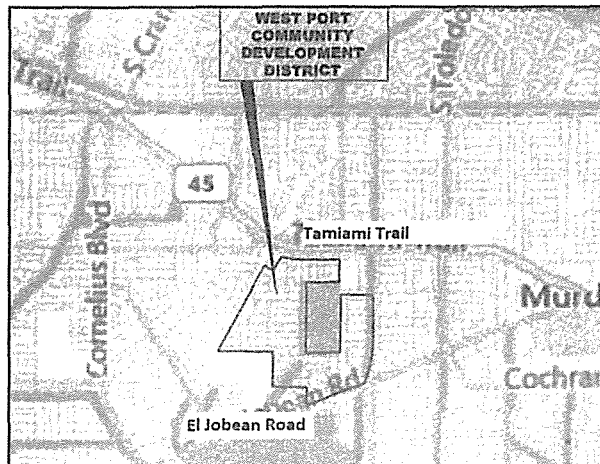
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, phone: 561-571-0010 ("**District Manager's Office**"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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.

District Manager



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4B

West Port Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

VIA FIRST CLASS MAIL

July 21, 2021

FORESTAR USA REAL ESTATE GROUP INC
4042 PARK OAKS BLVD, STE 200
TAMPA, FL 33610
Parcel ID: See EXHIBIT B

RE: West Port Community Development District Fiscal Year 2021/2022 O&M Assessments

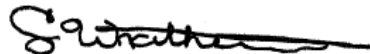
Dear Property Owner:

Pursuant to Chapters 190 and 197, *Florida Statutes*, the West Port Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2021/2022, on **August 10, 2021, at 12:00 p.m., and at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953**. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting the District’s Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, phone: 561-571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. 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’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2021/2022, the District expects to collect no more than **\$96,870** in gross revenue. Lots are allocated a share of the O&M Assessments on an equal, per lot basis. The schedule of O&M Assessments is as follows:

Product Type	O&M Assessment
Lot	\$444.36

*Includes County collection costs and early payment discounts.

Only sold lots are allocated a share of the O&M Assessments. Unsold lots do not yet receive a benefit from the services set forth in the Proposed Budget, and, accordingly, any costs above and beyond the O&M Assessments will be funded by a separate funding agreement among the land developers; provided, however, that lots sold during the year will be charged an O&M Assessment, as evidenced by an estoppel letter provided by the District's Manager.

Note that the O&M Assessments are in addition to any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2021/2022. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

By operation of law, the District's assessments each year constitute a lien against benefitted property located within the District just as do each year's property taxes. For Fiscal Year 2021/2022, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

EXHIBIT B

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WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4C

RESOLUTION 2021-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Port Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in the City of Wildwood, Florida ("**City**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"), attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the City for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related

to certain developed property (“**Tax Roll Property**”) to the City Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the City Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the City, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations confers a special and peculiar benefit to all or a portion of the lands within the District, which benefit exceeds or equals the cost of the assessments, all as described in **Exhibit “A”**. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B;”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

The Board finds and determines that operations and maintenance assessments shall immediately attach to all platted and sold lots (as set forth in **Exhibits “A” and “B”**), which are sold to builders and/or end users, and further that operations and maintenance assessments shall also attach to any lots sold to builders and/or end users during Fiscal Year 2021/2022 at the time of sale, and as evidenced by an estoppel letter prepared by the District’s Manager. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment for Fiscal Year 2021/2022. Instead, any additional costs of the District’s Adopted Budget (above and beyond the operations and maintenance assessment that attaches to sold lots) shall be funded pursuant to a deficit funding agreement to be entered into between the District and the project developer(s).

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as City taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**
- B. **Direct Bill Assessments.** The previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”**

a. Debt service special assessments directly collected by the District are due in full on April 1, 2021; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: (i) April 1, 2022 - debt service special assessments for the District's May 1, 2022 debt service payments; and (ii) October 1, 2022 - debt service special assessments for the District's November 1, 2022 debt service payments, in each case in amounts identified by the District Manager in applicable invoice(s).

C. **Operations and Maintenance Assessments for Lots Sold during Fiscal Year.** As noted above, operations and maintenance assessments shall attach to any lots sold during Fiscal Year 2021/2022 at the time of sale, and as evidenced by an estoppel letter prepared by the District's Manager. Any such assessments shall be collected directly by the District in accordance with Florida law, and at the time of sale.

D. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the City Tax Collector and shall be collected by the City Tax Collector in the same manner and time as City taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the City property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the City property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon adoption by the Board.

PASSED AND ADOPTED this _____ day of _____, 2021.

ATTEST:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

- Exhibit A:** Budget
- Exhibit B:** Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

5A

CHANGE ORDER NO. 4

Date of Issuance: _____ Effective Date: _____

Project: The Shores and Cove at West Port	District: West Port Community Development District	District's Contract No.:
Contract: Contractor Agreement (assigned to the District on January 14, 2021)		Date of Contract: September 10, 2020
Contractor: ET MacKenzie of Florida, Inc.		Architect's/Engineer's Project No.: 994-200-001

The foregoing agreement is modified as follows upon execution of this Change Order.

Description: **Pumping Charge during project delay**

Attachments: **Bid Schedules for Phase 1, 1B, 2 and 3 AND CO#1 Paving**

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$7,570,836.78

Increase/Decrease from prior Change Orders:

(\$1,408,902.20)

Contract Price prior to this Change Order:

\$6,161,934.58

Increase/Decrease of this Change Order:

\$ 91,290.00

Contract Price incorporating this Change Order:

\$6,253,224.58

CHANGE IN CONTRACT TIMES:

Original Contract ~~Working days~~ ~~Calendar days~~

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

~~Increase/Decrease from previously approved Change Orders~~

No. _____ to No. _____;

Substantial completion (days):

Ready for final payment (days):

~~Contract Times prior to this Change Order:~~

Substantial completion (days or date):

Ready for final payment (days or date):

~~Increase/Decrease of this Change Order:~~

Substantial completion (days or date):

Ready for final payment (days or date):

~~Contract Times with all approved Change Orders:~~

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING &
CONSULTING LLC
DISTRICT ENGINEER

By: _____

Title: DISTRICT ENGINEER

Date: 5/17/21

ACCEPTED:
WEST PORT COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Title: CHAIRMAN

Date: 5-19-2021

ACCEPTED:
ET MACKENZIE OF FLORIDA, INC.

By: Scott Huber

Title: General Manager

Date: 5/12/21

EXHIBIT A



Equal Opportunity Employer

E.T. Mackenzie Company of Florida, Inc.

One of The Mackenzie Companies

6212 33rd Street East
Bradenton, FL 34203

Phone: (941) 756.6760 Fax: (941) 756.6698
www.mackenzieco.com



To:	Forestar (USA) Real Estate Group Inc.	Contact:				
Address:	12620 Telecom Drive Tampa, FL 33637	Phone:	813-392-3376			
Project Name:	CO #4 Pumping Charge During Delay	Bid Number:				
Project Location:		Bid Date:				
Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		10 EA. Dewatering Pumps During Delay 1/20/21-2/23/21	34.00	DY	\$2,685.00	\$91,290.00

Total Bid Price: \$91,290.00

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

5B

CHANGE ORDER NO. 5

Date of Issuance: _____ Effective Date: _____

Project: The Shores and Cove at West Port	District: West Port Community Development District	District's Contract No.:
Contract: Contractor Agreement (assigned to the District on January 14, 2021)		Date of Contract: September 10, 2020
Contractor: ET MacKenzie of Florida, Inc.		Architect's/Engineer's Project No.: 994-200-001

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **CCU Markup and plan changes for sewer and drainage**

Attachments: **Bid Schedules for Phase 1, 1B, 2 and 3 AND CO#1 Paving**

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$7,570,836.78

Increase/Decrease from prior Change Orders:

(\$1,317,612.20)

Contract Price prior to this Change Order:

\$6,253,224.58

Increase/Decrease of this Change Order:

\$ 59,967.00

Contract Price incorporating this Change Order:

\$6,313,191.58

CHANGE IN CONTRACT TIMES:

Original Contract ~~Working days~~ ~~Calendar days~~
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

~~Increase/Decrease from previously approved Change Orders~~

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

~~Contract Times prior to this Change Order:~~

Substantial completion (days or date):

Ready for final payment (days or date):

~~Increase/Decrease of this Change Order:~~

Substantial completion (days or date):

Ready for final payment (days or date):

~~Contract Times with all approved Change Orders:~~

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING & CONSULTING LLC
DISTRICT ENGINEER

By: _____

Title: DISTRICT ENGINEER

Date: 5/17/21

ACCEPTED:
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____

Title: CLERK

Date: 5-19-2021

ACCEPTED:
ET MACKENZIE OF FLORIDA, INC.

By: Scott Huber

Title: General Manager

Date: 5/12/21

EXHIBIT A



Equal Opportunity Employer

E.T. Mackenzie Company of Florida, Inc.

One of The Mackenzie Companies

6212 33rd Street East
Bradenton, FL 34203

Phone: (941) 756.6760 Fax: (941) 756.6698

www.mackenzieco.com



To:	Forestar (USA) Real Estate Group Inc.	Contact:	
Address:	12620 Telecom Drive Tampa, FL 33637	Phone:	813-392-3376
Project Name:	CO #5 CCU Markups And Plan Changes Thru Revision #12	Bid Number:	
Project Location:		Bid Date:	

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		Phase 1 Remake MH #12 Base	1.00	EACH	\$2,196.00	\$2,196.00
		Phase 1 Ring And Cover Change	20.00	EACH	\$90.00	\$1,800.00
		Phase 1B Remake MH #49 Base	1.00	EACH	\$2,196.00	\$2,196.00
		Phase 1B Sanitary Ring And Cover Change	28.00	EACH	\$90.00	\$2,520.00
		Phase 2&3 Sanitary Ring And Cover Change	19.00	EACH	\$90.00	\$1,710.00
		Remake/Dispose Structure #275 & 274	2.00	EACH	\$5,750.00	\$11,500.00
		Add New Structure #278	1.00	EACH	\$11,505.00	\$11,505.00
	4000.54	54" RCP	348.00	LF	\$235.00	\$81,780.00
	4000.60	60" RCP	-208.00	LF	\$255.00	(\$53,040.00)
	4400.54	54" RCP FES	1.00	EACH	\$6,550.00	\$6,550.00
	4400.60	60" RCP FES	-1.00	EACH	\$8,750.00	(\$8,750.00)

Total Bid Price: \$59,967.00

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6

PROJECT MANUAL

REQUEST FOR PROPOSALS – STREET LIGHTS

***WEST PORT
COMMUNITY DEVELOPMENT DISTRICT***

August 2021

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – STREET LIGHTS
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 - Notice of Request for Proposals
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- Proposal Form
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 - Sworn Statement on Public Entity Crimes
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- Form of Agreement
 - Specifications
 - Terms and Conditions
 - Manufacturer’s Warranty Form

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – STREET LIGHTS
CHARLOTTE COUNTY, FLORIDA**

The West Port Community Development District (“**District**”) hereby requests proposals (“**RFP**”) from firms to provide street lights (“**Street Lights**”) for streets within the West Port community, including both delivery and installation of the street lights as well as operations and maintenance services in connection therewith. The District is a special purpose unit of local government established under Chapter 190 of the Florida Statutes for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the West Port community. The District is requesting proposals from suppliers who are able to manufacture and deliver, and operate and maintain, the Street Lights, which will be installed in phases. Proposers will be required to hold pricing through the course of the installation.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the project manual (“**Project Manual**”), an interested firm must hold all required local, state and federal licenses in good standing and be authorized to do business in the County and the State of Florida. The Project Manual, consisting of the instructions to proposers, contract, and other materials, will be available for public inspection and may be obtained via e-mail from the District Manager at gillyardd@whhassociates.com. Proposers must request the Project Manual via e-mail and shall provide contact information in the e-mail. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the bid opening, and to provide notice of such changes only to those proposers who have requested a Project Manual and provided contact information.

Each firm desiring to submit a proposal for the project must, no later than **AUGUST 13, 2021 at 12:00 p.m.**, submit: (1) an email copy of the firm’s proposal to gillyardd@whhassociates.com, and (2) the original copy to “West Port Community Development District, c/o Craig Wrathell and Daphne Gillyard, District Manager, 2300 Glades Road #410W, Boca Raton, Florida 33431.” It is anticipated that the proposals will be publicly opened at that time, though the proposals otherwise may be maintained on a confidential basis throughout the procurement process and to the extent permitted by Florida law. Additionally, and as further described in the Project Manual, each proposer shall supply a bid bond or cashier’s check made payable to the District and in the amount of \$25,000 with its proposal. The emailed proposals shall be marked in the headline of the email: “RESPONSE TO WEST PORT COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS – STREET LIGHTS.” The District reserves the right to return unopened to the proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred twenty (120) days after the proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District’s best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$50,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law. Additional requirements for filing a protest can be found in the District’s Rules of Procedure, which are available upon request.

Any and all questions relative to this Request for Proposals or the project shall be directed in writing by e-mail only to Craig Wrathell and Daphne Gillyard, District Manager, at gillyardd@whhassociates.com, and Jere Earlywine, District Counsel, at jere@kelawgroup.com. No phone inquiries please.

Craig Wrathell & Daphne Gillyard
District Manager
West Port Community Development District

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – STREET LIGHTS
INSTRUCTIONS TO PROPOSERS**

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN 72 HOURS OF PICKUP OF THE PROJECT MANUAL, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT AND IN THE AMOUNT OF \$50,000, AND FOLLOWED WITHIN SEVEN (7) CALENDAR DAYS BY A FORMAL WRITTEN PROTEST STATING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH SUCH PROTEST IS BASED. FAILURE TO TIMELY FILE A PROTEST, OR FAILURE TO TIMELY POST A PROTEST BOND, WILL RESULT IN A WAIVER OF PROCEEDINGS UNDER CHAPTER 190, FLORIDA STATUTES, AND OTHER LAW. ADDITIONAL REQUIREMENTS FOR FILING A PROTEST CAN BE FOUND IN THE DISTRICT'S RULES OF PROCEDURE, WHICH ARE AVAILABLE UPON REQUEST.

General Instructions

1. OVERVIEW. The West Port Community Development District (“**District**”) is seeking proposals (“**Proposal(s)**”) from firms (“**Proposer(s)**”) capable of providing street lights (“**Street Lights**”) for streets within the West Port community. The Street Lights shall comply with the specifications attached as **Exhibit A** to the Purchase Order included with this Project Manual. The District is a special purpose unit of local government established under Chapter 190 of the Florida Statutes for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the community, which is located in Charlotte County, Florida.

The Street Lights will be installed in phases and the District anticipates placing multiple orders for the Street Lights from a single supplier over the course of the installation. The Street Lights must be delivered in a timely manner.

2. DUE DATE; SUBMITTAL. Each firm desiring to submit a proposal for the project must, no later than **AUGUST 13, 2021 at 12:00 p.m.**, submit: (1) an email or PDF copy of the firm’s proposal to gillyardd@whhassociates.com, and (2) the original copy in a sealed envelope to “West Port Community Development District, c/o Craig Wrathell & Daphne Gillyard, District Manager, 2300 Glades Road #410W, Boca Raton, Florida 33431.” Proposals will be publicly opened at that time, provided however that, subject to such public opening and announcements, all Proposals may be kept confidential for a period of time to the extent permitted by Florida law. Any email submittal, and the envelope holding the original copy, shall be marked as: “RESPONSE TO WEST PORT COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS – STREET LIGHTS.”

3. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

4. INTERPRETATIONS AND ADDENDA; COMMUNICATION. Any and all questions relative to this Request for Proposals shall be directed in writing by e-mail only to Craig Wrathell, District Manager, at gillyardd@whhassociates.com, and Jere Earlywine, District Counsel, at jere@kelawgroup.com. No phone inquiries please. All questions must be received no later than **AUGUST 11, 2021 at 12:00 p.m.** to be considered. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally.

Except as set forth in this Section, Proposers should not communicate with any District Supervisor, staff member, or other representative during the submission and evaluation process. COMMUNICATION WITH ANY DISTRICT REPRESENTATIVE FOR ANY PURPOSE OTHER THAN THOSE EXPRESSLY DESCRIBED HEREIN MAY CAUSE AN INDIVIDUAL FIRM, OR TEAM, TO BE DISQUALIFIED FROM PARTICIPATING.

Completing the Proposal

5. PROPOSAL FORM. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

6. PROPOSAL REQUIREMENTS. All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. General information about the Proposer, including contact information, information about the Proposer's key officers and staff, etc.
- B. A narrative description of the Proposer's approach to production and delivery of the Street lights. Among other things, the narrative should include:
 - 1. A discussion of the Proposer's corporate history and experience with respect to producing Street Lights.
 - 2. Detailed information about the Proposer's Street Lights, and how they meet the specifications set forth in the Project Manual.
 - i. A description of the manufacturing processes for Proposer's Street Lights.
 - ii. A discussion of why Proposer's Street Lights are a fit for the West Port community.
 - 3. Evidence regarding the quality of the Proposer's Street Lights, including references to other projects where it has been used.
 - i. Proposers should identify projects where Proposer's Street Lights have been used, and describe the performance of the Street Lights in those projects over an extended period of time.
 - 4. A discussion of how Proposer's Street Lights compares to potential industry competitors' products.
 - 5. A description of how Proposer intends to staff the operations and maintenance of the Street Lights after installation.
- C. A completed Proposal Form, including but not limited to, the forms addressing: Pricing, Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, and Affidavit Regarding Proposal.

NOTE: IF A PROPOSER IS A DISTRIBUTOR, THEN THE PROPOSER AND THE MANUFACTURER SHOULD SEPARATELY EXECUTE THE SWORN STATEMENT ON PUBLIC ENTITY CRIMES AND SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES. FURTHER, THE MANUFACTURER SHOULD SIGN THE WARRANTY STATEMENT AT THE END OF THE FORM OF CONTRACT.

- D. Production schedule, detailing how quickly the Street Lights can be produced and delivered.
- E. Proposed insurance and bonding levels, above and beyond the minimum proposed under the Agreement. Include Certificate of Insurance. If the Proposer is unable to meet the stated insurance limits, the Proposer must state accordingly and offer alternative limits. As noted herein, the District reserves the right to deduct points from Proposals that do not provide the stated insurance, or to reject such Proposals.
- F. Manufacturer's warranty, as set forth in the form attached as **Exhibit C** to the Agreement included in the Project Manual. If the Proposer (and/or applicable manufacturer, if the Proposer is a distributor) is/are unable to provide the required warranties, the Proposer must state accordingly and offer alternative warranties. As noted herein, the District reserves the right to

deduct points from Proposals that do not provide the stated warranties, or to reject any Proposals that do not provide the stated warranties.

G. Completed copies of all other forms / documents required under the Project Manual.

7. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a qualified and responsible Proposer.

8. INSURANCE. All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required under the form of contract, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

9. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposals. If the Proposer is a corporation, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

10. PROPOSAL GUARANTY. A certified or cashier's check on any national or state bank, or a proposal bond, in the amount of \$25,000, and payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of the contract. The proposal guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the due date for the Proposals.

11. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

12. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. No proposal may be withdrawn for a period of one hundred and twenty (120) days from the due date for the Proposals.

13. ACKNOWLEDGMENTS. The Proposer has carefully reviewed the Project Manual, including the forms of the contract, the specifications, and all other documentation included within the Project Manual. The documents contained within the Project Manual, including the form of agreement, are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.

Contract Award & Protests

14. EVALUATION OF PROPOSALS. Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal.

The District's Board may elect to appoint itself to evaluate the Proposals, with advice from the Project Engineer and District Staff. The District's Board Supervisors shall review and evaluate the proposals in their discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Alternatively, the District's Board may appoint a committee to evaluate the Proposals, in which case any final ranking and evaluation would still be subject to Board approval.

15. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Street Lights be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple purchase order notices, which notices may include, in the District's sole and absolute discretion, any portion of the Street Lights. Such option, if exercised, shall in no way impact the pricing of the Street Lights, nor constitute a delay. Moreover, any portion of the Street Lights that the District does not direct for delivery in one or more notices may be, in the District's sole discretion, removed from the scope of the contract and Contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

16. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in the form included in the Project Manual. Alternatively, the Proposer may submit an alternative form of contract for the District's consideration, and, in the event of an award, the Proposer shall enter into the contract in the form provided by Proposer, subject to such changes as the District may request.

17. CONTRACT TERMINATION. The District reserves the right to terminate the Contract with or without cause, in accordance with the terms and conditions of the Contract.

18. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

19. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a response to a proposal for a public works project may be exempt from disclosure. See s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular submittal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in the County and the State of Florida. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

21. PROTESTS. Any protest regarding the Project Manual, including but not limited to the evaluation criteria, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Manager's Office, within seventy-two (72) hours after the receipt of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, or any other matter, shall post a protest bond in a form acceptable to the District and in the amount of \$50,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – STREET LIGHTS
EVALUATION CRITERIA**

1. PRELIMINARY REQUIREMENTS

(Pass / Fail)

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in the County and the State of Florida.

2. PROPOSAL GUARANTEE

(Pass / Fail)

The Proposer provided an appropriate proposal guarantee consistent with the terms of the Project Manual.

3. SCHEDULE

(20 Points Possible)

The Proposer is able to meet the schedule of manufacturing and delivering the Street lights in a timely manner.

4. EXPERIENCE / PRODUCT QUALITY

(40 Points Possible)

This category addresses quality of the Street Lights (above and beyond how it meets the technical specifications); past and current performance of the Proposer's street lights in similar projects; experience and ability of key personnel; etc. Aesthetics, and how the product compares in appearance with the existing community's retaining wall, are also a consideration under this category.

5. FINANCIAL CAPACITY

(10 Points Possible)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information. Additionally, Proposer should include any warranty information as set forth in the contract form

6. PRICE

(30 Points Possible)

This category addresses overall pricing for the street lights. This category will be computed mathematically with the lowest cost Proposal receiving 50 points, and all others receiving a proportion of such maximum points.

100 Total Points Possible

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – STREET LIGHTS
PROPOSAL FORM – PRICING**

The District shall pay the amount of \$ _____ per month for the Goods and Services (as defined in the Agreement), and for a period of \$ _____ months, subject to the terms and conditions.

All pricing includes all costs of freight, insurance, etc., with risk of loss transferring upon delivery and acceptance at the job-site. Pricing shall be held current through completion of installation.

PROPOSAL FORM – INSTALLATION SCHEDULE

Proposer can produce (or cause to be produced) and deliver (or cause to be delivered) to the job-site at least _____ (i.e., no fewer than _____) Street Lights within _____ calendar days of written request.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to West Port Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement
_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133, Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dated this _____ day of _____, 2021.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____ 2021, by _____, for _____, who is personally known to me or has provided _____ as identification, and who did or did not take an oath.

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

1. This sworn statement is submitted to West Port Community Development District

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the West Port Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

4. If awarded the contract, the entity will immediately notify the West Port Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The foregoing SWORN STATEMENT PURSUANT TO SECTION 287.135(5) is dated this _____ day of _____, 2021.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____ 2021, by _____, for _____, who is personally known to me or has provided _____ as identification, and who did or did not take an oath.

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – STREET LIGHTS
AFFIDAVIT REGARDING PROPOSAL**

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Proposer**”) and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“**Proposal**”) provided in response to the West Port Community Development District Request for Proposals for Street lights. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

Receipt of Documents

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Pricing & Non-Collusion

4. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

Agreements Regarding Records and Project Manual

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the West Port Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the site and/or related documentation, and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.

Dated this _____ day of _____, 2021.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this _____ day of _____ 2021, by _____, for _____, who is personally known to me or has provided _____ as identification, and who did or did not take an oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT: Attach Proof of Authorization to Sign

**AGREEMENT FOR STREET LIGHT INSTALLATION & SERVICES
("AGREEMENT")**

"District"		"Company"	
District:	West Port Community Development District	Company:	
Address:		Address:	
Phone:		Phone:	
Fax:		Fax:	

"Project"			
Project Name:	Street lights installation and services for West Port Community	Contract Date:	
Project Address:	West Port Community Development District, Charlotte County, Florida		

DESCRIPTION OF GOODS AND SERVICES – The District and Company are entering into this Agreement for the purpose of the District purchasing, on one or multiple occasions, street lights ("**Goods**"), which meet the specifications attached hereto as **Exhibit A**, which are of merchantable quality, and which are fit for use as street lights in a residential community. Additionally, Company shall operate and maintain the Goods after installation on the terms set forth herein ("**Services**").

INSTALLATION SCHEDULE – Street lights shall be produced and delivered within ____ days of written request by District. Pricing shall be held current through completion of the project.

PRICE – The District shall pay the amount of \$_____ per month for the Goods and Services, and for a period of \$_____ months, subject to the terms and conditions.

DISTRICT TAX EXEMPT CERT. # _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date executed below. By executing this document below, Company acknowledges that it has read all of the terms and provisions of this Agreement, including the Specifications, Terms and Conditions and other exhibits attached hereto, and agrees to deliver the Goods and provide the Services as described herein and comply fully with the terms and conditions hereof.

West Port CDD

District
By: _____
Name: _____
Title: _____
Date Executed: _____

Company
By: _____
Name: _____
Title: _____
Date Executed: _____

- EXHIBIT A:** Specifications
- EXHIBIT B:** Terms and Conditions
- EXHIBIT C:** Manufacturer’s Warranty
- EXHIBIT D:** Insurance Certificate

**EXHIBIT A
SPECIFICATIONS**

LIGHTING SERVICES DESCRIPTION. The Company shall furnish and install the following lighting equipment, or its equivalent:

- 34-Watt, 6,000 lumen high performance solar lights, with 40 Ah battery – 18 ft above grade poles

	SPECIFICATION
Number of Lights	210
Fixture Color	Dark Bronze
Light Color	4000 Kelvin light temperature
Motion Sensor	Yes
Light Head	20" Dark Bronze Bell Head
Arm	Goose Neck
Pole Type	Above grade composite direct burial (18' above grade)
Pole Color	Dark Bronze
Pole Base	Decorative pole base
Installation	Yes

INSTALLATION. The Company shall be responsible for installing the equipment in a workmanlike manner, and at the West Port project located in Charlotte County, Florida.

OPERATIONS & MAINTENANCE. The Company shall operate and maintain the street lights after installation. Subject to the terms and conditions, and subject to annual appropriations, the operation and maintenance services shall be provided for periods of one year, which shall annually renew for up to a 20 year period.

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above is intended to be all-inclusive, and includes the cost of all Goods, insurance, warranties, taxes, freight, and all other costs necessary to produce and deliver the Goods, and provide the Services.
2. **INSTALLATION SCHEDULE.** District shall periodically direct Company to produce (or cause to be produced) and deliver (or cause to be delivered) a certain amount of Goods. Time is of the essence with respect to each shipment placed under this Agreement, and all Goods shall be produced and delivered within the times set forth in the Schedule (i.e., within 30 days of a written request by District). District may cancel this Agreement, in its sole discretion, or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Agreement, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Company (e.g., insurance, packing, loading, freight, etc.), to District's project site, as specified above. Title, and risk of loss, shall pass to District at the time such Goods are delivered at the project site and accepted by District or District's contractor, provided however that District shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by District at a reasonable time post-delivery. District may return Goods not meeting specifications (including over-shipments) at the Company's expense and risk. District will notify Company of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to District.
4. **LIQUIDATED DAMAGES.** District and Company recognize that time is of the essence and that District will suffer financial and other losses if the Goods are not timely delivered within the times set forth in the Schedule above, plus any extensions thereof allowed by further written agreement of the parties. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by District if the Goods are not timely delivered. Accordingly, instead of requiring any such proof, District and Company agree that, as liquidated damages for delay (but not as a penalty), Company shall pay District **\$1,000** for each day that expires after the time in which a particular order for Goods is due to be delivered to District. The parties agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the liquidated damages amounts set forth herein are reasonable.
5. **TERMS OF PAYMENT.** Company's Invoice ("**Invoice**") must be submitted before payment will be made by District pursuant to this Agreement. District shall make payment within 45 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq. of the Florida Statutes (2020). Any indebtedness of Company to District may, at District's option, be credited against amounts owing by District hereunder.
6. **WARRANTY.** Company warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Company further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, Company warrants that the Goods shall be new, shall be free from defects, shall be of merchantable quality, shall be fit for use in the project, and shall conform to the specifications set forth in **Exhibit A**. Company agrees, without prejudice to any other rights District may have, to replace or otherwise remedy any defective Goods without further cost to District or, at District's option, to reimburse District for its cost of replacing defective Goods. All Goods are subject to inspection by District before, upon, and within a reasonable time after delivery. Goods shall not be replaced without District's prior written instructions. Any acceptance by District shall not prevent District from later rejecting non-conforming Goods. The warranties provided herein shall survive any delivery, inspection, acceptance or payment, and are in addition to any warranties provided by law, and in addition to the manufacturer's warranties provided as set forth in **Exhibit C**.

7. OPERATION & MAINTENANCE. Company shall provide, at the Company's cost and expense, all required maintenance and repair of the Goods. In the event that the equipment is disabled for any reason or if the District observes any damage to the Goods, District shall promptly notify the Company. The District shall not permit any third party to touch, maintain, or repair the Equipment except those employed by the Company. In the event of the need for an emergency repair, the District shall immediately notify the Company who shall make reasonable efforts to have Goods repaired or replaced. The District shall comply with all directions of the Company concerning emergency repairs. The Company shall perform routine inspections and maintenance on a weekly basis, and shall replace any light within 5 business days of a discovered and/or reported failure.
8. COMPLIANCE WITH LAW. Company agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
9. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF COMPANY UNDER THE AGREEMENT OR OTHERWISE, COMPANY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE DISTRICT AND ITS SUPERVISORS, STAFF, CONSULTANTS, AGENTS, SUBCONTRACTORS AND EMPLOYEES OF EACH AND ANY OF ALL OF THE FOREGOING ENTITIES AND INDIVIDUALS (TOGETHER, "INDEMNITEES") FROM ALL LIABILITIES, DAMAGES, LOSSES AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL WRONGFUL MISCONDUCT OF THE COMPANY, OR ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, AND ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THIS AGREEMENT. THE COMPANY SHALL ENSURE THAT ANY AND ALL SUBCONTRACTORS INCLUDE THIS EXPRESS PROVISION FOR THE BENEFIT OF THE INDEMNITEES. TO THE EXTENT REQUIRED BY FLORIDA LAW TO MAKE THIS PARAGRAPH ENFORCEABLE (AND OTHERWISE THIS SENTENCE DOES NOT APPLY), SUCH INDEMNIFICATION, HOLD HARMLESS AND DEFENSE OBLIGATION PROVIDED FOR HEREIN SHALL NOT EXCEED \$4,000,000.00, THE AMOUNT OF WHICH BEARS A REASONABLE COMMERCIAL RELATIONSHIP TO THE CONTRACT AND WAS PART OF THE PROJECT SPECIFICATIONS OR BID DOCUMENTS. IN THE EVENT THAT THIS PARAGRAPH IS DETERMINED TO BE UNENFORCEABLE, THIS PARAGRAPH SHALL BE REFORMED TO GIVE THE PARAGRAPH THE MAXIMUM EFFECT ALLOWED BY FLORIDA LAW AND FOR THE BENEFIT OF THE INDEMNITEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE COMPLETION OR EARLIER TERMINATION OF THIS AGREEMENT.
10. INSURANCE. At all times during the term of this Agreement, Company, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Workers' Compensation – Statutory Amount
 - b. Commercial General Liability Insurance:
 1. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$2,000,000
 2. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$2,000,000
 3. Products-Completed Operations – \$2,000,000
 4. Personal and Advertising Injury – \$2,000,000
 - c. Automobile Liability
 1. Bodily Injury:

Each Person	<u>\$1,000,000</u>
Each Accident	<u>\$1,000,000</u>
 2. Property Damage:

Each Occurrence	<u>\$1,000,000</u>
-----------------	--------------------
 - d. Manufacturing Errors & Omissions \$1,000,000
 - e. Umbrella Insurance (above the insurance limits listed above)
 1. General Aggregate \$2,000,000
 2. Each Occurrence \$2,000,000

The policies required in subparagraphs (b), (c), and (e) above shall name as additional insureds the following: the District, and its supervisors, staff, consultants, agents, subcontractors and employees.

Upon execution of this Agreement and 15 days prior to the renewal of any of the required insurance, Company shall furnish District with certificates of insurance, and endorsements, evidencing that all insurance required hereunder is in full force and effect, if requested by District. All required insurance shall provide 30 days advance written notice to District of any cancellation or reduction in coverage.

10. APPROPRIATION. The District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the District's Board of Supervisors. The District will make reasonable efforts to annually levy and impose special assessments to fund the Agreement, but, in the event that such special assessments are not successfully levied and imposed, the District shall have no further obligation under this Agreement.
11. DEFAULT. Upon any material default by Company hereunder, District may, in addition to any other remedies available to District at law or in equity, cancel this Agreement without penalty or liability by written notice to Company. Company shall be liable to District for all expenses incurred by District in finishing any portion of the Services not completed due to such termination. Company's obligations under this Section shall survive any termination of this Agreement.
12. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the District's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
13. WAIVER. Any failure of District to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not constitute a waiver of such provisions or a waiver of District's right to enforce each and every provision.
14. MODIFICATIONS. This Agreement supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Agreement shall be binding on District only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of District.
15. APPLICABLE LAW. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Florida, in force at the date of this Agreement. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
16. MECHANIC'S LIENS. Notwithstanding that District is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Company agrees to keep the Project free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Company, and shall furnish District with appropriate lien waivers from all potential claimants upon request of District. If any Liens are filed, District may without waiving its rights based on such breach by Company or releasing Company from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by District shall be due and payable by Company immediately and without notice or demand, with interest from the date paid by District through the date paid by Company, at the highest rate permitted by law.
17. PERMITS AND LICENSES. Before commencing performance hereunder, Company shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Agreement and pay all fees and charges therefore. The originals of all such documents shall be delivered to District upon receipt by Company.
18. PARTIAL INVALIDITY. If in any instance any provision of this Agreement shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
19. ASSIGNMENT AND SUBCONTRACTING. This Agreement shall not be assigned or transferred by Company without prior written approval by District, and any attempted assignment or transfer without such consent shall be void. Company shall not subcontract this Agreement without the prior written consent of District. District may assign this Agreement to any transferee of the Project, and upon such transferee's assumption of the obligations of District hereunder, District shall thereafter be released from any obligations accruing pursuant to this Agreement.

20. RELATIONSHIP. The relationship between District and Company shall be that of independent contractor, and Company, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of District.
21. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on the Agreement.
22. PUBLIC ENTITY CRIMES. Company certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
23. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this Agreement, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Company shall immediately notify District.
24. TERMINATION. Notwithstanding anything herein to the contrary, District shall have the right, at its sole election, to terminate this Agreement for any cause whatsoever upon the delivery of written notice to Company. Upon such termination, Company shall have no remedy against District, other than for payment of Goods already produced and Services provided pursuant to specific written direction by District pursuant to Section 2 above, subject to any offsets. District shall have no liability for any lost profits or other consequential damages of any kind resulting from any termination of this Agreement.
25. PUBLIC RECORDS. Company acknowledges that this Agreement and all the documents pertaining thereto are public records and subject to the provisions of Chapter 119, Florida Statutes.
26. E-VERIFY. Company acknowledges and agrees to comply with Florida's E-Verify laws, including but not limited to Section 448.093, Florida Statutes.
27. AGREEMENT. These Terms and Conditions, together with the Agreement form, Specifications, Manufacturer's Warranty, and Insurance Certificate constitute the entire agreement among the parties. None of Company's or manufacturer's terms and conditions or any other document issued by Company or manufacturer are part of this Agreement.
28. SEVERABILITY. If any term or provision of this Agreement is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Agreement or invalidate or render unenforceable such term in any other jurisdiction.

**EXHIBIT C
MANUFACTURER'S WARRANTY**

_____ (“**Manufacturer**”) is the manufacturer of Street Lights, or Goods, that is/are the subject of the Agreement to which this Manufacturer’s Warranty is attached. Manufacturer warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Manufacturer further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined in the Terms and Conditions attached as **Exhibit B** to the Agreement) against any such claim. Further, Manufacturer warrants that the Goods shall be new, shall be free from defects, shall be of merchantable quality, shall be fit for use in the project, and shall conform to the specifications set forth in **Exhibit A** to the Agreement. Manufacturer agrees, without prejudice to any other rights District may have, to replace or otherwise remedy any defective Goods without further cost to District or, at District’s option, to reimburse District for its cost of replacing defective Goods. All Goods are subject to inspection by District before, upon, and within a reasonable time after delivery. Goods shall not be replaced without District’s prior written instructions. Any acceptance by District shall not prevent District from later rejecting non-conforming Goods. The warranties provided herein shall survive any delivery, inspection, acceptance or payment, and are in addition to any warranties provided by law.

Florida law applies as between District and Manufacturer and the Agreement, together with its attachments, including this Manufacturer’s Warranty, constitutes the entire agreement among Company, District and Manufacturer. Such warranties provided under this Manufacturer’s Warranty is provided in consideration for the purchases to be made by the District under the Agreement, or, alternatively, if such consideration does not create privity of contract as between District and Manufacturer, such warranty is deemed to be provided to Company and is hereby assigned to District and enforceable by District.

Manufacturer

By: _____

Its: _____

Date: _____

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

7

Hopping Green & Sams

Attorneys and Counselors

July 19, 2021

James P. Harvey
Erik Morissette
Michael Caputo
Troy Simpson
Candice Smith
Brad Walker
Paul Martin
Greg Meath
Tim Smith

c/o KOLTER LAND PARTNERS / KOLTER GROUP ACQUISITIONS, LLC

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bwalker@kolter.com, pmartin@kolter.com, gmeath@kolter.com, tsmith@kolter.com

RE: Various CDD Establishment Matters, including Silver Oaks, Preserve at Savannah Lakes, Seminole Palms, Twisted Oaks Pointe, Eagle Lake, Tomoka Farms, Waterside

VIA EMAIL

RE: JOINT LETTER BY HOPPING GREEN & SAMS AND KE LAW GROUP, PLLC, ANNOUNCING THE DEPARTURE OF ROY VAN WYK, JERE EARLYWINE, SARAH WARREN, LAUREN GENTRY, AND JENNIFER KILINSKI TO KE LAW GROUP, PLLC

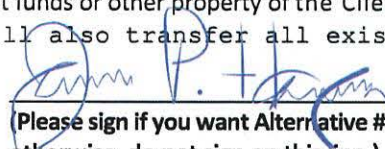
Ladies and Gentlemen,

As of July 19, 2021, Roy Van Wyk, Jere Earlywine, Sarah Warren, Lauren Gentry, and Jennifer Kilinski ("Attorneys") will be withdrawing as Attorneys from Hopping Green & Sams, P.A. ("HGS") and will be working for KE Law Group, PLLC ("KE Law"). Attorneys have provided services in connection with this Firm's representation of the Client on the above referenced matter(s) (the "Client Matters"). While Attorneys through their new firm, KE Law, and HGS, are each prepared to continue as the Clients' legal counsel with respect to the Client Matters, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and files should be transferred to KE Law, or remain with HGS.

Please select one of the following alternatives:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred to Attorneys and their new firm, KE Law. Please transfer to Attorneys and their new firm all original files and electronic files relating to the Client Matters. The Client understands that HGS will have the right to keep a copy of those files. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, Attorneys and their new firm, KE Law, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds or property KE Law. HGS will also transfer all existing CDD files on the attached Exhibit "A" to KE Law.

July 20, 2021



(Please sign if you want Alternative #1; [DATE]
otherwise, do not sign on this line.) James P. Harvey

~~2. **ALTERNATIVE #2.** The Client does not want any files or pending matters transferred to Attorneys or their new firm. HGS should continue to serve as the Clients' legal counsel for all pending matters until the attorney-client relationship is changed sometime after the date of this document. All Client Matters and files should remain in the custody of HGS until further notice.~~

~~_____
(Please sign if you want Alternative #2; [DATE]
otherwise, do not sign this line.)~~

~~3. If you do not want either Alternative #1 or Alternative #2, please advise us what we should do regarding your matters and files.~~

~~_____
(Please sign here if you have [DATE]
Given instructions under Alternative
#3; otherwise do not sign on this line.)~~

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, AmyC@hgslaw.com and MarkS@hgslaw.com, with a copy to roy@kelawgroup.com, jere@kelawgroup.com, sarah@kelawgroup.com, lauren@kelawgroup.com, jennifer@kelawgroup.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMs, P.A.



By: Jonathan Johnson

Its: President

Date: July 19, 2021

KE LAW GROUP, PLLC



By: Jere Earlywine

Its: Authorized Member

Date: July 19, 2021

EXHIBIT "A"

**EXISTING COMMUNITY DEVELOPMENT DISTRICTS
TO BE TRANSFERRED TO**

KE LAW GROUP, PLLC

Effective Date July 19, 2021

1. Avalon Groves CDD



James P. Harvey, Chairman and Assistant Secretary

2. Beaumont CDD



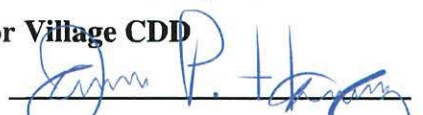
James P. Harvey, Chairman and Assistant Secretary

3. Eagle Pointe CDD



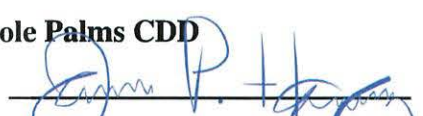
James P. Harvey, Chairman and Assistant Secretary

4. Harbor Village CDD



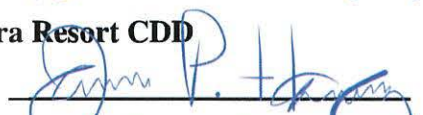
James P. Harvey, Chairman and Assistant Secretary

5. Seminole Palms CDD



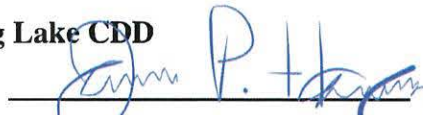
James P. Harvey, Chairman and Assistant Secretary

6. Solterra Resort CDD



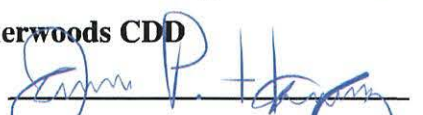
James P. Harvey, Chairman and Assistant Secretary

7. Spring Lake CDD



James P. Harvey, Chairman and Assistant Secretary

8. Summerwoods CDD



James P. Harvey, Chairman and Assistant Secretary

9. Trevesta CDD

A handwritten signature in blue ink, appearing to read "James P. Harvey", is written over a horizontal line.


James P. Harvey, Chairman and Assistant Secretary

10. West Port CDD

A handwritten signature in blue ink, appearing to read "James P. Harvey", is written over a horizontal line.

James P. Harvey, Chairman and Assistant Secretary

11. Willow Walk CDD

A handwritten signature in blue ink, appearing to read "James P. Harvey", is written over a horizontal line.

James P. Harvey, Chairman and Assistant Secretary



P.O. Box 6386, Tallahassee, Florida 32314

**KE LAW GROUP, PLLC
FEE AGREEMENT
WEST PORT CDD**

I. PARTIES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the following parties:

A. West Port Community Development District (“Client”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

B. KE Law Group, PLLC (“KE Law”)
P.O. Box 6386
Tallahassee, Florida 32314

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KE Law as its general legal counsel.
- B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client regarding those matters referenced above.

III. FEES

The Client agrees to compensate KE Law for services rendered regarding any matters covered by this Agreement according to the hourly billing rates for individual KE Law lawyers set forth herein, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (**Attachment A**, incorporated herein by reference). For Calendar Year 2021, the discounted hourly rates will be \$285 per hour for partners, \$255 per hour for associates, \$225 per hour for part-time contract attorneys, and \$185 per hour for paralegals.

IV. CLIENT FILES

The files and work product materials (“Client File”) of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the Client File will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the

Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the Client File, unless KE Law is provided a written request from the Client requesting return of the Client File, to which KE Law will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. CONFLICTS

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

VII. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

VIII. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by KE Law and the Client. The contract formed between KE Law and the Client shall be the operational contract between the parties.

IX. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and agreed to by:

WEST PORT CDD

By: _____

Its: _____

Date: _____

KE LAW GROUP, PLLC



By: Jere Earlywine

Its: Authorized Member

Date: July 19, 2021

ATTACHMENT A

KE LAW GROUP, PLLC EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Other Expenses. Other outside expenses, such as court reporters, agency copies, large print projects, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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This Instrument was prepared by:
Charlotte County Utilities
25550 Harbor View Road, Suite 1
Port Charlotte, FL 33980
(941) 764-4300

Return to: Charlotte County Utilities
25550 Harbor View Road, Suite 1
Port Charlotte, FL 33980
(941) 764-4300

CHARLOTTE COUNTY UTILITIES SERVICE AGREEMENT
With
West Port Community Development District
The Isles & The Hammocks 20-1004 Phase 2

THIS AGREEMENT (“Agreement”) is made by and between West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Charlotte County, Florida (“DISTRICT”), and Charlotte County, a political subdivision of the State of Florida (“UTILITY”) as of the date executed by UTILITY, for water and sewer services to property located within the Charlotte County Utilities Service area, its boundaries more particularly described in Exhibit A, (“Property”).

In consideration of the mutual covenants and promises contained herein, UTILITY and DISTRICT agree as follows:

A. UTILITY AND DISTRICT AGREE:

1. This Phase 2 Agreement is for 150.0 water and sewer ERCs.
2. The total capacity needed to provide water and sewer service to DISTRICT’s single-family residences for Phase 1, Phase 2, & Phase 3 operating at the Property is 429.0 Equivalent Residential Connections (ERCs) for water and 429.0 Equivalent Residential Connections (ERCs) for sewer.
3. Phase 1 for 170.0 water and sewer ERCs was previously reserved.
4. Phase 3 of the approved project plan is not included in this Agreement.
5. A separate agreement will be required for each Phase prior to construction and fees will be calculated at the Board of County Commissioner (BOCC) approved rates.

B. UTILITY AGREES:

1. To provide the DISTRICT with water and sewer service to the Property in accordance with the Uniform Water and Sewer Tariff and the Uniform Extension Policy, as may be amended from time to time.

C. DISTRICT AGREES:

1. To pay UTILITY all applicable security deposits; administration fees; recording fees and any other applicable fees or costs, as described in Exhibit “B”. These charges shall be due and payable at the time of execution of this Agreement.
2. To pay all monthly charges as invoiced by UTILITY within twenty (20) days of the billing dates. After five (5) day’s written notice of failure to pay, UTILITY has the right to disconnect service and/or lien the property and all applicable charges must

be paid before reconnection or release of lien.

3. To abide by the terms of the Uniform Water and Sewer Tariffs, Uniform Extension Policy, as may be amended from time to time.
4. To grant UTILITY all necessary easements for the construction, operation, maintenance, and monitoring for the provision of water and sewer services. UTILITY, its officers, agents or employees shall have the right to ingress and egress at all times upon those portions of the DISTRICT's property as is necessary for the delivery of UTILITY services and shall have access at all times to UTILITY's lines, meters, sewer systems and other UTILITY property. The areas where such facilities are located will be kept free of shrubbery, trees, fences, interferences from pets, and other obstructions. DISTRICT shall notify UTILITY within a reasonable time of any known or suspected damage to UTILITY's lines, meters, sewer systems or other property.
5. That sale of water to DISTRICT occurs at the meter, and UTILITY has no responsibility relative to service or supplying water after said water passes through the meter. UTILITY's responsibility relative to sewer service commences at the property line and/or UTILITY easement line.
6. DISTRICT shall bear its fair share responsibility for funding the design, permitting, construction, and certification of the water and sewer facilities. The UTILITY will be responsible for the installation of off-site utility services and all on-site UTILITY improvements that are not directly providing service to the customer. On-site facility services will be the responsibility of the DISTRICT.
7. With development being constructed in phases, the DISTRICT recognizes that capacity is only reserved for those phases where the Transmission, AGRF, and Plant (TAP) Fee has been paid, and only for the percentage of the TAP Fee that has been paid.
8. TAP Fees for each phase must be paid in full prior to commencement of Facility construction for the next phase.
9. A TAP Fee deferred for future phases shall be paid at the rate in effect at the time of payment.
10. Separate utility construction permits are required for each phase and TAP Fees are calculated based on the ERCs served for each phase.
11. UTILITY acceptance of DISTRICT installed utility facilities will be for phases where TAP Fees have been paid and all UTILITY requirements have been satisfied.
12. The provision of reclaimed water to the DISTRICT shall be governed by a separate Reclaimed Water Agreement between UTILITY and the DISTRICT.
13. If applicable, DISTRICT agrees to install a grease interceptor of a size required by UTILITY and to abide by the Charlotte County Code, as may be amended from time

to time, which prohibits the discharge of pollutants which interfere with, contaminate, or pass through the wastewater collection and treatment systems.

14. DISTRICT agrees to install, if necessary, at its expense, AWWA approved backflow control devices at service meters and double detector check valves, as specified by UTILITY.

15. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the UTILITY and DISTRICT and their respective successors, assigns and legal representatives.

16. If DISTRICT's actual capacity utilization exceeds the capacity allocated in this UTILITY Agreement, as determined by the UTILITY, then said DISTRICT shall pay, on demand, Connection Fees for such excess capacity utilized, together with all other applicable fees as set forth herein.

- D. **INDEMNIFICATION.** Each party agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28 of the Florida Statutes, from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity under Section 768.28 of the Florida Statutes, or extend either party's liability beyond the limits established in Section 768.28 of the Florida Statutes.
- E. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended to be solely for the benefit of DISTRICT and UTILITY. No right or cause of action shall accrue for the benefit of any third party.
- F. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Charlotte County, Florida.
- G. **ASSIGNMENT.** This Agreement may not be assigned by either party.
- H. **ENTIRE AGREEMENT.** This instrument, together with any documents that are required to be created under this instrument, shall constitute the final and complete expression of this Agreement among the parties relating to the subject matter of this Agreement.
- I. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by all parties.
- J. **SEVERABILITY.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the rest shall be construed and enforced as if this Agreement did not contain an unenforceable portion or provision.

- K. EFFECTIVE DATE. The effective date of this Agreement shall be the date this Agreement is executed by UTILITY.
- L. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, UTILITY and Developer have executed this Agreement as of the date executed by UTILITY.

ATTEST: CHARLOTTE COUNTY, FLORIDA

By: _____ By: _____

Print: _____ Charlotte County Utilities, Director

Date: _____



DISTRICT: _____

By: _____

Its: _____

Printed Name & Title

STATE OF _____

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____, of West Port Community Development DISTRICT. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

Commission or Serial Number

EXHIBIT A
LEGAL DESCRIPTION

Short Legal	Legal Description
WPS 000 0000 00TB	WEST PORT TRACT B 36.88 AC M/L DEVELOPMENT AREA LESS: COMMENCE AT THE SOUTHEAST CORNER OF TRACT B AND RUN THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF CENTENNIAL BOULEVARD AS DEDICATED PER SAID PLAT OF WEST PORT NORTHEASTERLY 504.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 540 FEET AND A CENTRAL ANGLE OF 53-31-21 (CHORD BEARING N27-05-56E 483.60 FEET) THENCE LEAVING SAID RIGHT OF WAY LINE N36-08-24W A DISTANCE OF 92.70 FEET; THENCE NORTHWESTERLY 139.22 ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 500 FEET AND A CENTRAL ANGLE OF 15-57-14 (CHORD BEARING N44-07-01W 138.77 FEET) THENCE N52-05-38W A DISTANCE OF 92.83 FEET; THENCE NORTHEASTERLY 121.57 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 400 FEET AND A CENTRAL ANGLE OF 17-24-50 (CHORD BEARING N50-24-45E 121.11 FEET) THENCE N59-07-10E A DISTANCE OF 38.98 FEET; THENCE N30-52-50W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE N30-52-50W A DISTANCE OF 125.00 FEET; THENCE N59-07-10E A DISTANCE OF 104.00 FEET; THENCE S30-52-50E A DISTANCE OF 125.00 FEET; THENCE S59-07-10W A DISTANCE OF 104.00 FEET TO THE POING OF BEGINNING. ***SEE HISTORICAL LEGAL DESCRIPTION FOR BOOK AND PAGES*** (1606271 SF) 4556/807 AFF4530/472
WPS 000 0000 00TH	WEST PORT TRACT H 81.16 AC M/L DEVELOPMENT AREA 4556/807 GOV4574/1720 AFF4530/472 (3535473 SF)

**EXHIBIT B
SCHEDULE OF FEES**

Project: The Isles & The Hammocks
Project #: 20-1004

Occupancy	Meter Size	Number of Meters	Water ERCs	Sewer ERCs
110 Single-Family Residences - Phase 1 - H1	3/4"	110	PAID	PAID
60 Single-Family Residences - Phase 1 - B1	3/4"	60	PAID	PAID
106 Single-Family Residences - Phase 2 - H2	3/4"	106	106.000	106.000
44 Single-Family Residences - Phase 2 - B2	3/4"	44	44.000	44.000
109 Single-Family Residences - Phase 3 - H3	3/4"	109	FUTURE	FUTURE
Total Reserved for the Property (Min 1 ERC)=>			150.000	150.000

Connection Fees:				
Water:	150.000 ERC's	X	\$ 2,407.00 per ERC	\$ 361,050.00
Sewer:	150.000 ERC's	X	\$ 2,251.00 per ERC	\$ 337,650.00
Distribution Charge:				
Water:	150.000 ERC's	X	\$ 2,940.00 per ERC	\$ 441,000.00
Collection Charge:				
Sewer:	150.000 ERC's	X	\$ 2,910.00 per ERC	\$ 436,500.00
Service Installation Fee:				
Water:	0.000 Conn			
Sewer:	0.000 Conn			
Meter Fees:				
Water:	150 Meter	X	\$ 375.00 3/4" Meters	\$ 56,250.00
Distribution Charge Credit:				\$ (314,680.62)
Collection Charge Credit:				\$ (437,895.80)
Inspection Fee: (5% of estimated construction cost) Phase 2 - H2 \$ 532,946.11 \$ 26,647.31 \$ 26,647.31				
Inspection Fee: (5% of estimated construction cost) Phase 2 - B2 \$ 219,630.31 \$ 10,981.52 \$ 10,981.52				
Administration Fee:				\$ 250.00
				\$ 917,752.41

NOTE: The Developer/owner has previously reserved capacity for Phase 1 of the approved project plans. The UTILITY Agreement will be revised for Phase 3 of the approved project plans per Ordinance 2020-014.

EXHIBIT C
CLOSING DOCUMENTS (if applicable)

1. Recorded UTILITY Easement(s):
 - Must be submitted for review and approval by Charlotte County Utilities prior to recording at County Clerk of the Court
 - Must include all UTILITY lines, facilities and appurtenances from the main to the property line including all onsite sewer main lines and manholes
2. Recorded UTILITY Easement(s) must be submitted to the Charlotte County Utilities Department for review prior to recording.
3. Payment Affidavit
4. Waiver of Lien
5. Bill of Sale
6. One (1) year warranty (from date of Engineer's Certification and acceptance by the UTILITY) to be provided by the contractor and/or Developer
7. Certification of Detailed Cost of Contributory Assets
(Above forms are available on CCU web site at <https://www.charlottecountyfl.gov/dept/utilities/Pages/Utilities-Forms.aspx>)
8. As-Built and Record Drawings: As-Built drawing submittals are required for all developments that have new UTILITY lines or extensions such as water, sewer and reclaimed mains and apparatuses such as manholes, valves, lift stations etc. As-Built drawing submittals are NOT required for developments that will be only connecting via a new water, sewer or reclaimed service connection. Upon CCU approval of the As-built Drawings, if required, the Record Drawings shall be submitted. Both As-Built and Record Drawings should conform to Charlotte County Minimum Drawing Requirements and CAD Standards as well as the following:
 - Minimum of two (2) paper copies for review (1 to be retained by CCUD).
 - One electronic data deliverable package with the drawings on one (1) Compact Disc in AutoCAD 2010 or current
 - Must conform to the current CCU minimum requirements and CAD Standards (<https://www.charlottecountyfl.gov/dept/utilities/Pages/Design-Compliance-Standards.aspx>)
 - Must comply with Florida State Statute 472.027 and Minimum Technical Standards Rule 5J-17 Florida Administrative Code, all points in drawings will be referenced to NAD 1983 State Plane Florida West Feet Coordinate System.
 - As-Built must be signed and sealed by a Florida Registered Surveyor and Mapper
 - Record Drawings must be signed and sealed by a Florida Registered Engineer of Record
9. Daily Inspection Report(s)
10. Pressure Test Report(s)
11. Bacteriological Test Report(s)

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

9

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2021**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2021**

	General Fund	Special Revenue Fund	Debt Service Fund Series 2020	Debt Service Fund Series 2020 Assessment Area Two	Debt Service Fund Series 2021	Capital Projects Fund Series 2020	Capital Projects Fund Series 2020 Assessment Area Two	Capital Projects Fund Series 2021	Total Governmental Funds
ASSETS									
Cash	\$ 10,121	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,121
Investments									
Revenue	-	-	13,815	-	-	-	-	-	13,815
Reserve	-	-	192,013	194,373	265,602	-	-	-	651,988
Construction	-	-	-	-	-	31,133	3,153,252	-	3,184,385
Construction - townhomes	-	-	-	-	-	-	-	2,587,382	2,587,382
Construction - single family	-	-	-	-	-	-	-	4,133,456	4,133,456
Cost of issuance	-	-	5,751	10,003	11,750	-	-	-	27,504
Capitalized interest	-	-	63	126,389	150,389	-	-	-	276,841
Undeposited funds	97,859	-	-	-	-	-	-	-	97,859
Utility deposit	25	-	-	-	-	-	-	-	25
Total assets	<u>\$108,005</u>	<u>\$ -</u>	<u>\$ 211,642</u>	<u>\$ 330,765</u>	<u>\$ 427,741</u>	<u>\$ 31,133</u>	<u>\$3,153,252</u>	<u>\$6,720,838</u>	<u>\$10,983,376</u>
LIABILITIES									
Liabilities:									
Accounts payable	\$103,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,345
Retainage payable	-	-	-	-	-	40,978	176,814	56,268	274,060
Due to Developer	-	-	8,061	-	-	-	-	-	8,061
Accrued taxes payable	122	-	-	-	-	-	-	-	122
Developer advance - KL West Port	15,000	-	-	-	-	-	-	-	15,000
Total liabilities	<u>118,467</u>	<u>-</u>	<u>8,061</u>	<u>-</u>	<u>-</u>	<u>40,978</u>	<u>176,814</u>	<u>56,268</u>	<u>400,588</u>
FUND BALANCES									
Committed									
Debt service	-	-	203,581	330,765	427,741	-	-	-	962,087
Capital projects	-	-	-	-	-	-	2,976,438	6,664,570	9,641,008
Unassigned	(10,462)	-	-	-	-	(9,845)	-	-	(20,307)
Total fund balances	<u>(10,462)</u>	<u>-</u>	<u>203,581</u>	<u>330,765</u>	<u>427,741</u>	<u>(9,845)</u>	<u>2,976,438</u>	<u>6,664,570</u>	<u>10,582,788</u>
Total liabilities and fund balances	<u>\$ 108,005</u>	<u>\$ -</u>	<u>\$ 211,642</u>	<u>\$ 330,765</u>	<u>\$ 427,741</u>	<u>\$ 31,133</u>	<u>\$ 3,153,252</u>	<u>\$ 6,720,838</u>	<u>\$ 10,983,376</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 8,026	0%
Landowner contribution - KL West Port	60,673	125,376	269,932	46%
Landowner contribution - Forestar	22,507	31,446	100,136	31%
Landowner contribution - KL JAX WP	14,679	18,778	65,306	29%
Lot closing	-	8,506	-	N/A
Total revenues	<u>97,859</u>	<u>184,106</u>	<u>443,400</u>	42%
EXPENDITURES				
Professional & administrative				
Supervisors	215	1,292	-	N/A
Management/accounting/recording	4,000	36,000	48,000	75%
Legal	8,727	31,400	25,000	126%
Engineering	-	975	3,500	28%
Audit	-	-	4,200	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	750	1,000	75%
Trustee	-	3,500	3,500	100%
Telephone	17	150	200	75%
Postage	31	55	500	11%
Printing & binding	42	375	500	75%
Legal advertising	106	3,742	1,200	312%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	24	473	500	95%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	200	105%
Total professional & administrative	<u>13,245</u>	<u>84,802</u>	<u>95,430</u>	89%
Field operations (shared)				
Management	-	-	10,000	0%
Accounting	-	-	3,750	0%
Stormwater management				
Lake maintenance	2,460	7,380	20,300	36%
Preserve maintenance	-	-	3,000	0%
Streetlighting	27,819	34,856	116,880	30%
Irrigation supply				
Maintenance Contract	-	500	3,000	17%
Electricity	-	-	12,000	0%
Repairs and maintenance	-	-	2,500	0%
Effluent	-	-	50,000	0%
Monuments and street signage				
Repairs and maintenance	-	-	4,000	0%
Electricity	-	-	2,500	0%
Holiday decorating	-	-	5,000	0%

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
Landscape maint.				
Maintenance contract	64,560	64,560	102,540	63%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	2,500	0%
Roadway maintenance	-	-	5,000	0%
Total field operations	<u>94,839</u>	<u>107,296</u>	<u>347,970</u>	31%
Total expenditures	<u>108,084</u>	<u>192,098</u>	<u>443,400</u>	43%
Excess/(deficiency) of revenues over/(under) expenditures	(10,225)	(7,992)	-	
Fund balances - beginning	(237)	(2,470)	-	
Fund balances - ending	<u>\$ (10,462)</u>	<u>\$ (10,462)</u>	<u>\$ -</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND AREA 1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 10,404	0%
Landowner contribution - KL West Port	-	-	134,238	0%
Total revenues	<u>-</u>	<u>-</u>	<u>144,642</u>	0%
EXPENDITURES				
Field operations				
Landscape maintenance	-	-	116,392	0%
Plant replacement	-	-	10,000	0%
Irrigation repairs	-	-	2,500	0%
Streetlighting	-	-	15,000	0%
Accounting	-	-	750	0%
Total field operations	<u>-</u>	<u>-</u>	<u>144,642</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>144,642</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	-	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: off-roll	\$ -	\$ -	\$ 126,296	0%
Lot closing	-	13,814	-	N/A
Interest	5	53	-	N/A
Total revenues	<u>5</u>	<u>13,867</u>	<u>126,296</u>	11%
EXPENDITURES				
Debt service				
Interest	-	272,940	272,940	100%
Total debt service	<u>-</u>	<u>272,940</u>	<u>272,940</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	5	(259,073)	(146,644)	
Fund balances - beginning	203,576	462,654	464,890	
Fund balances - ending	<u>\$ 203,581</u>	<u>\$ 203,581</u>	<u>\$ 318,246</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020 ASSESSMENT AREA TWO BONDS
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ 7	\$ 47	\$ -	N/A
Total revenues	<u>7</u>	<u>47</u>	<u>-</u>	N/A
EXPENDITURES				
Debt service				
Interest	-	75,119	75,119	100%
Total debt service	<u>-</u>	<u>75,119</u>	<u>75,119</u>	100%
Other fees & charges				
Underwriter's discount	-	138,000	138,000	100%
Cost of issuance	-	167,250	177,250	94%
Total other fees and charges	<u>-</u>	<u>305,250</u>	<u>315,250</u>	97%
Total expenditures	<u>-</u>	<u>380,369</u>	<u>390,369</u>	97%
Excess/(deficiency) of revenues over/(under) expenditures	7	(380,322)	(390,369)	
OTHER FINANCING SOURCES/(USES)				
Bond proceeds	-	657,304	711,088	92%
Premium	-	53,783	-	N/A
Total other financing sources	<u>-</u>	<u>711,087</u>	<u>711,088</u>	100%
Net change in fund balances	7	330,765	320,719	
Fund balances - beginning	330,758	-	-	
Fund balances - ending	<u>\$ 330,765</u>	<u>\$ 330,765</u>	<u>\$ 320,719</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 4	\$ 4
Total revenues	<u>4</u>	<u>4</u>
 EXPENDITURES		
Other fees & charges		
Underwriter's discount	-	191,200
Cost of issuance	5,000	178,450
Total other fees and charges	<u>5,000</u>	<u>369,650</u>
Total expenditures	<u>5,000</u>	<u>369,650</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (4,996)	 (369,646)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	674,723
Premium	-	121,214
Transfers in	-	1,450
Total other financing sources	<u>-</u>	<u>797,387</u>
Net change in fund balances	<u>(4,996)</u>	<u>427,741</u>
 Fund balances - beginning	 432,737	 -
Fund balances - ending	<u>\$ 427,741</u>	<u>\$ 427,741</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year To Date
	<u> </u>	<u> </u>
REVENUES		
Landowner contribution	\$ -	\$ 10,365
Interest and miscellaneous	1	20,378
Total revenues	<u>1</u>	<u>30,743</u>
 EXPENDITURES		
Capital outlay	-	3,997,743
Total expenditures	<u>-</u>	<u>3,997,743</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 1	 (3,967,000)
 OTHER FINANCING SOURCES/(USES)		
Transfer in	-	1,260,389
Total other financing sources/(uses)	<u>-</u>	<u>1,260,389</u>
 Net change in fund balances	 1	 (2,706,611)
Fund balances - beginning	(9,846)	2,696,766
Fund balances - ending	<u>\$ (9,845)</u>	<u>\$ (9,845)</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020 ASSESSMENT AREA TWO BONDS
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 70	\$ 472
Total revenues	70	472
EXPENDITURES		
Capital outlay	-	3,266,729
Total expenditures	-	3,266,729
Excess/(deficiency) of revenues over/(under) expenditures	70	(3,266,257)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	6,242,695
Total other financing sources/(uses)	-	6,242,695
Net change in fund balances	70	2,976,438
Fund balances - beginning	2,976,368	-
Fund balances - ending	\$ 2,976,438	\$ 2,976,438

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED JUNE 30, 2021**

	Current Month	Year To Date
	<u> </u>	<u> </u>
REVENUES		
Interest	\$ 60	\$ 60
Total revenues	<u>60</u>	<u>60</u>
 EXPENDITURES		
Capital outlay	330,102	958,928
Total expenditures	<u>330,102</u>	<u>958,928</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (330,042)	 (958,868)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	8,885,277
Transfer out	-	(1,261,839)
Total other financing sources/(uses)	<u>-</u>	<u>7,623,438</u>
Net change in fund balances	(330,042)	6,664,570
Fund balances - beginning	6,994,612	-
Fund balances - ending	<u>\$ 6,664,570</u>	<u>\$ 6,664,570</u>

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

10

DRAFT

**MINUTES OF MEETING
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the West Port Community Development District held a Regular Meeting on June 8, 2021 at 12:00 p.m., at the Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980.

Present were:

Jim Harvey	Chair
Christian Cotter	Vice Chair
Paul Martin	Assistant Secretary
Candice Smith (via telephone)	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Wes Haber (via telephone)	District Counsel
Matthew Morris	District Engineer
Jim Manners	The Kolter Group
Mr. Wiley	Member of the Public

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 12:01 p.m. Supervisors Harvey, Cotter and Martin were present, in person. Supervisor Smith was attending via telephone. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Appointed Supervisor, Jim Manners, [SEAT 2] (the following to be provided in a separate package)

40 Mr. Wrathell stated the term for Seat 2 expires in November 2024. Mr. Harvey
41 nominated Mr. Jim Manners to fill Seat 2. No other nominations were made.

42

**On MOTION by Mr. Harvey and seconded by Mr. Cotter, with all in favor, the
43 appointment of Mr. Jim Manners to Seat 2, term expires November 2024, was
44 approved.
45**

46

47

48 Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the
49 Oath of Office to Mr. Manners. He provided and briefly described the following items:

50 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

51 **B. Membership, Obligations and Responsibilities**

52 **C. Financial Disclosure Forms**

53 **I. Form 1: Statement of Financial Interests**

54 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

55 **III. Form 1F: Final Statement of Financial Interests**

56 **D. Form 8B – Memorandum of Voting Conflict**

57 Mr. Haber stated the Sunshine Laws and public records laws are broad in scope and
58 urged Mr. Manners to contact the District Manager or District Counsel with questions, concerns
59 or the need for an intermediary to comply with the Sunshine Law.

60

61 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-13,
62 Approving a Proposed Budget for Fiscal
63 Year 2021/2022 and Setting a Public
64 Hearing Thereon Pursuant to Florida Law;
65 Addressing Transmittal, Posting and
66 Publication Requirements; Addressing
67 Severability; and Providing an Effective
68 Date**

69

70 Mr. Wrathell presented Resolution 2021-13. He explained the annual budget
71 preparation, deliberation, public hearing and adoption process and reviewed the proposed
72 Fiscal Year 2022 budget, highlighting any line item increases, decreases and adjustments,
73 compared to the Fiscal Year 2021 budget, and explained the reasons for any adjustments. The

74 public hearing was set for August 10, 2021 at 12:00 p.m. Mr. Wrathell stated Staff would secure
75 another meeting location, if the Recreation Center is unavailable.

76 The following changes were made to the Fiscal Year 2022 budget:

77 Page 2, "Landowner contribution - KLP West Port" line item: Change "KLP" to "KL"

78 Page 2, "Landowner contribution - KLP JAX WP" line item: Change "KLP" to "KL" and
79 "JAX" to "JAK"

80 Page 2, Bottom Paragraph: Change "KLP" to "KL"

81

82 **On MOTION by Mr. Harvey and seconded by Mr. Martin, with all in favor,**
83 **Resolution 2021-13, Approving a Proposed Budget for Fiscal Year 2021/2022, as**
84 **amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for**
85 **August 10, 2021 at 12:00 p.m., at the Centennial Park Recreation Center, 1120**
86 **Centennial Boulevard, Port Charlotte, Florida 33953 or at a location to be**
87 **determined if the specified location is not available; Addressing Transmittal,**
88 **Posting and Publication Requirements; Addressing Severability; and Providing**
89 **an Effective Date, was adopted.**

90

91

92 **FIFTH ORDER OF BUSINESS**

Ratification of Change Orders

93

94 Mr. Wrathell presented the following Change Orders, which were previously executed
95 by the Chair:

96 **A. No. 2: O'Donnell Landscapes, Inc. [Irrigation Improvements]**

97 **B. No. 3: O'Donnell Landscapes, Inc. [Irrigation Improvements]**

98 **C. No. 16: Stark Sullen Grading, Inc. [West Port Pods B & H]**

99 **D. No. 18: Stark Sullen Grading, Inc. [West Port Pods B & H]**

100

101 **On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor,**
102 **Change Orders 2, 3, 16 and 18, were ratified.**

103

104

105 **SIXTH ORDER OF BUSINESS**

**Consideration of Responses to RFP for
Landscape and Irrigation Maintenance
Services**

106

107

108

109

110 **A. Affidavit/Proof of Publication**

111 The proof of publication was included for informational purposes.

112 **B. RFP Package**

113 A copy of the Request for Proposals (RFP) Package for Landscape and Irrigation
114 Maintenance Services was included for informational purposes.

115 **C. Respondent(s)**

116 **I. BrightView Landscape Services**

117 **II. Down To Earth Landscape & Irrigation**

118 **III. Mainscape, Inc.**

119 **IV. Vision Landscape Services of Florida, Inc.**

120 **D. Evaluation Criteria/Ranking**

121 Mr. Wrathell distributed a summary sheet and a Landscape RFP Scoring Sheet. Mr.
122 Martin presented his scoring/ranking, as follows:

123	BrightView Landscape Services (BrightView)	84 points
124	Down To Earth Landscape & Irrigation (DTE)	67.4 points
125	Mainscape, Inc. (Mainscape)	90 points
126	Vision Landscape Services of Florida, Inc. (VLS)	93.9 points

127 Mr. Martin recommended awarding the contract to VLS.

128 Mr. Haber stated the rankings are a Board approval item, based on the review of the
129 collective, for the purposes of awarding the contract.

130

On MOTION by Mr. Harvey and seconded by Mr. Cotter, with all in favor, accepting Mr. Martin’s rankings and recommendations, were approved.

133

134

On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, termination of the existing month-to-month Landscape and Irrigation Maintenance Services contract, effective June 30, 2021, was approved.

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On MOTION by Mr. Harvey and seconded by Mr. Martin, with all in favor, authorization for District Staff to issue a notice of intent to award the contract to Vision Landscape Services of Florida, Inc., and prepare an agreement and for the Chair and Vice Chair to execute, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date

Mr. Wrathell presented Resolution 2021-14. The following change was made to the Fiscal Year 2022 Meeting Schedule:

Add meetings on the second Tuesday of October, November, December and January

On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, Resolution 2021-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022, as amended, and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Ratification of Charlotte County Reclaimed Water Service Agreement

Mr. Wrathell presented the Charlotte County Reclaimed Water Service Agreement, which was previously executed by the Chair.

On MOTION by Mr. Harvey and seconded by Mr. Cotter, with all in favor, the Charlotte County Reclaimed Water Service Agreement, was ratified.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of April 30, 2021

177 Mr. Wrathell presented the Unaudited Financial Statements as of April 30, 2021. In
178 response to a question, Mr. Wrathell stated the fiscal year runs from October 1 through
179 September 30, annually.

180

181 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the**
182 **Unaudited Financial Statements as of April 30,2021, were accepted.**

183

184 **TENTH ORDER OF BUSINESS**

**Consideration of May 11, 2021 Regular
Meeting Minutes**

185

186

187 Mr. Wrathell presented the May 11, 2021 Regular Meeting Minutes.

188

189 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the**
190 **May 11, 2021 Regular Meeting Minutes, as presented, were approved.**

191

192

193 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

194

195 **A. District Counsel: *Hopping Green & Sams, P.A.***

196 Mr. Haber noted that the Board did not provide the current landscape contractor with a
197 30-day termination notice. Mr. Wrathell stated that Mr. Martin would contact VLS. He felt that
198 it would not be an issue since the same company was awarded the new contract.

199 **B. District Engineer: *Morris Engineering and Consulting, LLC***

200 There being nothing to report, the next item followed.

201 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

202 **I. 0 Registered Voters in District as of April 15, 2021**

203 There were no registered voters residing within the District as of April 15, 2021.

204 **II. NEXT MEETING DATE: July 13, 2021 at 12:00 P.M. (*Comfort Inn and Suites, 812***
205 ***Kings Highway, Port Charlotte, Florida 33980*)**

206 **o QUORUM CHECK**

207 The next meeting would be held on July 13, 2021 at 12:00 p.m., unless cancelled.

208

209

210 **TWELFTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

211

212 Mr. Martin reported the following:

213 ➤ Multiple water and sewer use agreements between the CDD and Charlotte County
214 Utilities were in progress and the District must pay the prepaid fees.

215 ➤ The Agreement for Phase II of the Isles must be paid immediately upon execution.

216 ➤ District Counsel was working with Charlotte County on the Agreements.

217 ➤ For The Palms and The Landings, the District must pay Charlotte County 50% of the fees
218 up front and 50% later, before certifying the system.

219 ➤ Staff must make sure that the agreement for The Landings is separate from the
220 agreement for The Palms.

221 Discussion ensued regarding final certification and transfer of ownership to the CDD
222 from Charlotte County.

223

224 **THIRTEENTH ORDER OF BUSINESS** **Public Comments**

225

226 There being no public comments, the next item followed.

227

228 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

229

230 There being nothing further to discuss, the meeting adjourned.

231

232 **On MOTION by Mr. Cotter and seconded by Mr. Manners, with all in favor, the**
233 **meeting adjourned at 12:54 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

240
241
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244
245

Secretary/Assistant Secretary

Chair/Vice Chair

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

11C

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953

**Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
February 9, 2021	Regular Meeting	12:00 P.M.
March 9, 2021	Regular Meeting	12:00 P.M.
April 6, 2021	Public Hearings and Regular Meeting	12:00 P.M.
April 13, 2021 CANCELED	Regular Meeting	12:00 P.M.
May 11, 2021	Regular Meeting	12:00 P.M.
June 8, 2021*	Regular Meeting	12:00 P.M.
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
July 13, 2021*	Regular Meeting	12:00 P.M.
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
August 10, 2021	Public Hearing & Regular Meeting	12:00 P.M.
September 14, 2021	Regular Meeting	12:00 P.M.