

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

September 14, 2021

BOARD OF SUPERVISORS

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

September 7, 2021

Board of Supervisors
West Port Community Development District

Dear Board Members:

The Board of Supervisors of the West Port Community Development District will hold a Regular Meeting on September 14, 2021 at 12:00 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953 and via conference call at **1-888-354-0094**, **Participant Passcode: 413 553 5047**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Fiscal Year 2022 Deficit Funding Agreement
4. Consideration/Review of Recovered Energy Technologies USA Inc., Response to RFP for Street Lights
5. Ratification of a SolarLight as a Services Agreement with Recovered Energy Technologies (USA) Inc.
6. Ratification of Change Orders
 - A. No. 4: O'Donnell Landscapes, Inc. [Irrigation Improvements]
 - B. No. 6: Stark Sullen Grading, Inc. [West Port Pods B & H]
 - C. No. 8: Stark Sullen Grading, Inc. [West Port Pods B & H]
 - D. No. 13: Stark Sullen Grading, Inc. [West Port Pods B & H]
 - E. No. 14: Stark Sullen Grading, Inc. [West Port Pods B & H]
 - F. No. 15: Stark Sullen Grading, Inc. [West Port Pods B & H]
 - G. No. 17: Stark Sullen Grading, Inc. [West Port Pods B & H]
 - H. No. 19: Stark Sullen Grading, Inc. [West Port Pods B & H]
7. Acceptance of Unaudited Financial Statements as of July 31, 2021

ATTENDEES:

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

NOTE MEETING LOCATION

8. Consideration of August 10, 2021 Public Hearings and Regular Meeting Minutes

9. Staff Reports

A. District Counsel: *KE Law Group, PLLC*

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

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

- NEXT MEETING DATE: October 12, 2021 at 12:00 P.M.

○ QUORUM CHECK

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

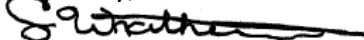
10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

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

3

FISCAL YEAR 2022 DEFICIT FUNDING AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2022, by and among:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in unincorporated Charlotte County, Florida ("**District**"), and

KL WEST PORT, LLC, a Florida limited liability company, and the owner of what is or is intended to be Assessment Areas 1 and 3, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Area One Developer**"); and

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, and the owner of Assessment Area 2, whose mailing address is 4042 Park Oaks Boulevard, Suite 200, Tampa, Florida 33610 ("**Area Two Developer**"); and

KL JAK WP LLC, a Florida limited liability company, and the owner of what is intended to be Assessment Area 4, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Townhome Developer**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Charlotte County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted Resolutions 2021-___ and 2021-___ ("**Resolutions**"), which respectively adopt the District's annual budget for Fiscal Year 2022 ("**FY 2022 Budget**") and which levy and impose operations and maintenance assessments ("**O&M Assessments**") on lands within the District; and

WHEREAS, as part of the Resolutions, the District's Board determined that the O&M Assessments are only levied on those lands ("**Developed Lands**") within the District that have been sold to builders or end users because only the Developed Lands benefit fully from the FY 2022 Budget services; and

WHEREAS, also pursuant to the Resolutions, the District's Board found that other lands ("**Undeveloped Lands**") that have not yet been sold to builders or end users do not receive the same level of benefit from the FY 2022 Budget, and instead should only pay the difference between the O&M Assessments levied on the Developed Lands and the actual costs of the FY 2022 Budget ("**Deficit Funding**"); and

WHEREAS, accordingly, the Area One Developer, Area Two Developer and Townhome Developer (together, "**Developers**"), and the District, now desire to enter into this Agreement in order to provide for the payment of any Deficit Funding for those Undeveloped Lands owned by the various Developers;

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

1. **FUNDING.** The Developers agree to make available to the District any monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the FY 2022 Budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers’ consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. Such Funding Obligation shall only exist for actual costs associated with the FY 2022 Budget, above and beyond the amount of O&M Assessments collected from Developed Lands. Any funds provided shall be placed in the District's general checking account. These payments are made by the Developers in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy assessments in the event of a funding deficit.

- a. **Cost Share for General Fund.** The Funding Obligation with respect to the General Fund shall be shared among the Developers as follows:
 - i. **Area One Developer (KL WEST PORT, LLC) = 46%**
 - ii. **Area Two Developer (FORESTAR (USA) REAL ESTATE GROUP, INC.) = 35%**
 - iii. **Townhome Developer (KL JAK WP LLC) = 19%**
- b. **Cost Share for Special Revenue Fund Assessment Area One – 2020.** The Funding Obligation with respect to the Special Revenue Fund Assessment Area One – 2020 shall be funded 100% by the Area One Developer.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

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

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: _____

KL JAK WP LLC

By: _____
Its: _____

KL WEST PORT, LLC

By: _____
Its: _____

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Its: _____

EXHIBIT A: FY 2022 Budget

EXHIBIT A: FY 2022 Budget

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

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Special Revenue Fund Area 1	5
Definitions of Special Revenue Fund Area 1 - Single Family Program	6
Debt Service Fund Budget - Series 2020	7
Amortization Schedule - Series 2020	8-9
Debt Service Fund Budget - Series 2020 (Assessment Area Two - 2020)	10
Amortization Schedule - Series 2020 (Assessment Area Two - 2020)	11 - 12
Debt Service Fund Budget - Series 2021 (Assessment Area One - 2021)	13
Amortization Schedule - Series 2021 (Assessment Area One - 2021)	14 - 15
Assessment Summary	16 - 17

**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	443,400	32,763	337,019	369,782	721,503
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	95,430	49,748	47,839	97,587	131,377

**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	144,642	-	144,642	144,642	145,856
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	144,642	-	144,642	144,642	144,642
Other Fees and Charges					
Tax collector	-	-	-	-	1,214
Total other fees and charges	-	-	-	-	1,214
Total expenditures	144,642	-	144,642	144,642	145,856
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	-	-
Fund balance - beginning (unaudited)	-	-	-	-	-
Fund balances - ending Unassigned	-	-	-	-	-
Fund balance - ending (projected)	\$ -	\$ -	\$ -	\$ -	\$ -

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

Expenditures

Landscape maintenance	\$ 116,392
<p style="margin-left: 20px;">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</p>	
Plant replacement	10,000
<p style="margin-left: 20px;">Cover the costs of periodic plant replacements.</p>	
Irrigation repairs	2,500
<p style="margin-left: 20px;">Covers the costs of periodic sprinkler head, valve replacements and line repairs.</p>	
Streetlighting	15,000
Accounting	750
Tax collector	1,214
Total expenditures	\$ 145,856

**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				Proposed Budget FY 2022
	Amended Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021	Total Revenue & Expenditures	
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

4

Off-Grid Lighting & Sensing

Technical & Financial Proposal

Onall3650 

West Port CDD

Page 1 of 35


Recovered Energy
technologies

Questions: (613) 867-6928 or

Joel.brayman@recoveredenergytechnologies.com

Table of Contents

1. Response to Specific Proposal Requirements	.....3
a. General Information about RET	.....3
b. Approach to production and delivery of the Street lights	.....4
c. Meeting project specifications	.....5
d. Reference projects	.....8
e. Competitive comparison	.....8
f. Operations & Maintenance	.....9
2. Proposal Form – Pricing	.....10
3. SWORN STATEMENT PURSUANT TO SECTION 287.133(3) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.	.....11
4. 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	.....14
5. WEST PORT COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS – STREET LIGHTS AFFIDAVIT REGARDING PROPOSAL	.....16
6. AGREEMENT FOR STREET LIGHT INSTALLATION & SERVICES (“AGREEMENT”)	
a. EXHIBIT A: Specifications	.....22
b. EXHIBIT B: Proposed Terms and Conditions	.....23
c. EXHIBIT C: Manufacturer’s Warranty	.....34
d. EXHIBIT D: Insurance Certificate	.....35

RESPONSE TO SPECIFIC PROPOSAL REQUIREMENTS

1. PROPOSAL REQUIREMENTS.

- a. ***General information about the Proposer, including contact information, information about the Proposer's key officers and staff.***

Recovered Energy Technologies USA Inc.
Solar Light as a Service™ Inc.
5824 Bee Ridge Road
Sarasota FL, 34233

Joel D Brayman
Managing Partner
Joel.brayman@recoveredenergytechnologies.com
(613) 867-6928

Joel is a seasoned professional with over thirty years of progressively responsible leadership and management experience in both the public and private sectors. A retired Navy veteran, he has directly led and managed all aspects of business performance including business development, financials (cash flow, profit, revenue, orders), strategic planning, recruiting and selection of staff, and project and program management. Experience that spans fortune 500 companies to start ups, he has formal training as a recruiting and selection officer; communications specialist; project manager, including PMI and has worked in numerous executive positions.

T Brad Carlson
Managing Partner
Brad.carlson@recoveredenergytechnologies.com
(307) 250-4665

Brad has 30 years of construction experience in the New York Metropolitan and New England area. Since 2007 he has embraced a platform of energy efficiency, scientific building techniques, renewable/alternative energy, battery storage and waste to energy technology. With systems designed and installed throughout the US and Caribbean he is well placed to offer the best all round comprehensive solution for any project.

Clay Perrault

Chief Technical Officer

Clay.perrault@recoveredenergytechnologies.com

(917) 291-2927

An entrepreneurial business executive with 25+ years of global experience leading hardware and software development teams in a multitude of industries. His initiatives range from start-ups to public companies spanning multiple industries in electronics, wireless telecoms, factory automation, remote sensing IOT, rail, and aircraft sectors. His hands-on experience in cloud-based data analytics, wireless, electronics engineering and manufacturing bring a vast array of knowledge and experience to lead RET's technical engineering and design team.

Jade Perrault

Lead Engineering & Design

Jade.perrault@recoveredenergytechnologies.com

Jade is a senior red seal electrician with 30+ years' experience in industrial, commercial, and residential construction. He is an accomplished electronics technician who manages our programming and design efforts.

b. A narrative description of the Proposer's approach to production and delivery of the Street lights.

RET has been installing the world's leading off-grid streetlights in major developments for several years. This includes custom manufacturing of fixtures and bracket arms to meet very specific client requirements. Our approach is simple, to manufacture the highest quality lights available at very competitive prices. The result is superior finish, lifespan, and capability.



Our pre-COVID delivery process was straightforward. From the time of initial contact until installation, we needed approximately 8-12 weeks. COVID changed the landscape with delivery times shifting to months in many instances.

The limitations on delivery guarantees range from resin shortages for composite poles to a global chip shortage for electronics. HOWEVER, we are starting to see a return to more normal times and by the end of 2021 hope to be back to a guaranteed 8–12-week delivery schedule.



c. 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.

RET has one of the most unique manufacturing processes in the off-grid solar streetlighting market. All major components are sourced and delivered to Florida where they are prepared, assembled, and tested to ensure quality workmanship before delivery to the customer site. Careful attention is paid to deliver on exact customer requirements, ensuring fit and finish, and our professional installers stand behind our work to ensure attractive, long lasting solar lighting projects.

ii. A discussion of why Proposer’s Street Lights are a fit for the West Port community.

RET streetlights are a great fit for communities like West Port for multiple reasons.

Future proofing West Port - The lights recommended for West Port in this proposal will implement advanced cloud-based learning control software to optimize lighting profiles

based on dozens of parameters. These include time of day, season, forecast temperature and weather, levels of air contamination, special events, historical and current motion sensing and more. The systems pro-actively use this data to analyze trends and adjust lighting parameters to ensure optimum light, power conservation and guarantee lighting 365 nights a year under any weather conditions. All backed by an industry leading warranty when purchased, and full system coverage for length of Solar Light as a Service (SLaaS™) Agreements.

West Port Technical Fit – RET streetlights are designed for maximum flexibility in terms of location of poles with no dependency on conduit, wiring or the grid to determine placement. Our lights can:

- RET lights can burn at 100% intensity all night long 365 days per year. Most of our competitors must dim to conserve battery power.
- RET lights provide light 365 nights a year – even when the power grid is down. This feature significantly enhances security during times of community distress.
- RET lights dim when required – customizable on a per light basis at any time using cloud-based controls.
- RET lights can enhance security with motion sensors for situations where dimming is required but security is paramount.
- RET lights deliver superior coverage using high-performance LED lighting and customized photometrics for every installation.
- RET lights easily meet all the lighting requirements as laid out in the Project Manual.
- RET lights are constantly monitored and analyzed for performance to ensure decades of performance. State of the art data analytics provide continuous predictive information for maintenance and security enhancement.
- RET lights can be individually controlled by designated personnel through our easy-to-use cloud-based lighting control platform.
- RET has a fully funded Solar Light as a Service Program that provides complete installation, maintenance, and management for the duration of the contract
- RET includes its unique Smart City Air Quality Measurement Platform with each municipal installation at no extra cost. This data can be fed directly into municipal websites through APIs to increase community participation.



West Port technical specification Matrix compliance

DESCRIPTION	REQUIREMENT	Meets
-------------	-------------	-------

Model	ON40 Single	
LED Wattage	34 Watts	Yes
LED Luminous Flux	6000	Yes
Power pack color	Dark Bronze or Silver	Yes
Color temperature	4000 Kelvins	Yes
Fixture color	Dark Bronze	Yes
Lighting Profile	Burn @ 100%	Yes
Dimming	Installed	Yes
Fixture height	18 ft	Yes
Pole type	Composite	Yes
Pole color	Dark Bronze	Yes
Pole base	Washington	Yes
Quantity	210	Yes

West Port Aesthetics Fit – RET manufactures the highest quality fixtures available to meet the design requirements of its partners and communities like West Port. This includes color, style, and elements like bell heads, goose neck arms and decorative pole bases.

Pricing – RET has a fully funded Solar Light as a Service Program that provides complete installation, and coverage of the lights for the duration of the contract. All repairs, upgrades and service are included in the program. In addition, RET will provide the CDD with online access to the lights for monitoring system health as well as, a dashboard that provides real time air quality and other environmental data.



d. 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.***

<https://www.youtube.com/watch?v=IK4Sny4YhjE>

Kolter Land Partners:

- Serenoa Villages - Avalon Groves
- Serenoa Villages - Sawgrass Boulevard
- Serenoa Lakes

DR Horton:

- Palms of Serenoa
- Edgemont Base (Installation August 2021)

Mattamy Homes:

- West Villages Amenities Centre
- West Villages Dog Park
- Orlando Sales Center
- Disney Celebration (Installation – August 2021)

Longboat Key Club

- Mexico Drive

RET has been completing lighting designs (Photometrics), installing high performance off-grid lights, and maintaining the lights for more than 4 years. The lights have performed exceedingly well, with the only issues being caused by construction damage – dump trucks backing over poles.

- e. A discussion of how Proposer’s Street Lights compares to potential industry competitors’ products.***

RET lights are of the highest quality and outperform other off-grid lights in several key areas.

RET’s intelligent energy management platform is a cloud-based service that can be accessed through any PC or mobile device to efficiently manage an unlimited number of power packs that are driving streetlights and sensors. Web based interfaces provide interactive and user-friendly control and reporting tools that give you real time views of the health of the lighting hardware, local environmental conditions and advanced alerts and status indicators. Our streetlight control solutions provide OPEN APIs for integration of the streetlight performance and control data into other smart city platforms. Specifically:

- Solar Panels – RET is the only off-grid lighting manufacturer in the world to leverage bi-facial solar panels that harvest energy from both the top and underside of the panel through reflected light.
- Over-sized LifePO Batteries – RET uses the latest battery technology to ensure its lights can burn at 100% intensity all night long and during the longest winter nights. We over-size our batteries and diligently monitor and control the Depth of Discharge (DoD) to ensure longer life.
- Intelligent Controls – RET has developed the smartest and most capable lighting controls that can adjust lighting based on harvesting trends and pro-actively assess weather forecasts to adjust output as required.
- Aesthetics – RET is the only off-grid lighting manufacturer offering unique fixtures, and multiple colors and styles. This includes completion of custom fixtures for Kolter Land Partners and Disney that are also available to West Port.



With this proposal, Recovered Energy Technologies will also include at no extra costs its specially designed Smart City air quality sensor platforms at West Port. The community will have access to real time weather and air quality data all year long.

*Please see the attached e-brochure for more details on RET lights and market differentiators.

f. A description of how Proposer intends to staff the operations and maintenance of the Street Lights after installation.

RET works with Team Fishel for all major installations and maintenance. <https://www.teamfishel.com/> Team Fishel has become intimately familiar with our lights from both an installation and maintenance perspective. Team Fishel offers RET extensive coverage and capabilities spanning much of the United States.

Importantly, RET lights are connected to the Internet and monitored over the cloud. Our staff are normally alerted to issues well before they become a problem in the community.

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

The District shall pay the amount of **\$11,550** per month for the Goods and Services (as defined in the Lighting Services Agreement we provide), and for a period of up to **20-years**, subject to the terms and conditions found in our Solar Lighting as a Service agreement.

RET pricing is all inclusive. Pricing shall be held current through completion of the entire West Port project.

PROPOSAL FORM – INSTALLATION SCHEDULE

RET can produce (or cause to be produced) and deliver (or cause to be delivered) to the jobsite at least **210** Street Lights (or a lesser number as required by the CDD through a phased approach), within **120** calendar days or less, of a written request. This schedule may be accelerated.

It is our understanding streetlight roll out will occur in phases for each of the Palms, Cove, Isles and Hammocks. Final roll out numbers and timing can be determined at the first project stakeholder meeting. It is worth noting that the earlier in the roll out process lights are ordered, the greater our ability becomes to deliver in a timely manner.

**COVID disclaimer. The world is currently experiencing material shortages in a wide range of areas including resin for street light poles, chips for printed circuit boards and steel and aluminum products for frames and components. While RET has done its best to insulate against shortages in the manufacturing of our streetlights, it is currently impossible to provide iron clad guarantees regarding delivery of any product. This is industry wide. We anticipate that delivery schedules will improve through the later part of 2021 and into 2022.*

***RET is confident in a 12–14-week delivery from the time of any order.*

3. **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: T Brad Carlson Managing Partner
(Print individual's name and title)

For: T Brad Carlson
(Print name of entity submitting sworn statement)

whose business address is:

5824 Bee Ridge Road, Sarasota FL,34233

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-0535281

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement. (N/A)

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 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.)**

 X 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.

 X 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.

 X 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 Wednesday, August 11, 2021.

(Corporate Seal, if applicable)

Recovered Energy Technologies Inc. (USA)
(Name of Proposer)

By: T Brad Carlson

Title: Managing Partner

STATE OF Florida
COUNTY OF Sarasota

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: _____

**4. 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: T Brad Carlson. Managing Partner
(Print individual's name and title)

For: Recovered Energy Technologies USA Inc.
(Print name of entity submitting sworn statement)

whose business address is:

5824 Bee Ridge Road, Sarasota FL, 34233

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 Wednesday, August 11, 2021

(Corporate Seal, if applicable)

Recovered Energy Technologies USA Inc.
(Name of Proposer)

By: T Brad Carlson

Title: Managing Partner

STATE OF Florida
COUNTY OF Sarasota

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: _____

5.

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

STATE OF Florida
COUNTY OF Sarasota

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 **Managing Partner** for **Recovered Energy Technologies USA inc.** (“**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 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 based on this Proposal, Proposer agrees to enter and execute the contract in the form included in the Project Manual, **with modifications to the contract based on RET's already established Solar Light as a Service Program.**

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 12th day of August 2021.

(Corporate Seal, if applicable)

Recovered Energy Technologies USA Inc.

(Name of Proposer)

By: T Brad Carlson

Title: Managing Partner

STATE OF Florida
COUNTY OF Sarasota

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

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

"District"		"Company"	
District:	West Port Community Development District	Company :	Recovered Energy Technologies USA Inc.
Address :		Address:	5824 Bee Ridge Road Sarasota FL, 34233
Phone:		Phone:	(613) 867-6928
Fax:		Fax:	

"Project"			
Project Name:	Streetlight's installation and services for West Port Community	Contract Date:	
Project Address :	West Port Community Development District, Manatee 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 **160** days of written request by District. Pricing shall be held current through completion of the project.

PRICE – The District shall pay the amount of **\$11,550** per month for the Goods and Services, and for a period of **20-years**, 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 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: _____

Recovered Energy Technologies USA Inc.

Company
By: _____
Name: **T Brad Carlson**
Title: **Managing Partner**
Date Executed: _____

EXHIBIT A: Specifications

EXHIBIT B: Terms and Conditions – Draft Solar Light as a Service Agreement

EXHIBIT C: Manufacturer’s Warranty Statement

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 Manatee County, Florida.

OPERATIONS & MAINTENANCE. The Company shall operate and maintain the streetlights 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 and renew for up to a 20-year period. See details under terms and conditions.

EXHIBIT B
SOLAR LIGHT as a SERVICE AGREEMENT
SAMPLE TERMS AND CONDITIONS

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.

RET has developed the only Solar Light as a Service Program (SLaaS™) in North America and the following are the standard terms and conditions of a Lighting Services Agreement. If selected, these terms and conditions can be negotiated to the satisfaction of both parties. However, to change the terms and conditions of this established program during a response to an RFP would be premature and cause undue delay.

The following is a draft of the Terms and Conditions recommended by RET and its funding partner.

THIS SOLAR LIGHTING AS A SERVICES AGREEMENT (SLaaS™) by and between Recovered Energy Technologies (USA) Inc. (The “Company”), and West Port Community Development District (CDD) (the “Customer) provides as follows:

1. LIGHTING SERVICES DESCRIPTION. The Company shall furnish, install, operate, and maintain, for the term of this agreement the following lighting equipment, all of which, together with accessories, attachments, replacements parts, additions, and repairs, shall be referred to herein as the “Equipment.”
 - a. (210) RET ON40 34-Watt high performance solar lights – 20 ft above grade poles with an 18 ft fixture height located at West Port (“Installation site.”)
2. PERMITS. The Customer shall be responsible for securing all permits required to deploy the Equipment at the Customer’s expense.
3. INSTALLATION. The Company shall be responsible for installing the equipment in a workmanlike manner and according to the scope of work described in Addendum A.
4. PAYMENTS. The Customer shall make monthly payments pursuant to the payment schedule as stated in Addendum D.
5. CONTRACT TERM. The Monthly Payments shall commence as soon as 50% of the lights have been installed and are operational (Contract Start Date). This agreement shall end

on the twentieth anniversary of the Contract Start Date. All payments outstanding at the termination or expiration of the agreement shall remain due and payable until paid.

6. COMPANY INSURANCE. The Company and shall provide and maintain at Company expense property insurance against major destruction or loss because of wind, fire, hurricanes, floods, or any major catastrophic event. The Company and/or its subcontractors shall also obtain and maintain such insurance as will protect it from claims under workmen's compensation acts and from claims for damages because of property damage or bodily injury, including death, which may arise from and during operations under this Contract, whether such operations be by the Company or by any subcontractor or anyone directly or indirectly employed by either of them. The Company shall be responsible to the Customer for the acts and omissions of its employees, agents, subcontractors, and their employees, and other persons performing any of the work for or under this Contract with the Company. Any insurance obtained to mitigate such risk, including the Commercial General Liability and Automobile Liability Insurance listed below, shall name Customer and its staff, consultants, agents, and supervisors as an additional insured. The Company shall furnish the Customer with the Certificate of Insurance evidencing compliance with this requirement. Such certificate must provide that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Customer, except in the case of non-payment, in which case any change or termination shall not be effective within ten (10) days of prior written notice to the Customer. The Company shall obtain copies of each subcontractor's insurance certificates and shall provide those to Customer upon Customer's request. The company shall maintain insurance at the following rates:

- a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- c. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the

operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

7. WAIVER OF JURY TRIAL. The Customer and the Company hereby knowingly, intentionally, and voluntarily waive any right they and/or their successors and assigns may have to a trial by jury or a jury determination of any fact in any litigation based on this Contract, or arising, out of, under, or in connection with this Contract, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.
8. NO OTHER EXPRESS OR IMPLIED WARRANTIES. WITH THE EXCEPTION OF THOSE WARRANTIES STATED IN THE PARAGRAPH HEREIN TITLED, "WARRANTIES," COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY CONTRACTED OR FOR ITS FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT REGARDLESS OF CAUSE, COMPANY IS NOT RESPONSIBLE FOR AND CUSTOMER SHALL NOT MAKE ANY CLAIM AGAINST COMPANY FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, SPECIAL, OR INDIRECT EXCEPT FOR DIRECT DAMAGES AND EXCEPT OTHERWISE PURSUANT TO THE PARAGRAPH HEREIN TITLED, "CUSTOMER REMEDIES."
9. PURCHASE OPTION. The Customer shall have the option to purchase the Equipment from the Company for the fair market value, plus a fee negotiated at the time of acquisition, at any time after the first day of the sixth year of this agreement. Fair market value shall be determined by an independent appraiser selected by the Company and paid for by the Customer. Upon payment of the Fair Market Value, the Company shall transfer the Company's interest in the Equipment to the Customer "As-Is, Where Is" without any representation or warranty whatsoever, at which time this Contract shall terminate. If the Customer does not exercise its option to purchase before this contract expires, this Contract shall terminate. Unless the Customer purchases the Equipment, the Company shall have the right, but not the obligation, upon termination or expiration to remove the equipment.
10. ADDITIONAL SIGNATURES EFFORTS. Each party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of carrying out this agreement.
11. MAINTENANCE AND REPAIR. The Company shall provide, at the Company's cost and expense all required maintenance and repair. If the equipment is disabled for any reason or if the Customer observes any damage to the Equipment, Customer shall

promptly notify the Company. The Customer 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 Customer shall immediately notify the Company who shall make reasonable efforts to have Equipment repaired. The Customer shall comply with all directions of the Company concerning emergency repairs. The Company shall perform routine inspections and maintenance.

- a. The Company is not responsible for repairs for damage caused by incidents outside its control including mischief, vehicles that hit poles, or any force majeure event that renders the lights inoperable. The community must maintain coverage for these types of events.
- b. The Company will affect repairs for these damages with receipt of a customer approved work order.

12.CUSTOMER ACCESS. The Customer shall not touch or access any part of the equipment for any reason.

13.WARRANTIES. The Company warrants that the equipment will light the prescribed areas at the Foot Candles as detailed in the lighting studies supplied to the Customer. Failure to provide 80% of the stated lumens will deem a light as failed. The Company shall have the option to replace or repair the light at its expense. The Company will be required to provide light within 5 business days of a reported failure.

14.LATE CHARGES. If the Customer makes its payments more than five days after the date it is due, the Company shall be entitled to a late fee of one percent (1%) per month of the late or unpaid Contract Payment, or such other amount as specified under Florida Law, which along with the late or unpaid Contract Payment shall be due with and included as part of the subsequent Contract Payment.

15.NO VOLUNTARY EARLY TERMINATION. Neither party has the right or option to voluntarily terminate this Contract except in the event of default.

16.DEFAULT. Any one or more of following events shall be considered a "default" under this Contract: (a) Failure of the Customer to pay any Contract Payments or other payment required to be paid hereunder at the time specified herein; and (b) Failure by the Customer to observe or perform any obligation under this agreement.

17.CUSTOMER REMEDIES. In the event the Company defaults under this agreement, the Customer shall, within ten (10) days of each default, provide written demand upon the

Company to cure each default within thirty (30) days of the Company's receipt of the written demand to cure (Cure Period). If Company fails to cure within the Cure Period, the Customer may terminate the agreement by providing written notice of termination to the Company within five (5) days of the expiration of the Cure Period. Upon terminating the Contract under this paragraph, the Customer shall no longer be obligated to pay any Contract Payments, however, all unpaid amounts shall remain due and owing including but not limited to any interest thereon, subject to any offsets. The Customer shall not be entitled to any damages, other than direct damages, for any breach by the Company. The Company shall not be liable for any loss of profit or special, indirect, incidental, or consequential damages whatsoever suffered by Customer or any third party or property because of such breach. THE COMPANY MAY AT ITS SOLE OPTION, BUT SHALL NOT BE OBLIGATED TO, DISASSEMBLE OR REMOVE THE EQUIPMENT OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO IN THE EVENT OF DEFAULT BY EITHER PARTY OR UPON THE EXPIRATION OR TERMINATION OF THIS CONTRACT. THIS PARAGRAPH SHALL SURVIVE THE AGREEMENT.

18. COMPANY REMEDIES. If Customer defaults, the Company may do one or more of the following: (a) cancel or terminate this Contract or any or all agreements that the Company has entered into with Customer; (b) require the Customer to immediately pay the Company, as compensation for loss of the Company's bargain and not as a penalty, the sum equal to (i) the present value of all unpaid Contract Payments for the remainder of the term plus the present value of the estimated Fair Market Value of the Equipment to be determined by an appraiser chosen by the Company and paid for by the Customer at the time that would have been the natural expiration of the Contract, each discounted at 8% per annum, compounding monthly, plus (ii) all other amounts due or that become due under this Contract (Accelerated Payment). Interest shall accrue on the Accelerated Payment at 8% per annum, compounding monthly, from the date the Customer defaults until paid (Interest Charge) (Accelerated Payment and Interest Charge collectively referred to as Damages). The Customer agrees to pay Damages and all the Company's costs of enforcing this Contract whether or not suit is filed, including but not limited to filing costs, service of process, expert witness fees, and reasonable attorneys' fees. This paragraph shall survive the agreement.

19. TITLE AND TAX BENEFITS. The Company is the owner of and shall hold title to the Equipment. All benefits of owning and operating the Equipment shall inure to the Company, including but not limited to any governmental benefits, tax incentives, tax credits, or tax deductions. The Customer makes no representations as to the lawfulness or availability of any governmental benefits, tax incentives, tax credits, or tax deductions. This agreement conveys only the right to have the light generated by the

equipment. The Customer agrees this transaction is a true Contract. However, if this transaction is deemed to be a Contract intended for security, Customer grants the Company a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Contract is deemed a finance Contract, the Customer shall deliver to the Company signed financing statements or other documents the Company reasonably requests to protect the Company's interest in the Equipment. THE CUSTOMER AUTHORIZES THE COMPANY TO FILE A COPY OF THIS CONTRACT AS A FINANCING STATEMENT AND APPOINT THE COMPANY OR THE COMPANY'S DESIGNEE AS CUSTOMER'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON CUSTOMER'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

20.ASSIGNMENT OF CONTRACT. THE CUSTOMER MAY NOT ASSIGN, SELL, TRANSFER, OR SUBCONTRACT THE EQUIPMENT OR CUSTOMER'S INTEREST IN THIS CONTRACT WITHOUT EXPRESS WRITTEN PERMISSION OF COMPANY. The Company may, without notifying Customer, sell, assign, or transfer this Contract, any portion hereof, or Company's rights in the Equipment. Customer agrees that the new owner shall have the same rights and benefits that the Company now has under this Contract. The rights of the new owner shall not be subject to any claim, defense, or set-off Customer might have against the Company.

21.EASEMENT RIGHTS. The Customer shall provide the Company with written approval to install the street lighting. This may be in the form of a confirmation email stating that the Company has the right to install the poles and lights in the locations specified in the Lighting Study that was supplied to the Customer.

22.DATA COLLECTION. Any data collected during the ongoing live monitoring of the lights or through deployed sensors remains the property of the Company.

23.ACCESS. The Customer shall permit The Company reasonable access to all portions of the equipment for purposes of inspection, maintenance, testing, and repair.

24.NOTICES. All notices shall be provided by certified mail delivered to each party's principal office or, if the parties agree in a signed writing, by email to an email address stated by each of the parties. Notices shall be deemed provided when delivered unless otherwise stated herein.

25.FORCE MAJEURE. In the event of war, fire, governmental regulation, labor dispute, shortages, or delays caused by or affecting manufacturers, suppliers, shippers, and any

other event beyond the Company's control and notwithstanding the paragraph herein titled, "CUSTOMER REMEDIES", The Company shall not be liable to the Customer for failure to perform any obligation under this Contract.

26. JOINTLY DRAFTED. Each party hereby acknowledges that this Contract was drafted jointly by the parties, and that both parties have had the opportunity to fully negotiate its terms and to have the assistance of independent counsel of each party's own choosing for the review of the terms of this Contract prior to its execution. In the event of any dispute over the interpretation of this Contract, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner.

27. ENTIRE AGREEMENT. The Parties agree that the terms and conditions contained in this Contract comprise the entire agreement between the parties regarding the Contract of the Equipment. No amendments to this Contract shall be permitted, unless signed by both parties. Both parties agree that the express terms of this Contract shall not be explained, modified, or contradicted by any prior course of dealing between the parties or by any usage of the general trade.

28. COUNTERPARTS. This Contract may be executed in on or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same documents. Documents delivered via facsimile or email with electronic signatures shall be considered originals.

29. BINDING EFFECT. This agreement shall inure to the benefit of, and shall be binding upon, Company and Customer and their respective successors and assigns.

30. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, nothing herein shall be construed to be a waiver of the Customer's limit of liability contained in Section 768.28, Florida Statutes, or other statute of law.

31. PUBLIC ENTITY CRIMES. The Company certifies, by acceptance of this agreement, 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 provision of Section 287.133(2)(a), Florida Statutes.

32. SCRUTINIZED COMPANIES. Company 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 Customer.

33.PUBLIC RECORDS. Company acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.

34.CERTIFICATION AND AUTHORIZATION. Each party expressly certifies that the authorized agent below has the authority to execute this agreement and that the party has complied with all internal policies, procedures, and applicable law upon which authority to execute this agreement is predicated. Furthermore the Customer certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Contract in full force and effect, that it has complied with all bidding requirements where necessary, submitted this Contract to notice and hearing where applicable, any other acts required for approval and adoption of this Contract as a valid obligation by the Customer, and that it has sufficient funds available to pay all amounts due hereunder.

35.GOVERNING LAW AND SEVERABILITY. This Contract shall be governed by the laws of the State of Florida and any suits pertaining to this Contract shall be brought in the jurisdiction wherein the Equipment is located. If a court of competent jurisdiction shall determine that any provision of this agreement is unenforceable, the remaining provisions shall remain in full force and effect.

36.EFFECTIVE DATE. After both parties execute this Contract, the effective date shall be the date the first party executes the agreement. The start date of payments shall be the first day of the month following completion of the installation.

[Addenda Follow]

Addendum A – Scope of Work

In accordance with the Customers plan, as detailed in the Photometric and Autonomy Studies submitted by the Company to the Customer, the Company shall install and maintain:

- (210) 34-Watt solar streetlights at West Port

LOCATION OF EQUIPMENT: The Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with a final design sketch that reflects the Equipment locations approved by the Customer and will participate in the staking of light pole positions at the request of the Customer.

UNDERGROUND OBSTRUCTIONS: The Customer shall locate and advise the Company through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the installation site at least two (2) days prior to the commencement of any work by the Company at the installation site. All cost liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this paragraph, shall be paid by the Customer, except for those claims, losses, or damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing design, installation, operation, maintenance, or removal of equipment. The phrase “property damage” includes, but is not limited to, damage to property of the Customer, the Company, or any third parties.

Addendum B: Lighting Configuration – West Port

	ON40
Number of Lights	210
Fixture Color	Dark Bronze: RAL (819)
Light Color	4000 Kelvin light temperature
Motion Sensor	Yes
Light Head	20" Dark Bronze Bell Head
Arm	Goose Neck
Pole Type	20 ft above grade composite direct burial (18 ft fixture height)
Pole Color	Dark Bronze RAL (8019)
Pole Base	Decorative pole base - Washington
Installation	Yes



Addendum C: Payment Schedule

The Customer agrees to pay the Company the sum of \$11,550 per month for a total of 210 streetlights. Payments commence at the completion of each phase and run 20-years from the phase completion date. Additional lights required for bus stops, mailboxes or intersections will be added to these totals as appropriate and agreed to by the client.

The monthly payment will be subject to a 5% escalator at the end of the sixth and twelfth year of the agreement.

The Customer agrees to deposit with the Company, the additional sum of \$23,100 which is approximately two (2) months of service under this agreement, or upon acceptance if the Company so agrees, provide a surety bond or irrevocable letter of credit from a bank, in the favor of the Company in the same amount. The Company will annually credit the Customer's bill with an interest amount, at the current rate.

EXHIBIT C:



Solar Light as a Service™

WARRANTY DESCRIPTION

Extract from Terms & Conditions:

The Company warrants that the equipment will light the prescribed areas at the Foot Candles as detailed in the lighting studies supplied to the Customer. Failure to provide 80% of the stated lumens will deem a light as failed. The Company shall have the option to replace or repair the light at its expense. The Company will be required to provide light within 5 business days of a reported failure.

EXHIBIT D: Insurance Certificate

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

5



Solar Light as a Services Agreement

THIS MASTER SOLAR LIGHTING AS A SERVICES AGREEMENT (SLaaS) by and between Recovered Energy Technologies (USA) Inc. (The "Company"), and West Port Community Development District (CDD) (the "Customer) provides as follows:

1. LIGHTING SERVICES DESCRIPTION. The Company shall furnish, install, operate, and maintain, for the term of this agreement the following lighting equipment, all of which, together with accessories, attachments, replacements parts, additions, and repairs, shall be referred to herein as the "Equipment." Approximately 364 Streetlights will be deployed at 5 West Port projects over time and in phases.

- a. Isles (27) RET ON40 High Performance solar lights – 18 ft above grade fixtures located at West Port ("Installation site.")
- b. Hammocks (86) RET ON40 High Performance solar lights – 18 ft above fixtures poles located at West Port ("Installation site.")
- c. Palms (64) RET ON40 High Performance solar lights – 18 ft above grade fixtures located at West Port ("Installation site.")
- d. Landing (33) RET ON40 High Performance solar lights – 18 ft above grade Fixtures located at West Port ("Installation site.")
- e. Coves (142) RET ON40 High Performance solar lights – 18 ft above grade fixtures located at West Port ("Installation site.")
 - i. Optional Coves Amenities Centre – (12) RET ON40 High Performance solar streets – 18 ft above grade.

2. INSTALLATION PLAN. The Customer shall provide the Company with a detailed project and phase roll out plan for manufacturing purposes, within 10 business days of signing this agreement. The Costumer shall update the roll out plan monthly or as required.

3. PERMITS. The Customer shall be responsible for securing all permits required to deploy the Equipment at the Customer's expense.

4. INSTALLATION. The Company shall be responsible for installing the equipment in a workmanlike manner and according to the scope of work described in Addendum A.

5. PAYMENTS. The Customer shall make monthly payments pursuant to the payment schedule as stated in Addendum D.
6. CONTRACT TERM. The Monthly Payments shall commence as soon as 50% of the lights have been installed and are operational (Contract Start Date). This agreement shall end on the twentieth anniversary of the Contract Start Date. All payments outstanding at the termination or expiration of the agreement shall remain due and payable until paid.
7. COMPANY INSURANCE. The Company shall provide and maintain at Company expense property insurance against major destruction or loss as a result of wind, fire, hurricanes, floods, or, any major catastrophic event. The Company and/or its sub-contractors shall also obtain and maintain such insurance as will protect it from claims under workmen's compensation acts and from claims for damages because of property damage or bodily injury, including death, which may arise from and during operations under this Contract, whether such operations be by the Company or by any subcontractor or anyone directly or indirectly employed by either of them. The Company shall be responsible to the Customer for the acts and omissions of its employees, agents, subcontractors, and their employees, and other persons performing any of the work for or under this Contract with the Company. Any insurance obtained to mitigate such risk, including the Commercial General Liability and Automobile Liability Insurance listed below, shall name Customer and its staff, consultants, agents and supervisors as an additional insured. The Company shall furnish the Customer with the Certificate of Insurance evidencing compliance with this requirement. Such certificate must provide that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Customer, except in the case of non-payment, in which case any change or termination shall not be effective within ten (10) days of prior written notice to the Customer. The Company shall obtain copies of each subcontractor's insurance certificates and shall provide those to Customer upon Customer's request. The company shall maintain insurance at the following rates:
 - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

8. **WAIVER OF JURY TRIAL.** The Customer and the Company hereby knowingly, intentionally, and voluntarily waive any right they and/or their successors and assigns may have to a trial by jury or a jury determination of any fact in any litigation based on this Contract, or arising, out of, under, or in connection with this Contract, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.
9. **NO OTHER EXPRESS OR IMPLIED WARRANTIES.** WITH THE EXCEPTION OF THOSE WARRANTIES STATED IN THE PARAGRAPH HEREIN TITLED, "WARRANTIES," COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY CONTRACTED OR FOR ITS FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT REGARDLESS OF CAUSE, COMPANY IS NOT RESPONSIBLE FOR AND CUSTOMER SHALL NOT MAKE ANY CLAIM AGAINST COMPANY FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, SPECIAL, OR INDIRECT EXCEPT FOR DIRECT DAMAGES AND EXCEPT OTHERWISE PURSUANT TO THE PARAGRAPH HEREIN TITLED, "CUSTOMER REMEDIES."
10. **PURCHASE OPTION.** The Customer shall have the option to purchase the Equipment from the Company for the fair market value, plus a fee negotiated at the time of acquisition, at any time after the first day of the sixth year of this agreement. Fair market value shall be determined by an independent appraiser as agreed to by the Company and Customer and paid for by the Customer. Upon payment of the Fair Market Value, the Company shall transfer the Company's interest in the Equipment to the Customer "As-Is, Where Is" without any representation or warranty whatsoever, at which time this Contract shall terminate. If the Customer does not exercise its option to purchase before this contract expires, this Contract shall terminate. Unless the Customer purchases the Equipment, the Company shall have the right, but not the obligation, upon termination or expiration to remove the equipment.
11. **ADDITIONAL SIGNATURES EFFORTS.** Each party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of carrying out this agreement.
12. **MAINTENANCE AND REPAIR.** The Company shall provide, at the Company's cost and expense all required maintenance and repair. In the event that the equipment is disabled for any reason or if the Customer observes any damage to the Equipment, Customer shall promptly notify the Company. The Customer 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 Customer shall immediately notify the Company who shall make reasonable efforts to have Equipment repaired. The Customer shall comply with all directions of the Company concerning emergency repairs. The Company shall perform routine inspections and maintenance.

- a. The Company is not responsible for repairs for damage caused by incidents outside its control including mischief, vehicles that hit poles, or any force majeure event that renders the lights inoperable. The community must maintain coverage for these types of events.
- b. The Company will affect repairs for these damages with receipt of a Customer approved work order.

13. CUSTOMER ACCESS. The Customer shall not touch or access any part of the equipment for any reason.

14. WARRANTIES. The Company warrants that the equipment will light the prescribed areas at the Foot Candles as detailed in the lighting studies supplied to the Customer. Failure to provide 80% of the stated lumens will deem a light as failed. The Company shall have the option to replace or repair the light at its expense. The Company will be required to provide light within 5 business days of a reported failure.

15. LATE CHARGES. If the Customer makes its payments more than five days after the date it is due, the Company shall be entitled to a late fee of one percent (1%) per month of the late or unpaid Contract Payment, or such other amount as specified under Florida Law, which along with the late or unpaid Contract Payment shall be due with and included as part of the subsequent Contract Payment.

16. NO VOLUNTARY EARLY TERMINATION. Neither party has the right or option to voluntarily terminate this Contract except in the event of default.

17. DEFAULT. Any one or more of following events shall be considered a "default" under this Contract: (a) Failure of the Customer to pay any Contract Payments or other payment required to be paid hereunder at the time specified herein; (b) Failure by the Customer to observe or perform any obligation under this agreement and (c) Failure by the Company to perform any of its obligations under this contract.

18. CUSTOMER REMEDIES. In the event the Company defaults under this agreement, the Customer shall, within ten (10) days of each default, provide written demand upon the Company to cure each default within thirty (30) days of the Company's receipt of the written demand to cure (Cure Period). If Company fails to cure within the Cure Period, the Customer may terminate the agreement by providing written notice of termination to the Company within five (5) days of the expiration of the Cure Period. Upon terminating the Contract under this paragraph, the Customer shall no longer be obligated to pay any Contract Payments, however, all unpaid amounts shall remain due and owing including but not limited to any interest thereon, subject to any offsets. The Customer shall not be entitled to any damages, other than direct damages, for any breach by the Company. The Company shall not be liable

for any loss of profit or special, indirect, incidental, or consequential damages whatsoever suffered by Customer or any third party or property as a result of such breach. THE COMPANY MAY AT ITS SOLE OPTION, BUT SHALL NOT BE OBLIGATED TO, DISASSEMBLE OR REMOVE THE EQUIPMENT OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO IN THE EVENT OF DEFAULT BY EITHER PARTY OR UPON THE EXPIRATION OR TERMINATION OF THIS CONTRACT. THIS PARAGRAPH SHALL SURVIVE THE AGREEMENT.

19. COMPANY REMEDIES. If Customer defaults, the Company may do one or more of the following: (a) cancel or terminate this Contract or any or all agreements that the Company has entered into with Customer; (b) require the Customer to immediately pay the Company, as compensation for loss of the Company's bargain and not as a penalty, the sum equal to (i) the present value of all unpaid Contract Payments for the remainder of the term plus the present value of the estimated Fair Market Value of the Equipment to be determined by an appraiser chosen by the Company and paid for by the Customer at the time that would have been the natural expiration of the Contract, each discounted at 8% per annum, compounding monthly, plus (ii) all other amounts due or that become due under this Contract (Accelerated Payment). Interest shall accrue on the Accelerated Payment at 8% per annum, compounding monthly, from the date the Customer defaults until paid (Interest Charge) (Accelerated Payment and Interest Charge collectively referred to as Damages). The Customer agrees to pay Damages and all of the Company's costs of enforcing this Contract whether or not suit is filed, including but not limited to filing costs, service of process, expert witness fees, and reasonable attorneys' fees. This paragraph shall survive the agreement.

20. TITLE AND TAX BENEFITS. The Company is the owner of and shall hold title to the Equipment. All benefits of owning and operating the Equipment shall inure to the Company, including but not limited to any governmental benefits, tax incentives, tax credits, or tax deductions. The Customer makes no representations as to the lawfulness or availability of any governmental benefits, tax incentives, tax credits, or tax deductions. This agreement conveys only the right to have the light generated by the equipment. The Customer agrees this transaction is a true Contract. However, if this transaction is deemed to be a Contract intended for security, Customer grants the Company a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Contract is deemed a finance Contract, the Customer shall deliver to the Company signed financing statements or other documents the Company reasonably requests to protect the Company's interest in the Equipment. THE CUSTOMER AUTHORIZES THE COMPANY TO FILE A COPY OF THIS CONTRACT AS A FINANCING STATEMENT AND APPOINT THE COMPANY OR THE COMPANY'S DESIGNEE AS CUSTOMER'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON CUSTOMER'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

21. ASSIGNMENT OF CONTRACT. THE CUSTOMER MAY NOT ASSIGN, SELL, TRANSFER, OR SUBCONTRACT THE EQUIPMENT OR CUSTOMER'S INTEREST IN THIS CONTRACT WITHOUT EXPRESS WRITTEN PERMISSION OF COMPANY. The Company may, without notifying Customer, sell, assign, or transfer this Contract, any portion hereof, or Company's rights in the Equipment. Customer agrees that the new owner shall have the same rights and benefits that the Company now has under this Contract. The rights of the new owner shall not be subject to any claim, defense, or set-off Customer might have against the Company.
22. EASEMENT RIGHTS. The Customer shall provide the Company with written approval to install the street lighting. This may be in the form of a confirmation email stating that the Company has the right to install the poles and lights in the locations specified in the Lighting Study that was supplied to the Customer.
23. DATA COLLECTION. Any data collected during the ongoing live monitoring of the lights or through deployed sensors remains the property of the Company.
24. ACCESS. The Customer shall permit The Company reasonable access to any and all portions of the equipment for purposes of inspection, maintenance, testing, and repair.
25. NOTICES. All notices shall be provided by certified mail delivered to each party's principal office or, if the parties agree in a signed writing, by email to an email address stated by each of the parties. Notices shall be deemed provided when delivered unless otherwise stated herein.
26. FORCE MAJEURE. In the event of war, fire, governmental regulation, labor dispute, shortages, or delays caused by or affecting manufacturers, suppliers, shippers, and any other event beyond the Company's control and notwithstanding the paragraph herein titled, "CUSTOMER REMEDIES", The Company shall not be liable to the Customer for failure to perform any obligation under this Contract.
27. JOINTLY DRAFTED. Each party hereby acknowledges that this Contract was drafted jointly by the parties, and that both parties have had the opportunity to fully negotiate its terms and to have the assistance of independent counsel of each party's own choosing for the review of the terms of this Contract prior to its execution. In the event of any dispute over the interpretation of this Contract, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner.
28. ENTIRE AGREEMENT. The Parties agree that the terms and conditions contained in this Contract comprise the entire agreement between the parties regarding the Contract of the Equipment. No amendments to this Contract shall be permitted, unless signed by both parties. Both parties agree that the express terms of this Contract shall not be explained,

modified, or contradicted by any prior course of dealing between the parties or by any usage of the general trade.

29. COUNTERPARTS. This Contract may be executed in on or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same documents. Documents delivered via facsimile or email with electronic signatures shall be considered originals.
30. BINDING EFFECT. This agreement shall inure to the benefit of, and shall be binding upon, Company and Customer and their respective successors and assigns.
31. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, nothing herein shall be construed to be a waiver of the Customer's limit of liability contained in Section 768.28, Florida Statutes or other statute of law.
32. PUBLIC ENTITY CRIMES. The Company certifies, by acceptance of this agreement, 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 provision of Section 287.133(2)(a), Florida Statutes.
33. SCRUTINIZED COMPANIES. Company 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 Customer.
34. PUBLIC RECORDS. Company acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
35. CERTIFICATION AND AUTHORIZATION. Each party expressly certifies that the authorized agent below has the authority to execute this agreement and that the party has complied with all internal policies, procedures, and applicable law upon which authority to execute this agreement is predicated. Furthermore the Customer certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Contract in full force and effect, that it has complied with all bidding requirements where necessary, submitted this Contract to notice and hearing where applicable, any other acts required for approval and adoption of this Contract as a valid obligation by the Customer, and that it has sufficient funds available to pay all amounts due hereunder.

36. GOVERNING LAW AND SEVERABILITY. This Contract shall be governed by the laws of the State of Florida and any suits pertaining to this Contract shall be brought in the jurisdiction wherein the Equipment is located. If a court of competent jurisdiction shall determine that any provision of this agreement is unenforceable, the remaining provisions shall remain in full force and effect.

37. EFFECTIVE DATE. After both parties execute this Contract, the effective date shall be the date the first party executes the agreement. The start date of payments shall be the first day of the month following completion of the installation.

[Addenda Follow]

Addendum A – Scope of Work

In accordance with the Customers plan, as detailed in the Photometric and Autonomy Studies submitted by the Company to the Customer, the Company shall install and maintain:

- a. Isles (27) RET ON40 solar lights
- b. Hammocks (86) RET ON40 solar lights
- c. Palms (64) RET ON40 solar lights
- d. Landing (33) RET ON40 solar lights
- e. Coves (142) RET ON40 solar lights
 - i. Optional Coves Amenities Centre (12) RET ON40 solar lights

LOCATION OF EQUIPMENT: The Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with a final design sketch that reflects the Equipment locations approved by the Customer and will participate in the staking of light pole positions at the request of the Customer.

UNDERGROUND OBSTRUCTIONS: The Customer shall locate and advise the Company through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the installation site at least two (2) days prior to the commencement of any work by the Company at the installation site. Any and all cost liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this paragraph, shall be paid by the Customer, except for those claims, losses or damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing design, installation, operation, maintenance or removal of equipment. The phrase “property damage” includes, but is not limited to, damage to property of the Customer, the Company, or any third parties.

Addendum B: Lighting Configuration –

	ON40
Number of Lights	Approximately 364
Fixture Color	Dark Bronze: RAL (819)
Light Color	4000 Kelvin light temperature
Motion Sensor	Yes
Light Head	20" Dark Bronze Bell Head
Arm	Goose Neck
Pole Type	20 ft above grade composite direct burial
Pole Color	Dark Bronze RAL (819)
Pole Base	Decorative pole base - Washington
Installation	Yes



Addendum C: Payment Schedule

The Customer agrees to pay the Company the sums per month outlined in Table A. Payments commence at the completion of each phase and run 20-years from the phase completion date.

Table A.

WEST PORT CDD

WEST PORT: ISLES

Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	MONTHLY Cost by PHASE	ANNUAL Cost by PHASE
Isles	1	15	18	ON40		\$ 55.00	\$ 825.00	\$ 9,900.00
Isles	2	10	18	ON40		\$ 55.00	\$ 550.00	\$ 6,600.00
		2	18	ON40	Bus Stop & Mail Box	\$ 55.00	\$ 110.00	\$ 1,320.00
		27					\$ 1,485.00	\$ 17,820.00

WEST PORT: HAMMOCKS

Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	Cost by PHASE	Cost by PHASE
Hammocks	1	33	18	ON40		\$ 55.00	\$ 1,815.00	\$ 21,780.00
Hammocks	2	28	18	ON40		\$ 55.00	\$ 1,540.00	\$ 18,480.00
Hammocks	3	23	18	ON40		\$ 55.00	\$ 1,265.00	\$ 15,180.00
		2	18	ON40	Bus Stop & Mail Box	\$ 55.00	\$ 110.00	\$ 1,320.00
		86					\$ 4,730.00	\$ 56,760.00

WEST PORT: PALMS

Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	Cost by PHASE	Cost by PHASE
Palms	1	62	18	ON40		\$ 55.00	\$ 3,410.00	\$ 40,920.00
		2	18	ON40	Bus Stop & Mail Box	\$ 55.00	\$ 110.00	\$ 1,320.00
		64					\$ 3,520.00	\$ 42,240.00

WEST PORT: LANDING

Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	Cost by PHASE	Cost by PHASE
Landings	1	31	18	ON40		\$ 55.00	\$ 1,705.00	\$ 20,460.00
		2	18	ON40	Bus Stop & Mail Box	\$ 55.00	\$ 110.00	\$ 1,320.00
		33					\$ 1,815.00	\$ 21,780.00

WEST PORT: COVES


Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	MONTHLY Cost by PHASE	ANNUAL Cost by PHASE
Coves	1	22	18	ON40		\$ 55.00	\$ 1,210.00	\$ 14,520.00
Coves	1B	39	18	ON40		\$ 55.00	\$ 2,145.00	\$ 25,740.00
Coves	2	17	18	ON40		\$ 55.00	\$ 935.00	\$ 11,220.00
Coves	3	19	18	ON40		\$ 55.00	\$ 1,045.00	\$ 12,540.00
Coves	4	39	18	ON40		\$ 55.00	\$ 2,145.00	\$ 25,740.00
Coves	Optional	12	18	ON40	Amenties Centre	\$ 55.00	\$ 660.00	\$ 7,920.00
		6	18	ON40	Bus Stop & Mail Box	\$ 55.00	\$ 330.00	\$ 3,960.00
		154					\$ 8,470.00	\$ 101,640.00

The monthly payment will be subject to a 5% escalator at the commencement of the sixth and twelfth year of the agreement.

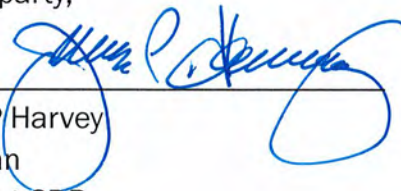
The Customer agrees to deposit with the Company, the additional sum of \$40,000 which is approximately two (2) months of service under this agreement, or upon acceptance if the Company

so agrees, provide a surety bond or irrevocable letter of credit from a bank, in the favour of the Company in the same amount.

SIGNED,

Recovered Energy Technologies,
By: 
Joel Brayman
Managing Partner

Date
September 1st, 2021

Counterparty,
By: 
James P Harvey
Chairman
West Port CDD

Date
8.31.2021

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6A

CHANGE ORDER NO. 4

Date of Issuance: _____ Effective Date: _____

Project: Irrigation Improvements	District: West Port Community Development District	District's Contract No.:
Contract: Agreement Between the West Port Community Development District and O'Donnell Landscapes, Inc., for Installation of Irrigation Improvements		Date of Contract: December 2, 2020
Contractor: O'Donnell Landscapes, Inc.		Architect's/Engineer's Project No.:

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

Description: **Rev for Mainline Pricing - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$184,731.50

Increase/Decrease from prior Change Orders:

\$434,104.42

Contract Price prior to this Change Order:

\$618,835.92

Increase/Decrease of this Change Order:

\$155,801.00

Contract Price incorporating this Change Order:

\$774,636.92

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

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 AND
CONSULTING, LLC
DISTRICT ENGINEER

By: _____

Title: **DISTRICT ENGINEER**

Date: **8/3/21**

ACCEPTED:
WEST PORT COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Title: **CHAIRMAN**

Date: **8-3-2021**

ACCEPTED:
O'DONNELL LANDSCAPES, INC.

By: _____

Title: **PRES.**

Date: **8-4-21**

EXHIBIT A

O'DONNELL LANDSCAPES, INC.

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188
www.ODonnellLandscapes.com

Preliminary Budget Estimate

PROJECT: West Port Community Development District

The Isles and The Hammocks at West Port - PHASE 1

Irrigation infrastructure

2155 Centennial Blvd
Port Charlotte, FL 33953

Kolter Land Partners

Paul Martin

pmartin@kolter.com

DATE: 07/28/21

REV for mainline pricing

Description	Specification	Qty	Unit P	S.Total
PHASE 2 THE HAMMOCKS				
6" Service Line Class 200 Purple Gasket 522C Per Ln Ft		2620	12	\$ 31,440.00
4" Service Line Class 200 Purple Gasket 522C Per Ln Ft		2750	6	\$ 16,500.00
2.5" Service Line Extension: 2.5" class 200 PVC Solvent Weld Purple Pipe				
with SCH 80 PVC fittings 30" +/- depth Each		750	3.75	\$ 2,812.50
Residential Units Irrigation Service POC Assembly				
2" Gate Valve in 10" round Box with 2-Wire loop Optional		49	300	\$ 14,700.00
Common Areas Service POC & stub out Assembly Ea				
2" Gate Valve in 10" round Box with 2-Wire loop Optional		8	300	\$ 2,400.00
Irrigation Service Line Isolation Valve		6	500	\$ 3,000.00
POC Flange Connection		8	300	\$ 2,400.00
Wire 120% of all Mainline	6,120 Ln Ft total	7344	1	\$ 7,344.00
3 Master Clocks Phase 1 (Possibly only need 2)		2	7500	\$ 15,000.00
Sleeves By Others				
	Subtotal The Hammocks			\$ 95,596.50
PHASE 2 THE ISLES				
6" Service Line Class 200 Purple Gasket 522C Per Ln Ft		2080	12	\$ 24,960.00
4" Service Line Class 200 Purple Gasket 522C Per Ln Ft		1350	6	\$ 8,100.00
2.5" Service Line Extension: 2.5" class 200 PVC Solvent Weld Purple Pipe				
with SCH 80 PVC fittings 30" +/- depth Each		430	3.75	\$ 1,612.50
Residential Units Irrigation Service POC Assembly				
2" Gate Valve in 10" round Box with 2-Wire loop Optional		25	300	\$ 7,500.00
Common Areas Service POC & stub out Assembly Ea				
2" Gate Valve in 10" round Box with 2-Wire loop Optional		5	300	\$ 1,500.00
Irrigation Service Line Isolation Valve		4	500	\$ 2,000.00
POC Flange Connection		8	300	\$ 2,400.00
Wire 120% of all Mainline	3,860 Ln Ft Total	4632	1	\$ 4,632.00
2 Master Clocks Phase 1 (Possibly only need 1)		1	7500	\$ 7,500.00
Sleeves By Others				
	Subtotal The Isles			\$ 60,204.50
	Lump Sum Total			\$ 155,801.00

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6B

CHANGE ORDER NO. 6

Date of Issuance: _____ Effective Date: _____

Project: West Port Pods B & H	District: West Port Community Development District	District's Contract No.:
Contract: Contractor Agreement (Assigned to the District on April 3, 2020)		Date of Contract: October 9, 2019
Contractor: Stark Sullen Grading, Inc.		Architect's/Engineer's Project No.:

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

Description: **Addition of Irrigation Master Service System - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$512,332.05

Increase/Decrease from prior Change Orders:

\$3,994,215.33

Contract Price prior to this Change Order:

\$4,506,547.38

Increase/Decrease of this Change Order:

(\$132,904.98)

Contract Price incorporating this Change Order:

\$4,373,642.40

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 AND CONSULTING, LLC
DISTRICT ENGINEER

By: _____

Title: DISTRICT ENGINEER

Date: 10/12/20

ACCEPTED:
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____

Title: CHAIRMAN

Date: 10-15-2020

ACCEPTED:
STARK SULLEN GRADING, INC.

By: _____

Title: President

Date: 10/12/20

EXHIBIT A



9690 Bayshore Road
North Fort Myers, FL 33907

DATE: 10/2/2020

Change Order #6 Proposal

SUBMITTED TO:

West Port Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL

PROJECT:

West Port Pods B&H

Summary & Description of Change Order Request:

Removal of material from contract.

POD B	EST QTY	UNIT	UNIT PRICE	AMOUNT
SANITARY SEWER:	1	LS		\$0.00
POTABLE WATER:	1	LS		\$0.00
DRAINAGE:	1	LS	\$ 25,485.00	\$25,485.00
POD H				
SANITARY SEWER:	1	LS	\$ 47,218.58	\$47,218.58
POTABLE WATER:	1	LS	\$ 17,990.40	\$17,990.40
DRAINAGE:	1	LS	\$ 42,211.00	\$42,211.00
			TOTAL:	\$132,904.98

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above proposal involving extra costs, will be executed only upon written authorization, and a cost adjustment will become necessary to the



Stark Sullen, President

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6C

CHANGE ORDER NO. 8

Date of Issuance: _____ Effective Date: _____

Project: West Port Pods B & H	District: West Port Community Development District	District's Contract No.:
Contract: Contractor Agreement (Assigned to the District on April 3, 2020)		Date of Contract: October 9, 2019
Contractor: Stark Sullen Grading, Inc.		Architect's/Engineer's Project No.:

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

Description: **See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$512,332.05

Increase/Decrease from prior Change Orders:

\$3,637,803.48

Contract Price prior to this Change Order:

\$4,150,135.53

Increase/Decrease of this Change Order:

\$1,532,255.51

Contract Price incorporating this Change Order:

\$5,682,391.04

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 AND
CONSULTING, LLC
DISTRICT ENGINEER

By: _____

Title: **DISTRICT ENGINEER**

Date: **2/8/21**

ACCEPTED:
WEST PORT COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Title: **CHAIRMAN**

Date: **02-08-2021**

ACCEPTED:
STARK SULLEN GRADING, INC.

By: _____

Title: **President**

Date: **2/12/21**

EXHIBIT A



PROPOSAL
FOR
WEST PORT PODS B AND H
PHASE 2

2/5/20

POD B PHASE 2				
ITEM	QTY	UNIT	UNIT PRICE	TOTAL
SITWORK				
BOND (3%)	1	LS	\$ 13,169.76	\$ 13,169.76
12" STABILIZED SUBGRADE	5,325	SY	\$ 2.44	\$ 12,993.00
6" LBR100 BASE	4,570	SY	\$ 9.20	\$ 42,044.00
1" TYPE S-I (1ST LIFT)	4,570	SY	\$ 5.44	\$ 24,860.80
1" TYPE S-III (2ND LIFT)	4,570	SY	\$ 5.44	\$ 24,860.80
24" VALLEY GUTTER	3,600	LF	\$ 10.38	\$ 37,368.00
FINAL GRADE (ROW)	1	LS	\$ 27,000.00	\$ 27,000.00
SOD (BAHIA)	3,525	SY	\$ 2.75	\$ 9,693.75
HAY & SEED	7.90	AC	\$ 1,333.33	\$ 10,533.31
SIGNING & MARKING	1	LS	\$ 2,450.00	\$ 2,450.00
			SUB TOTAL	\$ 204,973.41
SANITARY SEWER				
TIE INTO EXISTING MANHOLE	2	EA	\$ 4,500.00	\$ 9,000.00
SANITARY MANHOLE (0 - 6)	2	EA	\$ 5,800.00	\$ 11,600.00
SANITARY MANHOLE (6 - 8)	2	EA	\$ 6,250.00	\$ 12,500.00
8" SDR 26 (0 - 6)	275	LF	\$ 27.48	\$ 7,557.00
8" SDR 26 (6 - 8)	853	LF	\$ 31.87	\$ 27,185.11
8" SDR 26 (8 - 10)	162	LF	\$ 41.48	\$ 6,719.76
6" SINGLE SERVICE W/ CO ASSY	6	EA	\$ 781.21	\$ 4,687.26
6" DOUBLE SERVICE W/ CO ASSY	19	EA	\$ 851.52	\$ 16,178.88
TESTING AND TV SEWER (ONE TIME)	1	LS	\$ 4,800.00	\$ 4,800.00
			SUB TOTAL	\$ 100,228.01
POTABLE WATER				
CONNECT TO EXISTING WM	2	EA	\$ 3,460.00	\$ 6,920.00
6" C900 DR 18	1100	LF	\$ 18.77	\$ 20,647.00
FIRE HYDRANT ASSEMBLY	2	EA	\$ 4,650.00	\$ 9,300.00
6" MJ GATE VALVE	1	EA	\$ 1,325.00	\$ 1,325.00
SINGLE WATER SERVICE	17	EA	\$ 807.03	\$ 13,719.51
DOUBLE WATER SERVICE	13	EA	\$ 933.60	\$ 12,136.80
TESTING & BACT'S	1	LS	\$ 5,400.00	\$ 5,400.00
			SUB TOTAL	\$ 69,448.31
DRAINAGE				
12" ADS	365	LF	\$ 32.00	\$ 11,680.00
15" RCP	18	LF	\$ 45.00	\$ 810.00
18" RCP	135	LF	\$ 48.50	\$ 6,547.50
24" RCP	308	LF	\$ 66.80	\$ 20,574.40
TIE INTO EX INLET	3	EA	\$ 1,600.00	\$ 4,800.00
GRATE INLET	3	EA	\$ 3,200.00	\$ 9,600.00
VALLEY GUTTER INLET	4	EA	\$ 5,441.00	\$ 21,764.00
INLET PROTECTION	7	EA	\$ 248.00	\$ 1,736.00
			SUB TOTAL	\$ 77,511.90
POD B PHASE 2 TOTAL				\$ 452,161.63



**PROPOSAL
FOR
WEST PORT PODS B AND H
PHASE 2**

2/5/2021

POD H PHASE 2				
ITEM	QTY	UNIT	UNIT PRICE	TOTAL
SITework				
BOND (3%)	1	LS	\$ 31,459.05	\$ 31,459.05
12" STABILIZED SUBGRADE	11,162	SY	\$ 2.91	\$ 32,481.42
6" LBR100 BASE	10,171	SY	\$ 9.45	\$ 96,115.95
1' TYPE S-I (1ST LIFT)	10,171	SY	\$ 5.44	\$ 55,330.24
1' TYPE S-III (2ND LIFT)	10,171	SY	\$ 5.44	\$ 55,330.24
24" VALLEY GUTTER	7,161	LF	\$ 10.38	\$ 74,331.18
FINAL GRADE (ROW)	1	LS	\$ 53,250.00	\$ 53,250.00
SOD (BAHIA)	7,445	SY	\$ 2.75	\$ 20,473.75
HAY & SEED	17.65	AC	\$ 1,333.33	\$ 23,533.27
SIGNING & MARKING	1	LS	\$ 3,200.00	\$ 3,200.00
			SUB TOTAL	\$ 445,505.10
SANITARY SEWER				
CONNECT TO EXISTING MH	3	EA	\$ 3,620.00	\$ 10,860.00
SANITARY MANHOLE (0 - 6)	4	EA	\$ 5,316.00	\$ 21,264.00
SANITARY MANHOLE (6 - 8)	4	EA	\$ 6,270.00	\$ 25,080.00
SANITARY MANHOLE (8 - 10)	2	EA	\$ 7,675.00	\$ 15,350.00
SANITARY MANHOLE (10 - 12)	1	EA	\$ 9,680.00	\$ 9,680.00
8" SDR 26 (0 - 6)	197	LF	\$ 29.70	\$ 5,850.90
8" SDR 26 (6 - 8)	1,038	LF	\$ 39.20	\$ 40,689.60
8" SDR 26 (8 - 10)	896	LF	\$ 52.30	\$ 46,860.80
8" SDR 26 (10 - 12)	556	LF	\$ 64.20	\$ 35,695.20
8" SDR 26 (12 - 14)	277	LF	\$ 80.66	\$ 22,342.82
6" SINGLE SERVICE W/ CO ASSY	7	EA	\$ 825.60	\$ 5,779.20
6" DOUBLE SERVICE W/ CO ASSY	43	EA	\$ 990.20	\$ 42,578.60
TESTING AND TV SEWER (ONE TIME)	1	LS	\$ 10,407.00	\$ 10,407.00
			SUB TOTAL	\$ 292,438.12
POTABLE WATER				
CONNECT TO EXISTING WATERMAIN	3	EA	\$ 2,490.00	\$ 7,470.00
6" C900 DR 18	2965	LF	\$ 19.05	\$ 56,483.25
6" DIP	40	LF	\$ 41.62	\$ 1,664.80
FIRE HYDRANT ASSEMBLY	3	EA	\$ 4,744.00	\$ 14,232.00
6" MJ GATE VALVE	7	EA	\$ 1,325.00	\$ 9,275.00
SINGLE WATER SERVICES	21	EA	\$ 862.89	\$ 18,120.69
DOUBLE WATER SERVICES	24	EA	\$ 996.22	\$ 23,909.28
SINGLE WATER SERVICES (16" MAIN)	15	EA	\$ 460.00	\$ 6,900.00
DOUBLE WATER SERVICES (16" MAIN)	11	EA	\$ 680.00	\$ 7,480.00
TESTING & BACT'S	1	LS	\$ 7,210.00	\$ 7,210.00
			SUB TOTAL	\$ 152,745.02
DRAINAGE				
15" RCP	18	LF	\$ 42.50	\$ 765.00
18" RCP	135	LF	\$ 50.08	\$ 6,760.80
24" RCP	308	LF	\$ 68.40	\$ 21,067.20
30" RCP	308	LF	\$ 96.28	\$ 29,654.24
36" RCP	308	LF	\$ 113.80	\$ 35,050.40
TIE INTO EX INLET	4	EA	\$ 1,600.00	\$ 6,400.00
GRATE INLET	6	EA	\$ 3,780.00	\$ 22,680.00
VALLEY GUTTER INLETS	12	EA	\$ 5,441.00	\$ 65,292.00
INLET PROTECTION	7	EA	\$ 248.00	\$ 1,736.00
			SUB TOTAL	\$ 189,405.64
POD H PHASE 2 TOTAL				\$ 1,080,093.88



PROPOSAL
FOR
WEST PORT PODS B AND H
PHASE 2

PODS B & H PHASE 2 GRAND TOTAL \$ 1,532,755.51

Stark Sullen Grading, Inc.
9890 Bayshore Road
North Fort Myers, FL 33917
Phone (239) 887-1555 Fax (239) 303-9753

EXCLUSIONS:

- Surveying services
- Geotechnical testing
- Landscaping
- Sod only on drainage easements on residential lots and back of curb
- Unsuitable material removal and replacement with clean fill
- Right-of-way permit
- Construction area perimeter fence
- Easement coordination
- Erosion control monitoring and/or testing
- Retaining wall
- Sidewalk in front of single family lots

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6D

CHANGE ORDER NO.13

Date of Issuance:	April 8, 2021		Effective Date:	April 8, 2021	
Project:	West Port Pods B & H	District:	West Port Community Development District	District's Contract No.	
Contract:	Contractor Agreement (Assigned to the District on April 3, 2020)			Date of Contract: October 9, 2019	
Contractor:	Stark Sullen Grading, Inc.			Architect/Engineer's Project No.	

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

Description: See Exhibit A attached hereto.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract	Working Days Calendar Days
\$ 512,332.05		Times:	Substantial completion (days or date): Ready for final payment (days or date):
Increase/Decrease from prior Change Orders:		Increase/Decrease from previously approved Change Orders	No. _____ to No. _____
\$ 5,179,049.47			Substantial completion (days or date): Ready for final payment (days or date):
Contract Price prior to the Change Order:		Contract Times prior to this Change Order:	
\$ 5,691,381.52			Substantial completion (days or date): Ready for final payment (days or date):
Increase/Decrease of this Change Order:		Increase/Decrease of this Change Order:	
\$ (209,342.32)			Substantial completion (days or date): Ready for final payment (days or date):
Contract Price Incorporating the Change Order:		Contract Times with all approved Change Orders:	
\$ 5,482,039.20			Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING AND
CONSULTING, LLC
DISTRICT ENGINEER
By: [Signature]
Title: District Engineer
Date: 4/15/21

ACCEPTED:
WEST PORT COMMUNITY
DEVELOPMENT DISTRICT
By: [Signature]
Title: Chairman
Date: 4-16-21

ACCEPTED:
STARK SULLEN GRADING, INC.
By: [Signature]
Title: President
Date: 04/12/21

STARK SULLEN GRADING, INC.
CHANGE ORDER #13 BACKUP
POD B & H - PHASE 2
DEDUCTION FOR MATERIALS PURCHAED - MAR 2021

POD H - PHASE 2		
SANITARY		
FERGUSON	\$ (6,272.06)	
FERGUSON	(95.43)	
FERGUSON	(22,871.52)	
FERGUSON	(4,392.50)	
FERGUSON	1,118.00	
FERGUSON	(78.00)	
FERGUSON	(78.00)	
FERGUSON	(86.50)	
FERGUSON	(78.00)	
FERGUSON	(84.36)	
FERGUSON	(91.75)	
FERGUSON	(218.28)	
FERGUSON	(208.18)	
FERGUSON	(553.21)	
OLDCASTLE	(9,881.00)	
OLDCASTLE	(12,494.00)	
OLDCASTLE	(9,948.00)	
	SUBTOTAL	\$ (66,312.79)
WATERLINE		
FERGUSON	(55.00)	
FERGUSON	(12,306.21)	
FERGUSON	(1,989.10)	
FERGUSON	(15,641.88)	
FERGUSON	(139.92)	
FERGUSON	(210.07)	
FERGUSON	(104.74)	
FERGUSON	(78.00)	
FERGUSON	(918.23)	
FERGUSON	(173.26)	
FERGUSON	(348.36)	
FERGUSON	(540.24)	
FERGUSON	(175.71)	
FERGUSON	(14.00)	
FERGUSON	(54.26)	
FERGUSON	(78.00)	
FERGUSON	(16.50)	
FERGUSON	(17,727.60)	

	SUBTOTAL	(50,571.08)
DRAINAGE		
FERGUSON	\$ (588.00)	
FERGUSON	(571.00)	
FERGUSON	(2,435.90)	
FERGUSON	(668.54)	
OLDCASTLE	(8,953.00)	
OLDCASTLE	(8,208.00)	
OLDCASTLE	(6,363.00)	
OLDCASTLE	(4,170.00)	
OLDCASTLE	(2,052.00)	
FORTERRA	(56,393.00)	
	SUBTOTAL	(90,402.44)
	TOTAL POD H - PHASE 2	\$ (207,286.31)
POD B - PHASE 2		
DRAINAGE		
FERGUSON	\$ (2,584.00)	
	SUBTOTAL	(2,584.00)
CDD IRRIGATION		
FERGUSON	\$ (33.27)	
FERGUSON	(66.54)	
FERGUSON	(110.20)	
FERGUSON - CREDIT	738.00	
	SUBTOTAL	527.99
	TOTAL POD B - PHASE 2	\$ (2,056.01)
	TOTAL CHANGE ORDER #13	\$ (2,584.00)

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6 E

CHANGE ORDER NO.14

Date of issuance:	4128/2021	Effective Date:	April 12, 2021
Project:	West Port Pods B & H	District:	West Port Community Development District
Contract:	Contractor Agreement (Assigned to the District on April 3, 2020)		District's Contract No.
Contractor:	Stark Sullen Grading, Inc.		Date of Contract: October 9, 2019
			Architect/Engineer's Project No.

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

Description: See Exhibit A attached hereto.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:		
Original Contract Price:		Original Contract	Working Days	Calendar Days
\$ 512,332.05		Times:		
			Substantial completion (days or date):	
			Ready for final payment (days or date):	
Increase/Decrease from prior Change Orders:		Increase/Decrease from previously approved Change Orders		
\$ 5,059,787.12		No. _____ to No. _____		
			Substantial completion (days or date):	
			Ready for final payment (days or date):	
Contract Price prior to the Change Order:		Contract Times prior to this Change Order:		
\$ 5,482,039.20			Substantial completion (days or date):	
			Ready for final payment (days or date):	
Increase/Decrease of this Change Order:		Increase/Decrease of this Change Order:		
\$ 116,062.10			Substantial completion (days or date):	
			Ready for final payment (days or date):	
Contract Price Incorporating the Change Order:		Contract Times with all approved Change Orders:		
\$ 5,598,101.30			Substantial completion (days or date):	
			Ready for final payment (days or date):	

RECOMMENDED BY:
MORRIS ENGINEERING AND
CONSULTING, LLC
DISTRICT ENGINEER

By: [Signature]

Title: DISTRICT ENGINEER

Date: 4/15/21

ACCEPTED:
WEST PORT COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]

Title: CHAIRMAN

Date: 4-16-21

ACCEPTED:
STARK SULLEN GRADING, INC.

By: [Signature]

Title: President

Date: 04/12/21

STARK SULLEN GRADING, INC.
CHANGE ORDER #14 BACKUP
POD H - PHASE 2
EXTEND MANHOLE #12-SANITARY and WATERLINE

ITEM NO.	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	AMOUNT
I	SANITARY				
I-1A	BOND (3%)	1	LS	3,380.00	\$ 3,380.00
I-1	8" DR 26 (0-6)	268.0	LF	29.70	7,959.60
I-2	8" DR 26 (6-8)	268.0	LF	39.20	10,505.60
I-3	SANITARY MANHOLE (0-6)	2.0	EA	5,316.00	10,632.00
I-4	DOUBLE SERVICE W/ CO	6.0	EA	990.20	5,941.20
I-5	SINGLE SERVICE W/CO	1	EA	825.60	825.60
I-6	TV AND TESTING	1	EA	2,600.00	2,600.00
				SUBTOTAL	\$ 41,844.00
	WATERLINE				
I-7	6" DR 18 PVC WATERLINE	985	LF	19.05	\$ 18,764.25
I-8	6" DIP WATERLINE	40	LF	41.62	1,664.80
I-9	6" MJ GATE VALVE	2	EA	1,325.00	2,650.00
I-10	FIRE HYDRANT ASSY	1	EA	4,744.00	4,744.00
I-11	TIE INTO EXISTING 6"	1	EA	2,490.00	2,490.00
I-12	TIE INTO EXISTING 8"	1	EA	3,200.00	3,200.00
I-13	SINGLE WATER SERVICE	9	EA	862.89	7,766.01
I-14	DOUBLE WATER SERVICE	8	EA	996.22	7,969.76
I-15	TESTING AND BACTS	1	EA	1,600.00	1,600.00
				SUBTOTAL	\$ 50,848.82
	ROADWAY - SUB AND LR FOR SEWER INSP.				
I-16	12" STABILIZED SUBGRADE	1958	SY	2.91	\$ 5,697.78
I-17	6" LIMEROCK BASE	1870	SY	9.45	17,671.50
				SUBTOTAL	\$ 23,369.28
	GRAND TOTAL				\$ 116,062.10

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6F

CHANGE ORDER NO.15

Data of Issuance: <u>4/28/2021</u>		Effective Date: <u>April 12, 2021</u>	
Project: <u>West Port Pods B & H</u>	District: <u>West Port Community Development District</u>	District's Contract No.	
Contract: <u>Contractor Agreement (Assigned to the District on April 3, 2020)</u>		Date of Contract: <u>October 9, 2019</u>	
Contractor: <u>Stark Sullen Grading, Inc.</u>		Architect/Engineer's Project No.	

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

Description: See Exhibit A attached hereto.
 Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:		
Original Contract Price:		Original Contract	Working Days	Calendar Days
\$ 512,332.05		Times:		
		Substantial completion (days or date):		
		Ready for final payment (days or date):		
Increase/Decrease from prior Change Orders:		Increase/Decrease from previously approved Change Orders		
\$ 5,059,787.12		No. _____ to No. _____		
		Substantial completion (days or date):		
		Ready for final payment (days or date):		
Contract Price prior to the Change Order:		Contract Times prior to this Change Order:		
\$ 5,598,101.30		Substantial completion (days or date):		
		Ready for final payment (days or date):		
Increase/Decrease of this Change Order:		Increase/Decrease of this Change Order:		
\$ (26,754.78)		Substantial completion (days or date):		
		Ready for final payment (days or date):		
Contract Price Incorporating the Change Order:		Contract Times with all approved Change Orders:		
\$ <u>5,571,346.52</u>		Substantial completion (days or date):		
		Ready for final payment (days or date):		

RECOMMENDED BY:
 MORRIS ENGINEERING AND
 CONSULTING, LLC
 DISTRICT ENGINEER
 By: [Signature]
 Title: DISTRICT ENGINEER
 Date: 4/15/21

ACCEPTED:
 WEST PORT COMMUNITY
 DEVELOPMENT DISTRICT
 By: [Signature]
 Title: CHAIRMAN
 Date: 4-16-21

ACCEPTED:
 STARK SULLEN GRADING, INC.
 By: [Signature]
 Title: President
 Date: 04/12/21

STARK SULLEN GRADING, INC.
CHANGE ORDER #15 BACKUP
POD H - PHASE 2
DEDUCTION FOR MATERIALS PURCHAED - MANHOLE #12 EXTENSION

POD H - PHASE 2 - MANHOLE #12 EXT		
SANITARY		
FERGUSON	\$ (4,939.99)	
FERGUSON	\$ (4,990.00)	
	SUBTOTAL	\$ (9,929.99)
WATERLINE		
FERGUSON	\$ (4,792.00)	
FERGUSON	(128.70)	
FERGUSON	(11,904.09)	
	SUBTOTAL	(16,824.79)
POD H - PHASE 2 - MANHOLE #12 EXT-TOTAL		\$ (26,754.78)

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6G

CHANGE ORDER NO. 17

Date of Issuance: _____ Effective Date: _____

Project: West Port Pods B & H	District: West Port Community Development District	District's Contract No.:
Contract: Contractor Agreement (Assigned to the District on April 3, 2020)		Date of Contract: October 9, 2019
Contractor: Stark Sullen Grading, Inc.		Architect's/Engineer's Project No.:

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

Description: **Sitework Proposal for East Landings at Westport - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$512,332.05

Increase/Decrease from prior Change Orders:

\$5,049,875.62

Contract Price prior to this Change Order:

\$5,562,207.67

Increase/Decrease of this Change Order:

\$1,417,547.24

Contract Price incorporating this Change Order:

\$6,979,754.91

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 AND
CONSULTING, LLC
DISTRICT ENGINEER

By: _____

Title: District Engineer

Date: 5/17/21

ACCEPTED:
WEST PORT COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Title: Chairman

Date: 5/17/21

ACCEPTED:
STARK SULLEN GRADING, INC.

By: _____

Title: President

Date: 05/17/21

EXHIBIT A



SITWORK PROPOSAL FOR
EAST LANDINGS AT WESTPORT

4/30/2021

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
I	ROADWAY, CURB & SIDEWALK				
I-1	BOND (3%)	1	LS	\$ 41,287.78	\$ 41,287.78
I-2	1" ASPHALTIC CONCRETE (TYPE S-BD) - 1ST LIFT	10,570	SY	\$ 6.10	\$ 64,477.00
I-3	1" ASPHALTIC CONCRETE (TYPE S-BD) - 2ND LIFT	10,570	SY	\$ 6.10	\$ 64,477.00
I-4	6" LIMESTONE BASE (COMPACTED AND PRIMED)	10,570	SY	\$ 9.85	\$ 104,114.50
I-5	12" STABILIZED SUBGRADE	10,570	SY	\$ 2.91	\$ 30,758.70
I-6	2' VALLEY GUTTER	3,248	LF	\$ 10.38	\$ 33,714.24
I-7	5' SIDEWALK	3,286	SY	\$ 34.50	\$ 113,367.00
I-8	DUMPSTER PADS	2	EA	\$ 3,600.00	\$ 7,200.00
I-9	ROUGH GRADING - BALANCE SITE	1	LS	\$ 49,900.00	\$ 49,900.00
I-10	FINAL GRADE ROW	1	LS	\$ 21,200.00	\$ 21,200.00
I-11	SOD 2' STRIP BOC	6,600	SF	\$ 0.26	\$ 1,716.00
I-12	HAY & SEED	8	AC	\$ 1,335.00	\$ 10,680.00
I-13	SIGNING & MARKING	1	LS	\$ 28,600.00	\$ 28,600.00
				SUB-TOTAL:	\$ 571,491.22
II	SANITARY SEWER				
II-1	CORE BORE EXISTING MH - TIE IN 14-16'	1	EA	\$ 9,855.00	\$ 9,855.00
II-2	FPL HOLD POWER POLE	1	EA	\$ 10,000.00	\$ 10,000.00
II-3	8" DR 26 (0-6)	203	EA	\$ 34.40	\$ 6,983.20
II-4	8" DR 26 (6-8)	786	EA	\$ 41.20	\$ 32,383.20
II-5	8" DR 26 (8-10)	500	EA	\$ 59.50	\$ 29,750.00
II-6	8" DR 26 (10-12)	260	EA	\$ 71.60	\$ 18,616.00
II-7	8" DR 26 (12-14)	481	EA	\$ 84.00	\$ 40,404.00
II-8	8" DR 26 (14-16)	295	EA	\$ 110.30	\$ 32,538.50
II-9	SANITARY MANHOLE (0 - 6)	1	EA	\$ 5,580.00	\$ 5,580.00
II-10	SANITARY MANHOLE (6 - 8')	4	EA	\$ 6,580.00	\$ 26,320.00
II-11	SANITARY MANHOLES (8 - 10)	2	EA	\$ 8,200.00	\$ 16,400.00
II-12	SANITARY MANHOLES (10-12)	3	EA	\$ 8,600.00	\$ 25,800.00
II-13	SANITARY MANHOLES (12-14)	2	EA	\$ 10,100.00	\$ 20,200.00
II-14	SANITARY MANHOLES (14-16)	2	EA	\$ 11,800.00	\$ 23,600.00
II-15	SINGLE SERVICE W/CO	21	EA	\$ 936.00	\$ 19,656.00
II-16	DOUBLE SERVICE W/CO	74	EA	\$ 1,042.00	\$ 77,108.00
II-17	TESTING AND TV SEWER (ONE TIME)	1	LS	\$ 16,200.00	\$ 16,200.00
				SUB-TOTAL:	\$ 411,393.90
III	POTABLE WATER / FIRE				
III-1	CONNECT TO EXISTING WATERLINE	2	EA	\$ 2,490.00	\$ 4,980.00
III-2	6" PVC C900 DR18 WATERLINE	310	LF	\$ 21.80	\$ 6,758.00
III-3	8" PVC C900 DR 18 WATERLINE	2000	LS	\$ 30.10	\$ 60,200.00
III-4	8" DIP WATERLINE	20	LS	\$ 50.70	\$ 1,014.00
III-5	FIRE HYDRANT ASSEMBLY W 6" GATE VALVE	4	EA	\$ 5,515.00	\$ 22,060.00
III-6	6" MJ GATE VALVES	2	EA	\$ 1,601.00	\$ 3,202.00
III-7	8" MJ GATE VALVES	5	EA	\$ 1,860.00	\$ 9,300.00
III-8	SINGLE WATER SERVICES	18	EA	\$ 940.00	\$ 16,920.00
III-9	DOUBLE WATER SERVICES	77	EA	\$ 990.00	\$ 76,230.00
III-10	3/4" RED PRESSURE BACKFLOW DEVICES	172	EA	\$ 520.00	\$ 89,440.00
III-11	PERMANENT BO ASSY	2	EA	\$ 2,460.00	\$ 4,920.00
III-12	TESTING & BACTS,	1	LS	\$ 9,600.00	\$ 9,600.00
				SUB-TOTAL:	\$ 384,624.00



SITEWORK PROPOSAL FOR EAST LANDINGS AT WESTPORT

4/30/2021

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
IV	DRAINAGE				
IV-1	12" ADS	570	LF	\$ 42.50	\$ 24,225.00
IV-2	18" RCP	558	LF	\$ 50.08	\$ 27,944.64
IV-3	24" RCP	0	LF	\$ 68.40	\$ -
IV-4	30" RCP	191	LF	\$ 96.28	\$ 18,389.48
IV-5	18" PIPE END SECTION	1	LF	\$ 2,974.00	\$ 2,974.00
IV-6	YARD DRAINS	13	EA	\$ 1,600.00	\$ 20,800.00
IV-7	GRATE INLETS	6	EA	\$ 3,780.00	\$ 22,680.00
IV-8	CONTROL STRUCTURE #AZR-8	1	EA	\$ 9,800.00	\$ 9,800.00
IV-9	INLET PROTECTION	13	EA	\$ 248.00	\$ 3,224.00
				SUB-TOTAL:	\$ 130,037.12
				BID TOTAL:	\$ 1,417,547.24

Stank Sullen Grading, Inc.
 9890 Bayside Road
 North Fort Myers, FL 33917
 Phone (239) 887-1555 Fax (239) 303-9753

EXCLUSIONS:

- Survey
- Geotechnical testing
- Landscaping, seed & sod except where identified
- Unsuitable material removal and replacement with clean fill
- Lighting or light pole relocation coordination
- Electrical pads or conduit
- Construction area perimeter fence
- FPL easement coordination
- Controlled access gates and all components
- Trash compactor pad, enclosure, enclosure ramp and rails and compactor electrical coordination
- Bollards
- Monument sign(s)
- Temporary signing and marking
- Erosion control monitoring
- Amenity landscape features (fire pit area, pickleball courts, pool deck, etc) and shade structures

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6H

CHANGE ORDER NO. 19

Date of Issuance: _____ Effective Date: _____

Project: West Port Pods B & H	District: West Port Community Development District	District's Contract No.:
Contract: Contractor Agreement (Assigned to the District on April 3, 2020)		Date of Contract: October 9, 2019
Contractor: Stark Sullen Grading, Inc.		Architect's/Engineer's Project No.:

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

Description: **Sitework Proposal for 24" Waterline SR776 and Sitework Proposal for Reuse Meter Assembly - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$512,332.05	Original Contract Working days Calendar days Times: Substantial completion (days or date): Ready for final payment (days or date):
Increase/Decrease from prior Change Orders: \$9,142,035.80	Increase/Decrease from previously approved Change Orders No. _____ to No. _____ : Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$9,654,367.85	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: \$462,637.00	Increase/Decrease of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: \$10,117,004.85	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING AND
CONSULTING, LLC
DISTRICT ENGINEER

By: _____

Title: _____

Date: 8/5/21

ACCEPTED:
WEST PORT COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Title: _____

Date: 8-6-2021

ACCEPTED:
STARK SULLEN GRADING, INC.

By: _____

Title: President

Date: 8/12/21

EXHIBIT A



SITWORK PROPOSAL FOR
24" WATERLINE SR776

8/2/2021

IV	POTABLE WATER / FIRE				
IV-1	MOT	1	EA	\$ 3,650.00	\$ 3,650.00
IV-2	CONNECT TO EXISTING WATERLINE	1	EA	\$ 4,850.00	\$ 4,850.00
IV-3	24" C900 PVC WATERLINE W/ FTGS & JT REST	1000	LF	\$ 239.40	\$ 239,400.00
IV-4	24" MJ GATE VALVES W/ BOX	2	LS	\$ 21,520.00	\$ 43,040.00
IV-5	BLOW OFF ASSY	1	LS	\$ 7,852.00	\$ 7,852.00
IV-6	TESTING AND BACTS	1	EA	\$ 5,380.00	\$ 5,380.00
IV-7	REMOVE AND RE INSTALL 5' SIDEWALK	5000	SF	\$ 6.20	\$ 31,000.00
IV-8	GRADING BERM SWALE	1	EA	\$ 3,800.00	\$ 3,800.00
IV-9	SOD	25000	SF	\$ 0.32	\$ 8,000.00
				BID TOTAL	\$ 346,972.00

Stark Sullen Grading, Inc.
9890 Baysboro Road
North Fort Myers, FL 33917
Phone (239) 887-1555 Fax (239) 303-9753

EXCLUSIONS:

- Survey
- Geotechnical testing
- Landscape removal and replacement
- Unsuitable material removal and replacement with clean fill
- Lighting or light pole relocation coordination
- Electrical pads or conduit
- Construction area perimeter fence
- FPL easement coordination
- Temporary signing and marking
- Erosion control monitoring

CONTINUED ON NEXT PAGE



**SITWORK PROPOSAL FOR
REUSE METER ASSEMBLY**

8/2/2021

I	REUSE METER ASSEMBLY				
I-1	6" METER ASSY, POND DELIVERY SYSTEM, 12" STILLING WELL (METER SUPPLIED BY CCU)	1	EA	\$ 46,765.00	\$ 46,765.00
I-2	CONTROL PANEL, RTU ASSY W/ TOWER AND CONTROL PANEL, ELECTRICAL (ELECTRICAL SOURCE TO WITHIN 50')	1	EA	\$ 68,900.00	\$ 68,900.00
BID TOTAL					\$ 115,665.00

Stark Sullen Grading, Inc.
9890 Baysshore Road
North Fort Myers, FL 33917
Phone (239) 887-1555 Fax (239) 303-9753

EXCLUSIONS:

- Survey
- Geotechnical testing
- Landscape removal and replacement
- Unsuitable material removal and replacement with clean fill
- Lighting or light pole relocation coordination
- Erosion control monitoring

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

7

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2021**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 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	\$ 31,741	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,741
Investments									
Revenue	-	-	13,815	-	-	-	-	-	13,815
Reserve	-	-	192,017	194,377	265,608	-	-	-	652,002
Construction	-	-	-	-	-	31,133	3,153,320	-	3,184,453
Construction - townhomes	-	-	-	-	-	-	-	2,420,523	2,420,523
Construction - single family	-	-	-	-	-	-	-	3,811,778	3,811,778
Cost of issuance	-	-	5,752	10,003	10,000	-	-	-	25,755
Capitalized interest	-	-	63	126,392	150,392	-	-	-	276,847
Due from KLP West Port	7,158	-	-	-	-	-	-	-	7,158
Due from Forestar	12,093	-	-	-	-	-	-	-	12,093
Due from KL JAK WP	1,731	-	-	-	-	-	-	-	1,731
Utility deposit	25	-	-	-	-	-	-	-	25
Total assets	<u>\$ 52,748</u>	<u>\$ -</u>	<u>\$ 211,647</u>	<u>\$ 330,772</u>	<u>\$ 426,000</u>	<u>\$ 31,133</u>	<u>\$ 3,153,320</u>	<u>\$ 6,232,301</u>	<u>\$ 10,437,921</u>
LIABILITIES									
Liabilities:									
Accounts payable	\$ 37,751	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,751
Contracts payable	-	-	-	-	-	-	2,041,258	-	2,041,258
Retainage payable	-	-	-	-	-	40,978	403,620	84,835	529,433
Due to Developer	-	-	8,061	-	-	-	-	-	8,061
Developer advance - KL West Port	15,000	-	-	-	-	-	-	-	15,000
Total liabilities	<u>52,751</u>	<u>-</u>	<u>8,061</u>	<u>-</u>	<u>-</u>	<u>40,978</u>	<u>2,444,878</u>	<u>84,835</u>	<u>2,631,503</u>
DEFERRED INFLOWS OF RESOURCES									
Deferred receipts	20,982	-	-	-	-	-	-	-	20,982
Total deferred inflows of resources	<u>20,982</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,982</u>
FUND BALANCES									
Committed									
Debt service	-	-	203,586	330,772	426,000	-	-	-	960,358
Capital projects	-	-	-	-	-	-	708,442	6,147,466	6,855,908
Unassigned	(20,985)	-	-	-	-	(9,845)	-	-	(30,830)
Total fund balances	<u>(20,985)</u>	<u>-</u>	<u>203,586</u>	<u>330,772</u>	<u>426,000</u>	<u>(9,845)</u>	<u>708,442</u>	<u>6,147,466</u>	<u>7,785,436</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 52,748</u>	<u>\$ -</u>	<u>\$ 211,647</u>	<u>\$ 330,772</u>	<u>\$ 426,000</u>	<u>\$ 31,133</u>	<u>\$ 3,153,320</u>	<u>\$ 6,232,301</u>	<u>\$ 10,437,921</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 8,026	0%
Landowner contribution - KL West Port	25,441	150,818	269,932	56%
Landowner contribution - Forestar	-	31,446	100,136	31%
Landowner contribution - KL JAX WP	6,155	24,933	65,306	38%
Lot closing	-	8,506	-	N/A
Total revenues	<u>31,596</u>	<u>215,703</u>	<u>443,400</u>	49%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,292	-	N/A
Management/accounting/recording	4,000	40,000	48,000	83%
Legal	3,986	35,386	25,000	142%
Engineering	675	1,650	3,500	47%
Audit	3,000	3,000	4,200	71%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	833	1,000	83%
Trustee	-	3,500	3,500	100%
Trustee - Series 2020	667	667	-	N/A
Trustee - Series 2021	250	250	-	N/A
Telephone	17	167	200	84%
Postage	8	64	500	13%
Printing & binding	42	417	500	83%
Legal advertising	106	3,848	1,200	321%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	27	500	500	100%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	200	105%
Total professional & administrative	<u>12,861</u>	<u>97,664</u>	<u>95,430</u>	102%
Field operations (shared)				
Management	-	-	10,000	0%
Accounting	-	-	3,750	0%
Stormwater management				
Lake maintenance	1,230	8,610	20,300	42%
Preserve maintenance	-	-	3,000	0%
Streetlighting	10,462	45,319	116,880	39%
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 JULY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
Landscape maint.				
Maintenance contract	17,566	82,125	102,540	80%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	2,500	0%
Roadway maintenance	-	-	5,000	0%
Total field operations	<u>29,258</u>	<u>136,554</u>	<u>347,970</u>	39%
Total expenditures	<u>42,119</u>	<u>234,218</u>	<u>443,400</u>	53%
Excess/(deficiency) of revenues over/(under) expenditures	(10,523)	(18,515)	-	
Fund balances - beginning	(10,462)	(2,470)	-	
Fund balances - ending	<u>\$ (20,985)</u>	<u>\$ (20,985)</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 JULY 31, 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 JULY 31, 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	58	-	N/A
Total revenues	<u>5</u>	<u>13,872</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	(259,068)	(146,644)	
Fund balances - beginning	203,581	462,654	464,890	
Fund balances - ending	<u>\$ 203,586</u>	<u>\$ 203,586</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 JULY 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ 7	\$ 54	\$ -	N/A
Total revenues	<u>7</u>	<u>54</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	(380,315)	(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	330,772	320,719	
Fund balances - beginning	330,765	-	-	
Fund balances - ending	<u>\$ 330,772</u>	<u>\$ 330,772</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 JULY 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 9	\$ 13
Total revenues	9	13
EXPENDITURES		
Other fees & charges		
Underwriter's discount	-	191,200
Cost of issuance	1,750	180,200
Total other fees and charges	1,750	371,400
Total expenditures	1,750	371,400
Excess/(deficiency) of revenues over/(under) expenditures	(1,741)	(371,387)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	674,723
Premium	-	121,214
Transfers in	-	1,450
Total other financing sources	-	797,387
Net change in fund balances	(1,741)	426,000
Fund balances - beginning	427,741	-
Fund balances - ending	\$ 426,000	\$ 426,000

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year To Date
	<u> </u>	<u> </u>
REVENUES		
Landowner contribution	\$ -	\$ 10,365
Interest and miscellaneous	-	20,378
Total revenues	<u>-</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	-	(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	-	(2,706,611)
Fund balances - beginning	(9,845)	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 JULY 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 67	\$ 540
Total revenues	67	540
EXPENDITURES		
Capital outlay	2,268,063	5,534,793
Total expenditures	2,268,063	5,534,793
Excess/(deficiency) of revenues over/(under) expenditures	(2,267,996)	(5,534,253)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	6,242,695
Total other financing sources/(uses)	-	6,242,695
Net change in fund balances	(2,267,996)	708,442
Fund balances - beginning	2,976,438	-
Fund balances - ending	\$ 708,442	\$ 708,442

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED JULY 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 148	\$ 208
Total revenues	<u>148</u>	<u>208</u>
EXPENDITURES		
Capital outlay	517,252	1,476,180
Total expenditures	<u>517,252</u>	<u>1,476,180</u>
Excess/(deficiency) of revenues over/(under) expenditures	(517,104)	(1,475,972)
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	(517,104)	6,147,466
Fund balances - beginning	6,664,570	-
Fund balances - ending	<u>\$ 6,147,466</u>	<u>\$ 6,147,466</u>

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8

DRAFT

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

The Board of Supervisors of the West Port Community Development District held 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 and at 1-888-354-0094, Participant Passcode: 943 865 3730.

Present were:

Jim Harvey	Chair
Paul Martin	Assistant Secretary
Candice Smith	Assistant Secretary
Jim Manners	Assistant Secretary

Also present were:

Craig Wrathell (via telephone)	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Lauren Gentry (via telephone)	KE Law Group, PLLC
Matthew Morris	District Engineer
Jessica Friday (via telephone)	Evergreen Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 12:00 p.m. Supervisors Harvey, Martin, Smith and Manners were present, in person. Supervisor Cotter was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

A. Proof/Affidavit of Publication

The affidavit of publication was provided for informational purposes.

40 **B. Consideration of Resolution 2021-15, Relating to the Annual Appropriations and**
41 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending**
42 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
43 **Date**

44

45 **On MOTION by Mr. Harvey and seconded by Mr. Martin, with all in favor, the**
46 **Public Hearing was opened.**

47

48

49 Mr. Wrathell reviewed the Projected Fiscal Year 2022 Assessment table, on Pages 16
50 and 17 of the proposed Fiscal Year 2022 budget, and responded to questions. He discussed how
51 assessments would be applied to the bond areas

52 ➤ Assessment Area One – Series 2020, Platted Lots, On-Roll Assessments: 170 platted lots.
53 Charlotte County’s cutoff date for platted lots to be added to the tax roll was earlier than many
54 counties. While units within the CDD are responsible for shared Operation & Maintenance
55 (O&M) assessments of \$444.36, Assessment Area One was also subject to a Special Revenue
56 Fund assessment of \$357.02.

57 ➤ Assessment Area Two – Series 2020, Unplatted Lots, Landowner Contribution (GF)/Off-
58 Roll Assessments (DS): The Developer Funded portions of the assessments are subject to a
59 three-way split between the Developers and are governed by Developer Funding Agreements.

60 ➤ Assessment Area Two – Series 2020, Platted Lots, On-Roll Assessments: While all lots
61 were platted this year, only 48 lots met the deadline for the Charlotte County Property
62 Appraiser tax rolls. No Special Revenue Fund assessment was shown for these lots because the
63 CDD would contract with the Master Association to operate and maintain any neighborhood-
64 owned CDD improvements.

65 ➤ Assessment Area One - 2021 Unplatted Lots, Landowner Contribution (GF & SRF)/Off-
66 Roll Assessments: So far, all 486 units encumbered by the Series 2021 bonds were unplatted;
67 shared O&M expenses for these lots would be Developer-funded. Of the Assessment Area One
68 units encumbered by Series 2021 bonds, most units were not subject to the Special Revenue
69 Fund. Only 111 Single Family 50’ lots were subject to the Special Revenue Fund Assessment,
70 which would also be Developer-funded.

71 ➤ Future Assessment Area(s), Unplatted Lots, Landowner Contribution: The remaining 716
 72 units have not been encumbered with bond debt and O&M expenses would be funded as
 73 applicable by the Developers based on the cost share. Developer funding is subject to Deficit
 74 Funding Agreements.

75 With regard to the unplatted lots, A Board Member asked if estoppels would be
 76 calculated at time of closing. Mr. Earlywine stated that the budget included language pertaining
 77 to estoppels and estoppels were also addressed in Section 2 of the Assessments Resolution.

78 Ms. Suit presented the proposed Fiscal Year 2021 budget and reviewed Landowner
 79 contributions by KL West Port, Forestar and KL JAK WP.

80 A Board Member questioned why the 172 townhomes in Assessment Area One,
 81 encumbered by the 2021 bonds, indicated "n/a" in the 2021 Assessment per Unit column. Mr.
 82 Wrathell stated the Special Revenue Fund O&M assessment only applies to certain units.

83 Discussion ensued regarding services provided to townhome units and the O&M budget.
 84 Mr. Wrathell stated the Special Revenue Fund included landscape maintenance, plant
 85 replacement, irrigation repairs and streetlighting costs. He discussed how the Special Revenue
 86 Fund budget was developed to address Master O&M and neighborhood expenses and stated
 87 these figures may be adjusted in future years if necessary.

88 No members of the public spoke.

89

90 **On MOTION by Mr. Harvey and seconded by Mr. Martin, with all in favor, the**
 91 **Public Hearing was closed.**

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93

94 Ms. Suit presented Resolution 2021-15.

95

96 **On MOTION by Mr. Harvey and seconded by Mr. Manners, with all in favor,**
 97 **Resolution 2021-15, Relating to the Annual Appropriations and Adopting the**
 98 **Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September**
 99 **30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,**
 100 **was adopted.**

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103 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and
 Objections on the Imposition of
 Maintenance and Operation Assessments**

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to Fund the Budget for Fiscal Year 2021/2022, Pursuant to Florida Law

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On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the Public Hearing was opened.

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were provided for informational purposes.

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

Ms. Suit presented Resolution 2021-16.

No members of the public spoke.

On MOTION by Mr. Martin and seconded by Mr. Harvey, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Harvey and seconded by Mr. Manners, with all in favor, 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, was adopted.

FIFTH ORDER OF BUSINESS

Ratification of Change Orders

Ms. Suit presented the following Change Orders, which were previously executed:

A. No. 4: ET MacKenzie of Florida, Inc. [The Shores and Cove at West Port]

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On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, ET MacKenzie of Florida, Inc. Change Order No. 4, in the amount of \$91,290, was ratified.

B. No. 5: ET MacKenzie of Florida, Inc. [The Shores and Cove at West Port]

On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, ET MacKenzie of Florida, Inc. Change Order No. 5, in the amount of \$59,967, was ratified.

C. No. 4: O'Donnell Landscapes, Inc. [Irrigation Improvements]

This item was presented following the Seventh Order of Business.

SIXTH ORDER OF BUSINESS

Ratification of Authorization to Publish RFP for Street Lights

Ms. Suit presented the Request for Proposals (RFP) Package for Street Lights.

On MOTION by Ms. Smith and seconded by Mr. Harvey, with all in favor, the RFP for Street Lights and authorization to publish, were ratified.

Mr. Earlywine stated the RFP was advertised and bids are due on Friday. He suggested scheduling a meeting to consider the bids, approve the contract and order materials. Ms. Suit stated today's meeting would be continued.

SEVENTH ORDER OF BUSINESS

Ratification of Selection of KE Law Group, PLLC

• Approval of Fee Agreement

Mr. Earlywine presented the KE Law Group, PLLC Fee Agreement and thanked the Board for its consideration.

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On MOTION by Ms. Smith and seconded by Mr. Harvey, with all in favor, the selection of KE Law Group, PLLC, was ratified, and the KE Law Group, PLLC Fee Agreement, was approved.

- **No. 4: O'Donnell Landscapes, Inc. [Irrigation Improvements]**
This item, previously Item 5C, was presented out of order.

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On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, O'Donnell Landscapes, Inc. Change Order No. 4, in the amount of \$155,000, was ratified.

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EIGHTH ORDER OF BUSINESS

Consideration of Charlotte County Utilities Service Agreement (for the Isles & the Hammocks)

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Mr. Earlywine presented the Charlotte County Reclaimed Water Service Agreement that was executed by the Chair. The Agreement was similar to the agreement for the previous phase. Discussion ensued regarding payment. Mr. Martin stated the fully executed Agreement was mailed on August 9, 2021. Mr. Wrathell asked if the full amount of \$917,752.41 would be remitted. Mr. Martin responded affirmatively and stated a requisition for that amount was forwarded.

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On MOTION by Mr. Martin and seconded by Mr. Harvey, with all in favor, the Charlotte County Utilities Service Agreement for the Isles and the Hammocks, was ratified.

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Mr. Wrathell asked if the Agreement was executed by the County. Mr. Martin stated the County would hold the signed Agreement until payment is received. Mr. Earlywine stated it was acceptable to proceed and process the Requisition.

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NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2021

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Ms. Suit presented the Unaudited Financial Statements as of June 30, 2021.

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

TENTH ORDER OF BUSINESS **Consideration of June 8, 2021 Regular Meeting Minutes**

Ms. Suit presented the June 8, 2021 Regular Meeting Minutes.

On MOTION by Mr. Manners and seconded by Mr. Martin, with all in favor, the June 8, 2021 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: *K.E. Law Group, PLLC*

There was no report.

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

There was no report.

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

- **NEXT MEETING DATE: September 14, 2021 at 12:00 P.M.**

- **QUORUM CHECK**

Ms. Suit stated today’s meeting would be continued to August 17, 2021 at 10:00 a.m.

The next regular meeting will be held September 14, 2021 at 12:00 p.m.

TWELFTH ORDER OF BUSINESS **Board Members’ Comments/Requests**

There were no Board Members’ comments or requests.

THIRTEENTH ORDER OF BUSINESS **Public Comments**

There were no public comments.

FOURTEENTH ORDER OF BUSINESS **Adjournment**

There being nothing further to discuss, the meeting recessed and was continued to August 17, 2021 at 10:00 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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WEST PORT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 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
October 12, 2021	Regular Meeting	12:00 P.M.
November 9, 2021	Regular Meeting	12:00 P.M.
December 14, 2021	Regular Meeting	12:00 P.M.
January 11, 2022	Regular Meeting	12:00 P.M.
February 8, 2022	Regular Meeting	12:00 P.M.
March 8, 2022	Regular Meeting	12:00 P.M.
April 12, 2022	Regular Meeting	12:00 P.M.
May 10, 2022	Regular Meeting	12:00 P.M.
June 14, 2022*	Regular Meeting	12:00 P.M.
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
July 12, 2022*	Regular Meeting	12:00 P.M.
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
August 9, 2022	Regular Meeting	12:00 P.M.
September 13, 2022	Public Hearing & Regular Meeting	12:00 P.M.