

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

October 12, 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

October 5, 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 October 12, 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: 943 865 3730**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Agreement with West Port Community Association for Maintenance of Neighborhood Improvements
4. Ratification of Change Orders
 - A. No. 20: Stark Sullen Grading, Inc. [West Port Pod B, H and A]
 - B. No. 21: Stark Sullen Grading, Inc. [West Port Pod B, H and A]
 - C. No. 22: Stark Sullen Grading, Inc. [West Port Pod B, H and A]
 - D. No. 23: Stark Sullen Grading, Inc. [West Port Pod B, H and A]
5. Ratification of Letter of Intent – SWFWMD ERP Permit
6. Acceptance of Unaudited Financial Statements as of August 31, 2021
7. Consideration of September 14, 2021 Regular Meeting Minutes
8. 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: November 9, 2021 at 12:00 P.M.

ATTENDEES:

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

○ 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

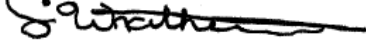
9. Board Members' Comments/Requests

10. Public Comments

11. 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: 943 865 3730

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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Page 1 of 10
CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2021, by and between:

West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Cove at West Port Community Association, Inc., a Florida not-for-profit corporation, whose address is 2970 University Parkway, Suite 101, Sarasota, Florida 34243 ("**Association**").

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements for, among other areas, what is known as "**Assessment Area Two**" which is described in the *Supplemental Engineer's Report for the West Port Community Development District (Assessment Area Two Project)*, dated December 20, 2020; and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands within Assessment Area Two owned by the District from time to time ("**Property**"), which Property is shown in **Exhibit B**; and

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community included within Assessment Area Two; and

WHEREAS, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

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

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

SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.

- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

SECTION 3. COMPENSATION. The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

SECTION 4. TERM. This Agreement commences on October 1, 2021 and continues through September 30, 2026 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. INSURANCE. The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall comply with all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

SECTION 12. TERMINATION. The Association may terminate this Agreement for any reason in its sole discretion and by providing written notice to the District of its intent to terminate by June 1st of that year and the termination will not be effective until January 1st of the following year. The District may terminate this Agreement upon 30 days prior written notice. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District.

SECTION 14. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

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

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

SECTION 22. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Charlotte County, Florida.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

DRAFT

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

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____

Its: _____

COVE AT WEST PORT COMMUNITY ASSOCIATION, INC.

By: _____

Its: _____

- EXHIBIT A:** Scope of Work
- EXHIBIT B:** Maintenance Map

DRAFT

Page 9 of 10
EXHIBIT A
SCOPE OF WORK

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District improvements, as shown in the map attached hereto as **EXHIBIT B**:

- **Perimeter and Common Area Improvements** – The landscaping, irrigation, hardscaping and lighting improvements located within Tracts B and C as identified on the plat entitled Cove at West Port Phase IA which is recorded in the Public Records of Charlotte County, Florida at Plat Book 24, Pages 4A-4F et seq. (“**Plat**”).
- **Stormwater Improvements** – Stormwater and drainage facilities, within Tracts B and C, as well as within the Drainage Easements, all as identified on the Plat.

MAINTENANCE PROGRAM

Weekly:

- Common mowing of the District common area properties (every other week from November 1 through March 1). Weeding, edging and tree trimming will be done on an as needed basis.

Monthly:

- Inspect and maintain irrigation sprinkler system for the District’s common areas, at least once a month (wet check).
- At least twice a month inspection with treatment as needed of stormwater ponds to ensure control of nuisance and noxious vegetation and algae while preserving the integrity of the beneficial aquatic plants.
- Inspect and report any District streetlights that are out or damaged to street light contractor.

Yearly:

- Mulch application to all common area flower/shrub/tree beds.
- Power washing of any entry monuments and decorative walls.
- Visual inspection of stormwater facilities to ensure integrity and permit compliance, and maintain/repair as needed.
- Visual inspection of roadway and hardscaping to ensure that no dangerous conditions exist, and maintain and repair as needed.
- Coordination of inspection and testing of reclaimed irrigation water back flow devices as a part of the agreement with Charlotte County Utilities.

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EXHIBIT B
MAINTENANCE MAP



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4A

CHANGE ORDER NO.20

Date of Issuance: _____		Effective Date: _____
Project: West Port Pod B, H and A	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: **SR 776 24" Waterline Extension Across Pod A**

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

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		
\$ 9,604,672.80		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:		
\$ 10,117,004.85		Substantial completion (days or date):		
		Ready for final payment (days or date):		
Increase/Decrease of this Change Order:		Increase/Decrease of this Change Order:		
\$ 275,605.93		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:		
\$ 10,392,610.78		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: 9/17/21

ACCEPTED:
WEST PORT COMMUNITY DEVELOPMENT DISTRICT
 By: [Signature]
 Title: CHAIRMAN
 Date: 9-17-2021

ACCEPTED:
STARK SULLEN GRADING, INC.
 By: [Signature]
 Title: President
 Date: 09/20/2021



**Exhibit A -
SITEWORK PROPOSAL FOR
SR776 24" WATERLINE EXTENSION
ACROSS POD A**

9/16/2021

VI	POTABLE WATER / FIRE				
VI-1	BOND - Change order #19	1	EA	\$ 11,565.93	\$ 11,565.93
VI-2	BOND - Change order #20	1	EA	6,440.00	6,440.00
VI-3	24" C900 PVC WATERLINE W/ FTGS & JT REST	920	LF	239.40	220,248.00
VI-4	24" MJ GATE VALVES W/ BOX	1	LS	21,520.00	21,520.00
VI-5	TESTING AND BACTS	1	EA	3,200.00	3,200.00
VI-6	GRADING BERM SWALE	1	EA	3,800.00	3,800.00
VI-7	SOD	27600	SF	0.32	8,832.00
				BID TOTAL	\$ 275,605.93

Stark Sullen Grading, Inc.
9890 Bayshore 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

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4B

CHANGE ORDER NO.21


Date of Issuance: _____		Effective Date: _____	
Project: West Port Pod B, H and A	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. _____	

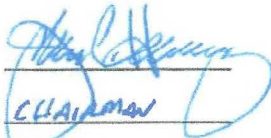
The following agreement is modified as follows upon execution of this Change Order:


Description: **Deduct Materials for June and July 2021 - East Landing**

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

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract	Working Days Calendar Days
	\$ 512,332.05	Times:	
Increase/Decrease from prior Change Orders:			Substantial completion (days or date):
	\$ 9,604,672.80		Ready for final payment (days or date):
Contract Price prior to the Change Order:		Increase/Decrease from previously approved Change Orders	No. _____ to No. _____
	\$ 10,392,610.78		Substantial completion (days or date):
Increase/Decrease of this Change Order:			Ready for final payment (days or date):
	\$ (136,245.03)	Contract Times prior to this Change Order:	
Contract Price Incorporating the Change Order:			Substantial completion (days or date):
	\$ 10,256,365.75		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: 9/17/21

ACCEPTED:
WEST PORT COMMUNITY DEVELOPMENT DISTRICT
 By: 
 Title: CHAIRMAN
 Date: 9-17-2021

ACCEPTED:
STARK SULLEN GRADING, INC.
 By: 
 Title: President
 Date: 09/20/2021



STARK SULLEN GRADING, INC.
WESTPORT CDD
Exhibit A
Proposed Change Order #21 - East Landing Materials 06/21 and 07/21

CDD MTLs	EAST LANDING	JUNE AND JULY
DRAINAGE	DATE	
FERGUSON	30-Jul \$ 264.00	
FERGUSON	30-Jul 2,053.66	
FERGUSON	7-Jul 383.04	
FERGUSON	7-Jul 720.48	
FERGUSON	27-Jul 1,064.54	
FERGUSON	28-Jul <u>7,916.80</u>	
TOTAL JULY		\$ 12,402.52
WATERLINE		
FERGUSON	29-Jun <u>52,500.43</u>	
FERGUSON		
TOTAL JUNE		52,500.43
SANITARY		
FERGUSON	23-Jun 43,539.28	
FERGUSON	8-Jun 16,428.72	
FERGUSON	24-Jun <u>122.85</u>	
TOTAL JUNE		60,090.85
FERGUSON	22-Jul 16.58	
FERGUSON	20-Jul 126.79	
FERGUSON	22-Jul 46.19	
FERGUSON	20-Jul 126.76	
FERGUSON	19-Jul 10,672.41	
FERGUSON	13-Jul <u>262.50</u>	
TOTAL JULY		<u>11,251.23</u>
		<u>\$ 136,245.03</u>

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4C

CHANGE ORDER NO.22

Date of Issuance: _____		Effective Date: _____	
Project: West Port Pod B, H and A	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. _____	

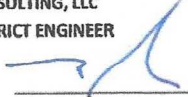
The following agreement is modified as follows upon execution of this Change Order:

Description: **Deduct Materials for August 2021 - East Landing**

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

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		
\$ 9,468,427.77		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:		
\$ 10,256,365.75		Substantial completion (days or date):		
		Ready for final payment (days or date):		
Increase/Decrease of this Change Order:		Increase/Decrease of this Change Order:		
\$ (28,192.25)		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:		
\$ 10,228,173.50		Substantial completion (days or date):		
		Ready for final payment (days or date):		

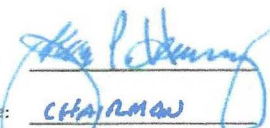
RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: 

Title: District Engineer

Date: 9/17/21


ACCEPTED:
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: 

Title: Chairman

Date: 9-17-2021

ACCEPTED:
STARK SULLEN GRADING, INC.

By: 

Title: president

Date: 09/20/2021

STARK SULLEN GRADING, INC.
 WESTPORT CDD - PODS A,B and H
 Exhibit A
 Proposed Change Order #22 - Deduct materials on East Landin for
 AUGUST 2021

CDD MTLs	EAST LANDING	AUGUST
	DATE	AUGUST
WATERLINE		
FERGUSON	3-Aug	\$ 37,993.46
FERGUSON	3-Aug	303.70
FERGUSON	4-Aug	18,393.40
FERGUSON	3-Aug	274.06
FERGUSON	6-Aug	763.91
FERGUSON	9-Aug	312.34
FERGUSON	10-Aug	725.78
FERGUSON	10-Aug	2,078.83
FERGUSON	11-Aug	550.00
FERGUSON	12-Aug	324.24
FERGUSON	13-Aug	152.19
FERGUSON	13-Aug	113.44
FERGUSON	12-Aug	168.28
FERGUSON	12-Aug	41.23
FERGUSON	10-Aug	3,990.85
TOTAL WATERLINE		<u>\$ 28,192.25</u>

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4D

CHANGE ORDER NO.23

Date of Issuance: _____ Effective Date: _____

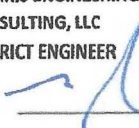
Project: West Port Pod B, H and A	District: West Port Community Development District	District's Contract No.
Contract: Contractor Agreement (Assigned to the District on April 3, 2020)		Date of Contract: October 9, 2019
Contractor: Stark Sullen Grading, Inc.		Architect/Engineer's Project No.

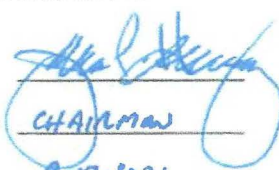
The following agreement is modified as follows upon execution of this Change Order:


Description: **Deduct Materials for Palms June 2021 and July 2021**

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

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:		
Original Contract Price:		Original Contract	Working Days	Calendar Days
	\$ 512,332.05	Times:		
Increase/Decrease from prior Change Orders:			Substantial completion (days or date):	
	\$ 9,468,427.77		Ready for final payment (days or date):	
Contract Price prior to the Change Order:		Increase/Decrease from previously approved Change Orders	No. _____ to No. _____	
	\$ 10,228,173.50		Substantial completion (days or date):	
Increase/Decrease of this Change Order:			Ready for final payment (days or date):	
	\$ (133,339.54)	Contract Times prior to this Change Order:		
Contract Price Incorporating the Change Order:			Substantial completion (days or date):	
	\$ 10,094,833.96		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: 9/2/21

ACCEPTED:
WEST PORT COMMUNITY DEVELOPMENT DISTRICT
 By: 
 Title: Chairman
 Date: 9-17-2021

ACCEPTED:
STARK SULLEN GRADING, INC.
 By: 
 Title: President
 Date: 09/20/2021

STARK SULLEN GRADING, INC.
WESTPORT CDD - Pods A, B and H - Exhibit A
Proposed Change Order #23 - Deduct fo materials purchased by
the CDD on the Palms parcel. June 2021 and July 2021.

CDD MTLs	THE PALMS		
		DATE	
WATERLINE			
FERGUSON		27-Jul	\$ 49,715.20
TOTAL JULY			\$ 49,715.20
SANITARY			
FERGUSON		21-Jun	13,829.76
FERGUSON		8-Jun	10,039.12
FERGUSON		8-Jun	<u>6,444.48</u>
TOTAL JUNE			30,313.36
FERGUSON		29-Jul	73.44
FERGUSON		27-Jul	17,162.88
FERGUSON		26-Jul	5.24
FERGUSON		26-Jul	898.24
OLDCASTLE		27-Jul	10,210.10
OLDCASTLE		28-Jul	8,946.58
OLDCASTLE		29-Jul	8,393.00
OLDCASTLE		29-Jul	<u>7,621.50</u>
TOTAL JULY			<u>53,310.98</u>
TOTAL			<u>\$ 133,339.54</u>

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT**

c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

_____, 2021

[INSERT ADDRESS]

RE: West Port CDD Letter of Intent – SWFWMD ERP Permit _____

VIA EMAIL

Dear _____,

I serve as Chairperson to the West Port Community Development District (“**CDD**”) and am writing on behalf of the CDD. Specifically, I am writing in response to your request for confirmation that the CDD has no objection to stormwater draining from the lands (“**Landowner Property**”) described in **Exhibit A** and into the stormwater pond (“**Stormwater Pond**”) that is described in **Exhibit B** and that is the subject of that *Easement (Irrigation Pond)*, recorded at Official Records Book 4806, Pages 1433 et seq. (Instr.# 2973197). Pursuant to the District’s Resolution 2020-30, the CDD operates the master stormwater system, including the Stormwater Pond, as part of the CDD’s capital improvement plan. Accordingly, the CDD has no objection to stormwater draining from the Landowner Property and into the Stormwater Pond.

If you have any questions, please do not hesitate to contact Craig Wrathell, District Manager, at 561-571-0010.

**West Port
Community Development District**

By: _____
Its: Chairperson

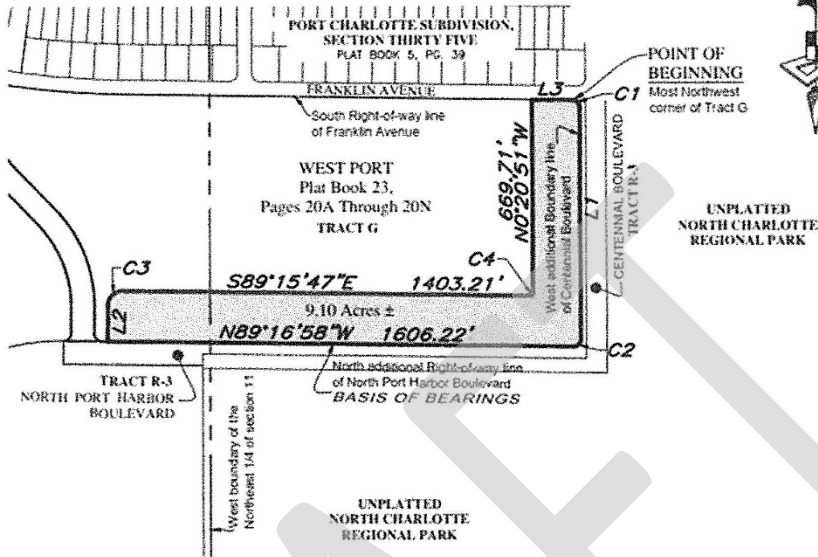
EXHIBIT "A"

The Land referred to herein below is situated in the County of Charlotte, State of Florida and is described as follows:

A PART OF TRACT G OF WEST PORT, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 23, PAGE 20A, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, DESCRIBED AS:

A parcel or tract of land lying in the State of Florida, County of Charlotte, being a part of Section 11, Township 40 South, Range 21 East, and being a part of Tract G of West Port, a subdivision being a replat of Lots 3 through 7 and 31 through 35, inclusive, in Block 1272 of Port Charlotte Subdivision Section Thirty-Five, together with a parcel of land lying in Sections 10, 11, and 14, Township 40 South, Range 21 East, Charlotte County, Florida, as recorded in Plat Book 23, Page 20A of the public records of Charlotte County, Florida and more particularly described as follows: Commencing at the northwest corner of the northeast 1/4 of Section 11; thence, S 0°12'02" E, along the westerly line of the northeast 1/4 of Section 11, a distance of 399.84 feet, to the northerly line of Tract G of West Port; thence, S89°12'12" E, along the northerly line of Tract G, a distance of 181.80 feet, to a set 5/8" rebar with cap (LB 8267), being the Point of Beginning of the herein described parcel; thence, continuing S 89°12'12" E, along the northerly line of Tract G, a distance of 412.15 feet, to a found 4" x 4" concrete monument (Charlotte County); thence, continuing S 89°12'12" E, along the northerly line of Tract G, a distance of 658.40 feet, to a set 5/8" rebar with cap (LB 8267); thence, southeasterly, along the northeasterly line of Tract G and along a tangential curve to the right with a radius of 25.00 feet and an arc length of 38.77 feet, said curve being further defined by a long chord that bears S 44°46'32" E and measures a distance of 35.00 feet, to a set 5/8" rebar with cap (LB 8267); thence, S 0°20'51" E, along the easterly line of Tract G, a distance of 804.25 feet, to a set 5/8" rebar with cap (LB 8267); thence, southwesterly, along the southeasterly line of Tract G and along a tangential curve to the right with a radius of 25.00 feet and an arc length of 39.73 feet, said curve being further defined by a long chord that bears S 45°11'05" W and measures a distance of 35.68 feet, to a set 5/8" rebar with cap (LB 8267); thence, N 89°16'58" W, along the southerly line of Tract G, a distance of 1069.55 feet, to a set 5/8" rebar with cap (LB 8267); thence, N 0°20'51" W, crossing Tract G, a distance of 855.74 feet, to the Point of Beginning.

Description Sketch (Not A Survey)



NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	25.00'	88°51'21"	38.77'	35.00'	S 44°46'31" E
C2	25.00'	91°03'53"	39.73'	35.68'	S 45°11'06" W
C3	50.00'	90°01'10"	78.56'	70.72'	N 45°43'38" E
C4	10.00'	91°05'04"	15.90'	14.28'	N 45°11'41" E

NO.	BEARING	LENGTH
L1	S 00°20'51" E	804.25'
L2	N 00°43'02" E	125.00'
L3	S 89°12'12" E	140.53'

LEGEND

- ± ----- More or Less
- L ----- Line tag
- C ----- Curve tag

Note: See Sheet 1 for legal description and Surveyors Notes.

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7765

GeoPoint

Surveying, Inc.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 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	\$ 11,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,554
Investments									
Revenue	-	-	13,816	-	-	-	-	-	13,816
Reserve	-	-	192,021	194,381	265,614	-	-	-	652,016
Construction	-	-	-	-	-	31,134	1,112,131	-	1,143,265
Construction - townhomes	-	-	-	-	-	-	-	2,409,279	2,409,279
Construction - single family	-	-	-	-	-	-	-	2,752,870	2,752,870
Cost of issuance	-	-	5,752	10,003	10,000	-	-	-	25,755
Capitalized interest	-	-	63	126,396	150,395	-	-	-	276,854
Due from KLP West Port	13,362	-	-	-	-	-	-	-	13,362
Due from Forestar	14,395	-	-	-	-	-	-	-	14,395
Due from KL JAK WP	3,233	-	-	-	-	-	-	-	3,233
Utility deposit	1,490	-	-	-	-	-	-	-	1,490
Total assets	<u>\$ 44,034</u>	<u>\$ -</u>	<u>\$ 211,652</u>	<u>\$ 330,780</u>	<u>\$ 426,009</u>	<u>\$ 31,134</u>	<u>\$ 1,112,131</u>	<u>\$ 5,162,149</u>	<u>\$ 7,317,889</u>
LIABILITIES									
Liabilities:									
Accounts payable	\$ 27,536	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,536
Contracts payable	-	-	-	-	-	8,456	227,643	13,475	249,574
Retainage payable	-	-	-	-	-	40,978	428,914	84,835	554,727
Due to Developer	-	-	8,061	-	-	-	-	-	8,061
Accrued taxes payable	31	-	-	-	-	-	-	-	31
Developer advance - KL West Port	15,000	-	-	-	-	-	-	-	15,000
Total liabilities	<u>42,567</u>	<u>-</u>	<u>8,061</u>	<u>-</u>	<u>-</u>	<u>49,434</u>	<u>656,557</u>	<u>98,310</u>	<u>854,929</u>
DEFERRED INFLOWS OF RESOURCES									
Deferred receipts	30,990	-	-	-	-	-	-	-	30,990
Total deferred inflows of resources	<u>30,990</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,990</u>
FUND BALANCES									
Committed									
Debt service	-	-	203,591	330,780	426,009	-	-	-	960,380
Capital projects	-	-	-	-	-	-	455,574	5,063,839	5,519,413
Unassigned	(29,523)	-	-	-	-	(18,300)	-	-	(47,823)
Total fund balances	<u>(29,523)</u>	<u>-</u>	<u>203,591</u>	<u>330,780</u>	<u>426,009</u>	<u>(18,300)</u>	<u>455,574</u>	<u>5,063,839</u>	<u>6,431,970</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 44,034</u>	<u>\$ -</u>	<u>\$ 211,652</u>	<u>\$ 330,780</u>	<u>\$ 426,009</u>	<u>\$ 31,134</u>	<u>\$ 1,112,131</u>	<u>\$ 5,162,149</u>	<u>\$ 7,317,889</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 8,026	0%
Landowner contribution - KL West Port	7,157	157,976	269,932	59%
Landowner contribution - Forestar	2,655	34,101	100,136	34%
Landowner contribution - KL JAX WP	1,732	26,665	65,306	41%
Lot closing	-	8,506	-	N/A
Total revenues	<u>11,544</u>	<u>227,248</u>	<u>443,400</u>	51%
EXPENDITURES				
Professional & administrative				
Supervisors	215	1,507	-	N/A
Management/accounting/recording	4,000	44,000	48,000	92%
Legal	2,229	37,615	25,000	150%
Engineering	-	1,650	3,500	47%
Audit	-	3,000	4,200	71%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	666	2,416	1,000	242%
Trustee	-	3,500	3,500	100%
Telephone	17	183	200	92%
Postage	36	100	500	20%
Printing & binding	42	458	500	92%
Legal advertising	1,161	5,010	1,200	418%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	24	526	500	105%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	200	105%
Total professional & administrative	<u>8,390</u>	<u>106,055</u>	<u>95,430</u>	111%
Field operations (shared)				
Management	-	-	10,000	0%
Accounting	-	-	3,750	0%
Stormwater management				
Lake maintenance	1,230	9,840	20,300	48%
Preserve maintenance	-	-	3,000	0%
Streetlighting	10,462	55,781	116,880	48%
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 AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
Landscape maint.				
Maintenance contract	-	82,125	102,540	80%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	2,500	0%
Roadway maintenance	-	-	5,000	0%
Total field operations	<u>11,692</u>	<u>148,246</u>	<u>347,970</u>	43%
Total expenditures	<u>20,082</u>	<u>254,301</u>	<u>443,400</u>	57%
Excess/(deficiency) of revenues over/(under) expenditures	(8,538)	(27,053)	-	
Fund balances - beginning	(20,985)	(2,470)	-	
Fund balances - ending	<u>\$ (29,523)</u>	<u>\$ (29,523)</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 AUGUST 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 AUGUST 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	63	-	N/A
Total revenues	<u>5</u>	<u>13,877</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	(259,063)	(146,644)	
Fund balances - beginning	203,586	462,654	464,890	
Fund balances - ending	<u>\$ 203,591</u>	<u>\$ 203,591</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 AUGUST 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ 7	\$ 62	\$ -	N/A
Total revenues	<u>7</u>	<u>62</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	(380,307)	(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	330,780	320,719	
Fund balances - beginning	330,773	-	-	
Fund balances - ending	<u>\$ 330,780</u>	<u>\$ 330,780</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 AUGUST 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 9	\$ 22
Total revenues	9	22
EXPENDITURES		
Other fees & charges		
Underwriter's discount	-	191,200
Cost of issuance	-	180,200
Total other fees and charges	-	371,400
Total expenditures	-	371,400
Excess/(deficiency) of revenues over/(under) expenditures	9	(371,378)
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	9	426,009
Fund balances - beginning	426,000	-
Fund balances - ending	\$ 426,009	\$ 426,009

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

	Current Month	Year To Date
	<u> </u>	<u> </u>
REVENUES		
Landowner contribution	\$ -	\$ 10,365
Interest and miscellaneous	1	20,379
Total revenues	<u>1</u>	<u>30,744</u>
 EXPENDITURES		
Capital outlay	<u>8,456</u>	<u>4,006,199</u>
Total expenditures	<u>8,456</u>	<u>4,006,199</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (8,455)	 (3,975,455)
 OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>1,260,389</u>
Total other financing sources/(uses)	<u>-</u>	<u>1,260,389</u>
 Net change in fund balances	 (8,455)	 (2,715,066)
Fund balances - beginning	<u>(9,845)</u>	<u>2,696,766</u>
Fund balances - ending	<u>\$ (18,300)</u>	<u>\$ (18,300)</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 AUGUST 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 70	\$ 610
Total revenues	70	610
EXPENDITURES		
Capital outlay	252,936	5,787,731
Total expenditures	252,936	5,787,731
Excess/(deficiency) of revenues over/(under) expenditures	(252,866)	(5,787,121)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	6,242,695
Total other financing sources/(uses)	-	6,242,695
Net change in fund balances	(252,866)	455,574
Fund balances - beginning	708,440	-
Fund balances - ending	\$ 455,574	\$ 455,574

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

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 144	\$ 353
Total revenues	<u>144</u>	<u>353</u>
EXPENDITURES		
Capital outlay	1,083,771	2,559,952
Total expenditures	<u>1,083,771</u>	<u>2,559,952</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,083,627)	(2,559,599)
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	(1,083,627)	5,063,839
Fund balances - beginning	6,147,466	-
Fund balances - ending	<u>\$ 5,063,839</u>	<u>\$ 5,063,839</u>

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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

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

Present were:

Jim Harvey	Chair
Christian Cotter	Vice Chair
Paul Martin	Assistant Secretary
Candice Smith	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Jere Earlywine	District Counsel
Jessica Friday (via telephone)	Evergreen Management
James Ratz (via telephone)	Forestar Group Inc.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 12:07 p.m. Supervisors Martin, Smith and Cotter were present, in person. Supervisor Harvey was not present at roll call. Supervisor Manners was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Fiscal Year 2022 Deficit Funding Agreement

39 Mr. Wrathell presented the Fiscal Year 2022 Deficit Funding Agreement between KL
40 West Port, LLC, the Forestar (USA) Real Estate Group, Inc., and KL JAK WP LLC.

41

**On MOTION by Mr. Cotter and seconded by Mr. Martin, with all in favor, the
42 Fiscal Year 2022 Deficit Funding Agreement, was approved.**

44

45

46 **FOURTH ORDER OF BUSINESS**

**Consideration/Review of Recovered
47 Energy Technologies USA Inc., Response to
48 RFP for Street Lights**

49

50 Mr. Wrathell stated Recovered Energy Technologies USA Inc. (RET) was the only
51 respondent to the Request for Proposals (RFP) for street light services and a Form of Agreement
52 with them was prepared by District Counsel.

53 Asked if any action should be taken regarding only having one respondent, Mr.
54 Earlywine replied that the motion should be to rank RET as a #1 ranked and qualified
55 respondent to the RFP for street light services.

56

**On MOTION by Ms. Smith and seconded by Mr. Martin, with all in favor,
57 ranking Recovered Energy Technologies USA Inc., as the #1 ranked and
58 qualified respondent to the RFP for Street Light Services, was approved and the
59 Agreement for Services, was ratified.**

61

62

63 **FIFTH ORDER OF BUSINESS**

**Ratification of a SolarLight as a Services
64 Agreement with Recovered Energy
65 Technologies (USA) Inc.**

66

67 Mr. Wrathell presented the SolarLight as a Services Agreement between RET and the
68 CDD, which was previously executed by the Chair.

69

**On MOTION by Mr. Cotter and seconded by Mr. Martin, with all in favor, the
70 SolarLight as a Services Agreement between RET and the CDD, was ratified.**

72

73

74 Discussion ensued regarding the Streetlighting Contract allocation, Assessment Area #1,
 75 Kolter, Forestar, shared field operations, shared master improvements, Master HOA, Deficit
 76 Funding Agreement, bond issuance, utility easement and CDD right-of-way (ROW). Mr. Wrathell
 77 stated all streetlighting should be funded through Shared Master Operation and Maintenance
 78 (O&M) costs.

79 Mr. Earlywine would draft the following documents:

- 80 ➤ HOA/CDD Utilities Easement Agreement
- 81 ➤ HOA/CDD Maintenance of Neighborhood Improvements Agreement

82 Mr. Wrathell would review the Supplemental Engineer’s Report with regard to street
 83 lighting.

84

85 **SIXTH ORDER OF BUSINESS**

Ratification of Change Orders

86

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

- 89 A. No. 4: O’Donnell Landscapes, Inc. [Irrigation Improvements]
- 90 B. No. 6: Stark Sullen Grading, Inc. [West Port Pods B & H]
- 91 C. No. 8: Stark Sullen Grading, Inc. [West Port Pods B & H]
- 92 D. No. 13: Stark Sullen Grading, Inc. [West Port Pods B & H]
- 93 E. No. 14: Stark Sullen Grading, Inc. [West Port Pods B & H]
- 94 F. No. 15: Stark Sullen Grading, Inc. [West Port Pods B & H]
- 95 G. No. 17: Stark Sullen Grading, Inc. [West Port Pods B & H]
- 96 H. No. 19: Stark Sullen Grading, Inc. [West Port Pods B & H]

97

98 **On MOTION by Mr. Martin and seconded by Ms. Smith, with all in favor,**
 99 **Change Order Numbers 4, 6, 8, 13, 14, 15, 17 and 19, were ratified.**

100

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102 **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
 Statements as of July 31, 2021**

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105 Mr. Wrathell presented the Unaudited Financial Statements as of July 31, 2021.

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On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the Unaudited Financial Statements as of July 31, 2021, were accepted.

EIGHTH ORDER OF BUSINESS

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

Mr. Harvey joined the meeting.

Mr. Wrathell presented the August 10, 2021 Public Hearings and Regular Meeting Minutes.

On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the August 10, 2021 Public Hearings and Regular Meeting Minutes, as presented, were approved.

NINTH 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: October 12, 2021 at 12:00 P.M.**

- **QUORUM CHECK**

The next meeting would be held on October 12, 2021, unless cancelled.

TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

ELEVENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

141 **TWELFTH ORDER OF BUSINESS**

Adjournment

142

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

144

145 **On MOTION by Mr. Martin and seconded by Mr. Cotter with all in favor, the**
146 **meeting adjourned at 12:36 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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157

Secretary/Assistant Secretary

Chair/Vice Chair

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8C

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.