

# **WEST PORT**

## **COMMUNITY DEVELOPMENT DISTRICT**

**November 15, 2022**

**BOARD OF SUPERVISORS**

## **REGULAR MEETING AGENDA**

**WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**

**LETTER**

**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**

November 8, 2022

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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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 November 15, 2022 at 12:30 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Board of Supervisors (*the following will be provided in a separate package*)
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Financial Disclosure Forms
    - I. Form 1: Statement of Financial Interests
    - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
    - III. Form 1F: Final Statement of Financial Interests
  - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2023-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the District, and Providing for an Effective Date
6. Consideration of Synovus Term Sheet for Non-Revolving Taxable Line of Credit
  - A. District Engineer's Cost Estimate for Emergency Cleanup Project

- B. Consideration of Resolution 2023-03, Authorizing the District to Issue its Not-To-Exceed \$500,000 Taxable Non-Revolving Line of Credit Note, Series 2022, for Expenditures Necessitated by an Emergency; Providing that Such Note Shall be Payable From FEMA Proceeds, State Proceeds, County Proceeds and Operation and Maintenance Special Assessments Upon Benefitted Properties in the District, as Provided Herein; Awarding the Note to Synovus Bank by Negotiated Sale; Authorizing the District to Enter Into a Line of Credit Agreement with Synovus Bank; Providing for the Rights, Security and Remedies for the Owner of Such Note; Providing for the Creation of Certain Funds; Making Certain Covenants and Agreements in Connection Therewith; and Providing for Conflicts, Severability and an Effective Date
  - C. Consideration of Line Credit Agreement
7. Ratification of Rostan Solutions, LLC Items
- A. Agreement for Professional Services [Task Order Contract]
  - B. Professional Services Task Order Number 01 [Exigent Grants Management Services]
  - C. Professional Services Task Order Number 02 [Exigent Debris Monitoring Services]
8. Ratification of Hurricane Ian Clean-Up Items
- A. Gate Pros, Proposal for Hurricane Fence Repair
  - B. O'Donnell Landscapes, Inc., Invoice No. H1034-22 for Hurricane Ian Restoration
  - C. O'Donnell Landscapes, Inc., Invoice No. H1053-22 for Hurricane Ian Restoration
  - D. Onsight Industries, LLC, Proposal 326993 for Storm Damage - Street Signs
  - E. Onsight Industries, LLC, Proposal 327504 Storm Damage Review/Repairs Street Signs
  - F. Onsight Industries, LLC, Proposal 327785 Storm Damage Replacements
  - G. Onsight Industries, LLC, Proposal 328407 Storm Damage Builder Signage Straightenings
  - H. Rep Services, Inc., Proposal No. 18244.05 Replacement Shade
  - I. Vision Landscape, Invoice #27764 Hurricane Ian Clean-Up and Disposal Fees Due to Wind Damage
  - J. Stark Sullen Grading, Inc., Invoice 11832 Hurricane Ian Clean-Up



- 9. Ratification of Evergreen Lifestyles Management, LLC, Restated Facilities Management Agreement
- 10. Consideration of Fiscal Year 2023 Deficit Funding Agreement
- 11. Acceptance of Unaudited Financial Statements as of September 30, 2022
- 12. Approval of September 13, 2022 Public Hearings and Regular Meeting Minutes
- 13. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer: *Morris Engineering and Consulting, LLC*
  - C. Field Operations: *Evergreen Lifestyle Management, LLC*
  - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 13, 2022 at 12:30 P.M.

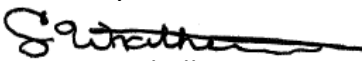
- QUORUM CHECK

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

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. 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**

**4**

**RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS’ ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the West Port Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Charlotte County, Florida; and

**WHEREAS**, pursuant to Section 190.006(2), Florida Statutes, a landowners’ meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners’ meeting was held on November 1, 2022, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desires to canvass the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

<b>NAME OF SUPERVISOR</b>	<b>SEAT NUMBER</b>	<b>NUMBER OF VOTES</b>
	3	
	4	
	5	

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following term of office:

<b>NAME OF SUPERVISOR</b>	<b>SEAT NUMBER</b>	<b>TERM OF OFFICE</b>
	3	____-year term
	4	____-year term
	5	____-year term

Section 3. This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 15TH DAY OF NOVEMBER, 2022.**

**WEST PORT COMMUNITY DEVELOPMENT  
DISTRICT**

Attest:

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2023-02**

**A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the West Port Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

\_\_\_\_\_ is appointed Chair

\_\_\_\_\_ is appointed Vice Chair

Craig Wrathell is appointed Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

Kristen Suit is appointed Assistant Secretary

2. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolution.

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED THIS 15TH DAY OF NOVEMBER, 2022.**

**ATTEST:**

**WEST PORT COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**





Government Banking Solutions

October 19, 2022

West Port Community Development District  
Attn: Craig Wrathell – Managing Member  
Wrathell, Hunt & Associates  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

*Re: Non-Revolving Taxable Line of Credit – West Port Community Development District*

Synovus Bank ("Lender" and/or "Synovus") is pleased to consider a financing arrangement (the "Facility") for the West Port Community Development District, the basic terms and conditions of which are set forth below. This financing proposal is not exhaustive, and the credit facility is subject to other terms and conditions normally required by Synovus for similar transactions. The proposed Facility is subject to the satisfactory completion of Synovus's customary due diligence, underwriting and receipt of credit approval. This letter is not a Commitment to lend.

*Borrower:* West Port Community Development District, (the "District")

*Facility:* Taxable Line of Credit – *with 24 month Drawdown*

*Amount:* \$500,000

*Purpose:* Hurricane Ian recovery needs within the District.

*Collateral:* Security for the Line of Credit will be Operation and Maintenance Non Ad Valorem Assessments levied by the District upon lands within the District – collectively, the "Assessments". Secondary lien will be on FEMA and State of Florida reimbursements.

*Repayment:* Monthly interest payments due on the first of each month, commencing 12 months after closing. Interest will accrue the first 12 months. The District reserves the right to prepay principal at any time.

Principal will be due on the first of each month after the drawdown period is over, commencing 24 months after closing until Final Maturity. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Require pre payment within 30 days of receipt of reimbursement from FEMA and/or State of Florida.

*Maturity:* Five years from the date of closing. District able to drawdown the first 24 months for project costs. No drawdowns will be available after the 24 month time period.

*Interest Rate:* The taxable interest rate will be fixed at **6.95 percent** at closing. The rate will be held until November 18, 2022. In the event the closing is delayed past that date, the rates will be reset three days prior to the scheduled closing and will equal the prevailing Five (5) Year Treasury Constant Maturity plus 270 basis points with a floor of **6.95 percent**. This rate will be fixed until Final Maturity – 5 years from Closing Date.

The Treasury Constant Maturity will be as published by the Federal Reserve located via the internet at <https://www.federalreserve.gov/releases/h15/>.

*Pre-payment:* The District may prepay and redeem the Note, in whole or part, at any time or from time to time, without penalty or premium, by paying to the Bank all or a part of the principal amount of the Note to be repaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each prepayment and redemption of such Notes shall be made on such date and in such principal amount as shall be specified by the District in a written notice delivered to the Bank not less than ten days prior thereto specifying the principal amount to be prepaid and the date of such prepayment.

*Late Charge:* If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

*Commitment Fee:* Commitment Fee of .30% of loan amount.

*Other Fees And Costs:* The Bank's legal counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Lender. The Borrower agrees to pay all legal fees and expenses of the Lender associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan. Legal costs shall be capped at no more than \$12,000. The Bank's legal counsel for proposed transaction will be Greenspoon Marder Law.

*Affirmative Covenants:* For so long as any of the principal amount of or interest on the proposed Line is outstanding or any duty or obligation of the District contemplated under the proposed Line remains unpaid or unperformed, the District covenants to the Bank as follows:

- 1) *Payment* – the District shall pay the principal of and interest on the proposed Line at the time and place and in the manner provided in the Line.
- 2) *Notice of Defaults* – the District shall within ten days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the District of all relevant facts and the action being taken by the District with respect thereto.
- 3) *Records* – the District agrees that any and all records of the District related to the Line shall be open to inspection by the Bank, or its representatives at all reasonable times at the office of the District.
- 4) *Maintain Existence* – The District will take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and shall not voluntarily dissolve.
- 5) *Notice of Liabilities* – the District shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the District or upon the ability of the District to perform its obligation under the proposed Line.
- 6) *Insurance* – The District shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated District and shall upon request of the Bank, provide evidence of such coverage to the Bank.
- 7) *Comply with Laws* – the District is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.

- 8) *Books and Records* – Books and records of the District shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.
- 9) *Financial Reporting* – Within 270 days after the end of each fiscal year, the District shall provide a copy of the District’s financial statements audited by a firm of independent certified public accountant and accompanied by an audit opinion of such accountants without qualification. In addition, the District shall provide within 60 days of adoption, a copy of the annual budget.
- 10) *Annual Budget* – The District shall provide the Bank with a copy of its annual budget for each fiscal year no later than 45 days after the commencement thereof. The budget shall specifically detail the Assessments and any other special assessments to be levied by the District with respect to such fiscal year and use of the proceeds thereof.
- 11) *Assessment Records* – The District shall maintain records with respect to the Assessments which shall be updated as Assessments are collected. The records shall detail Assessments (i) levied to date on a parcel-by-parcel basis, and (ii) collected to date. An annual report setting forth the foregoing information will be provided to the Bank at such times, and in such format as the Bank may reasonably request. Upon the occurrence of an Event of Default, the District will, upon request of the Bank, engage the services of a consultant reasonably acceptable to the Bank to assist the District in levying the Assessments until such time as the default is cured.
- 12) *Assessment Roll* – Commencing with the tax roll adopted during the year 2023, the District shall provide to the Bank the certified assessment roll detailing the Assessments, if any, to be imposed for each tax year within 30 days of the date such roll becomes available.
- 13) *Maintenance of Improvements* – All Improvements are and will be owned by the District or another political subdivision of the State of Florida and all Improvements shall be available for use by the general public on the same basis, subject only to conditions imposed by the District or another political subdivision of the State of Florida as may be necessary to protect the health safety and general welfare of the District and its inhabitants, visitors, property owners and workers or to protect such Improvements from drainage, misuse or destruction. The District shall observe and perform all of the terms and conditions contained in the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Improvements. The district shall levy assessments as shall be necessary to provide for the maintenance of the Improvements.

*Negative Covenants:*

For so long as any of the principal amount of or interest on the proposed Note is outstanding or any duty or obligation of the District under the proposed Note remains unpaid or any obligation of the District under any of the Bond Documents remain unpaid or unperformed, that:

- 1) *No Amendments*. The District shall not take any action impairing the authority thereby or hereby given with respect to the imposition of the Assessments, or the payment of the Note, without prior written approval of the Bank which shall not be unreasonably withheld.
- 2) *No Liens*. The District shall not create or permit any pledge, assignment, mortgage or lien on the Assessments or the Improvements other than pursuant to the Note Documents.
- 3) *Disposition of Assets*. The District shall not dispose of any of the Improvements other than in the ordinary course of business.
- 4) *Loans*. The District shall not loan money or make advances or other extensions of credit to other persons or entities except in the normal course of the District’s Operations.

*Assessments:*

1. *Limited Obligation*. The District promises that it will promptly pay the principal of and interest on the Note(s) at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof; provided that the principal of and interest on the Note(s) is payable solely from and secured solely by the Assessments, and nothing in the Note(s) or in the

Note Resolution shall be construed as pledging any other funds or assets of the District to such payment or authorizing such payment to be made from any other source. The District is not and shall not be liable for the payment of the principal of and interest on the Note or for the performance of any pledge, obligation or agreement for payment undertaken by the District hereunder from any property other than the Assessments. The Bank shall not have any right to resort to legal or equitable action to require or compel the District to levy and collect any tax or special assessment or to keep any tax or special assessment in force, except for the Assessments, to pay principal or interest on the Note.

2. *Pledge of Assessments.* The principal of and interest on the Note shall be payable from and secured by a lien upon the Assessments. The District will grant a security interest in favor of the Bank in the Assessments.
3. *Levy of Assessments.* The District will levy and assess Assessments upon the benefitted lands within the District in accordance with the Act and the Assessment Resolutions, in amounts and at the times and subject to the limitations set forth in the Assessment Resolutions and in the Act, that are sufficient to pay the costs of operation and maintenance of the District facilities in accordance with the Act, including the principal of and interest on the Note as herein provided. The District shall utilize the uniform method for the collection of the Assessments as authorized by Section 197.3632, Florida Statutes. The District will take all necessary steps to levy and collect Assessments in an amount sufficient to pay the principal and interest of the Note when due.
4. *Use of Assessments.* The District will use the proceeds of Assessments only for purposes permitted by the Act, including to pay principal of and interest on the Note and Collection Costs.

*Events of  
Default:*

An Event of Default shall be deemed to have occurred under this Agreement, if:

- 1) The District shall fail to make any payment of the principal and interest on the Note after the same shall become due and payable.
- 2) The District shall default in the performance of or compliance with any term or covenant contained in the Line Documents, which default or noncompliance shall continue and not be cured within thirty days after (i) notice thereof to the District by the Bank, or (ii) the Bank is notified of such noncompliance or should have been notified, whichever is earlier.
- 3) Any representations or warranty made in writing by or on behalf of the District in any Line Documents shall prove to have been false or incorrect in any material respect on the date made or reaffirmed.
- 4) Any act of bankruptcy or the rearrangement, adjustment or readjustment of the obligations of the District under the provisions of any bankruptcy or moratorium laws or similar laws relating to or affecting creditor's rights.
- 5) Failure of the District to promptly remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations under the Line Documents.
- 6) A judgement or order shall be rendered against the District for payment of money in excess of \$250,000 and such judgement or order shall continue unsatisfied or unstayed for a period of more than 30 days. However, if the District is diligently pursuing a remedy, then the cure period is extended to 90 days.

*Consequences*

*Of Default:* The interest rate may increase to the maximum lawful rate

*Other Conditions:*

- No Material Adverse Change to the Borrower prior to closing.
- The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- An Opinion of Counsel to the District with respect to the due organization and creation of the District, the District's authority under Chapter 190, F.S. to levy and impose assessments, and the District's authority to enter into the Loan Documents.
- All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
- The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation.

*Waiver of Jury*

*Trial:* District and Bank knowingly, intentionally and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any Bond document executed in connection herewith or any other matter arising from the relationship between Bank and District.

Synovus appreciates the opportunity to submit this Proposal and looks forward to your favorable response. Please understand that this letter is not a formal commitment to extend a loan by the Lender, or any of its affiliates, but is merely intended for discussion purposes only in order to provide you with the basic terms and conditions of our proposal, which are outlined above. The terms and conditions contained within this proposal are in effect for 90 days from the date of this letter. Formal credit approval will take approximately 10 working days from receipt of signed commitment letter. If you have any questions or need additional information, please do not hesitate to contact us at the numbers below.

Sincerely,



Andy LaFear  
Government Banking Solutions  
7768 Ozark Drive, Suite 100  
Jacksonville, Florida 32256  
(904) 347-7068  
[andylafear@synovus.com](mailto:andylafear@synovus.com)

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Agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 2022.

**BORROWER: West Port Community  
Development District**

By: \_\_\_\_\_

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6A**

**EXHIBIT A**

**DISTRICT ENGINEER'S COST ESTIMATE**  
**EMERGENCY CLEANUP PROJECT**

OCTOBER 24, 2022

Board of Supervisors  
West Port Community Development District

Re: West Port Community Development District Emergency Cleanup Project Cost Estimate

Ladies and Gentlemen:

The undersigned, a representative of Morris Engineering and Consulting, LLC ("**District Engineer**"), as District Engineer for the West Port Community Development District ("**District**"), hereby makes the following certifications in connection with the District's "**Emergency Cleanup Project.**" For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. Pursuant to Chapter 190, Florida Statutes, the District owns and maintains certain property and infrastructure improvements that were negatively impacted by Hurricane Ian in September of 2022. I have inspected the District's property and improvements, and, based on my analysis, I reasonably estimate that the District requires the following work to refurbish the affected District property and improvements:

<b>Item</b>	<b>Estimated Cost</b>
Debris Removal	
Signage Repair/Replacement	
Stormwater Washout Repairs	
Playground Tarp Replacement	
<b>TOTAL:</b>	<b>\$500,000</b>

2. With this document, I hereby certify to the best of my knowledge, information and belief that it is appropriate at this time to undertake the Emergency Cleanup Project.

[CONTINUED ON NEXT PAGE]



I declare that I have read the foregoing District Engineer's Certificate and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 24<sup>th</sup> day of OCTOBER, 2022.

**MORRIS ENGINEERING AND CONSULTING, LLC**



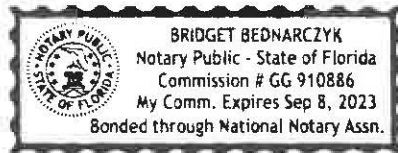
Matthew J. Morris, P.E.

Florida Registration No. 68434

District Engineer

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of October, 2022, by Matthew J. Morris District Engineer of the West Port Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not  take the oath.



Notary Public, State of Florida

Print Name: Bridget Bednarczyk

Commission No.: GG 910886

My Commission Expires: Sept 8, 2023

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**6B**

**RESOLUTION NO 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE DISTRICT TO ISSUE ITS NOT-TO-EXCEED \$500,000 TAXABLE NON-REVOLVING LINE OF CREDIT NOTE, SERIES 2022, FOR EXPENDITURES NECESSITATED BY AN EMERGENCY; PROVIDING THAT SUCH NOTE SHALL BE PAYABLE FROM FEMA PROCEEDS AND OPERATION AND MAINTENANCE SPECIAL ASSESSMENTS UPON BENEFITTED PROPERTIES IN THE DISTRICT, AS PROVIDED HEREIN; AWARDING THE NOTE TO SYNOVUS BANK BY NEGOTIATED SALE; AUTHORIZING THE DISTRICT TO ENTER INTO A LINE OF CREDIT AGREEMENT WITH SYNOVUS BANK; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES FOR THE OWNER OF SUCH NOTE; CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the West Port Community Development District (the “District”) has determined that it is appropriate and necessary for the District to have access to a non-revolving line of credit in the event of a state of emergency (the “Line of Credit”), to be evidenced by a taxable promissory note of the District (the “Note”); and

**WHEREAS**, Synovus Bank has submitted a Term Sheet to the District dated October 19, 2022, to provide such Line of Credit and purchase such Note, which is attached hereto as Exhibit “A” (the “Term Sheet”); and

**WHEREAS**, the acceptance of Term Sheet is in the best interest of the District; and

**WHEREAS**, the District desires to approve the form of such Line of Credit Agreement pursuant to which the Line of Credit will be provided.

**BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT THAT:**

**1. INCORPORATION OF RECITALS.** The recitals set forth are true and correct and form a part of this Resolution.

**2. AUTHORITY.** This Resolution is adopted pursuant to the provisions of Chapter 190, Florida Statutes, the Enabling Ordinance (as defined herein) and other applicable provisions of law (collectively, the “Act”).

**3. DEFINITIONS.** The following words and phrases shall have the following meanings when used herein:

“Chair” means the Chairperson or Vice Chairperson of the District’s Board of Supervisors.

“Costs of the Projects” means with respect to the Projects, all items of cost authorized by the Act, including the costs of issuance of the Note.

“County” means Charlotte County, Florida.

“Enabling Ordinance” means Ordinance No. 2019-023, enacted by the Charlotte County Board of County Commissioners on October 22, 2019.

“FEMA” means the Federal Emergency Management Agency.

“FEMA Proceeds” means all amounts received by the District from FEMA for reimbursement of the Costs of the Project initially paid by the District from the proceeds of the Note.

“Lender” means Synovus Bank and its successors and assigns.

“Line of Credit Agreement” means the Line of Credit Agreement between the District and the Lender authorized by Section 5 hereof.

“Note” means the District’s Taxable Non-Revolving Line of Credit Note, Series 2022, authorized by Section 4 hereof.

“Owner” or “Owners” means the Person or Persons in whose name or names the Note shall be registered on the books of the District kept for that purpose in accordance with provisions of this Resolution.

“Person” or “Persons” means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

“Pledged Funds” means Pledged Revenues and, until applied in accordance with the terms of the Line of Credit Agreement, proceeds received by the District from advance on the Note.

“Pledged Revenues” means the (i) Special Assessments, (ii) the FEMA Proceeds and (iii) the proceeds of any additional debt issued by the District to refinance the Note.

“Project” means expenditures for extraordinary, nonrecurring items the District desires or needs to undertake subsequent to and as a result of any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the President of the United States or the Governor of the State, unless the need for a declaration has been waived by the Lender in writing.

“Resolution” means this Resolution, pursuant to which the Note is authorized to be issued, including any resolution or resolutions supplemental hereto.

“Secretary” means the Secretary or any Assistant Secretary of the District.

“Special Assessments” means the operation and maintenance special assessments levied by the District on all of the assessable real property in the District in accordance with the Act.

“State” means the State of Florida.

**4. AUTHORIZATION AND DESCRIPTION OF NOTE.** Subject and pursuant to the provisions of this Resolution, an obligation of the District is hereby authorized to be issued in the principal amount not to exceed \$500,000.00 for the purpose of providing funds, together with other available funds of the District, to pay the costs of the Projects and to pay closing costs. Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an award of the Note by negotiated sale, it is in the best interest of the District to award the Note to the Lender by negotiated sale in substantial accordance with the Term Sheet; provided, however, that the provisions of this Resolution and the Line of Credit shall control to the extent of any conflict with the Term Sheet.

The Note shall be dated the date of its execution and delivery and shall be in an amount not to exceed \$500,000, as shall be set forth in the final Line of Credit Agreement, the approval of such amount to be

conclusively evidenced by the Chair's execution of the Line of Credit Agreement. The Note shall bear interest from such date as set forth in the Line of Credit Agreement (subject to adjustment as provided in the Note), and shall mature not later than five (5) years from the date of its issuance. The principal of the Note shall be payable on such dates, and the Note shall have such other terms and provisions and shall be in substantially the form of the Note attached as Exhibit "A" to the Line of Credit Agreement. Draws shall be permitted on the Note at the times, in the amounts and in the manner set forth in the Line of Credit Agreement and the Note, together with such changes as shall be approved by the Chair, such approval to be conclusively evidenced by the execution thereof by the Chair. The Note shall be executed on behalf of the District with the manual signature of the Chair and attested by the manual signature of the Secretary and the said Chair and Secretary are hereby authorized to respectively execute and attest the Note on behalf of the District.

Prior to the issuance of the Note the District shall receive from the Lender a disclosure statement containing the information required by Section 218.385, Florida Statutes.

**5. LINE OF CREDIT AGREEMENT.** Notwithstanding any other provision hereof, the Note shall not be issued nor shall the District be obligated to issue the same nor shall the Lender be obligated to purchase the same, unless and until the District and the Lender shall execute the Line of Credit Agreement in substantially the form attached hereto as Exhibit "B," together with such changes as shall be approved by the Chair, such approval to be conclusively evidenced by the execution thereof by the Chair. The Line of Credit Agreement shall be executed on behalf of the District with the manual signature of the Chair, attested with the seal of the District and by the manual signature of the Secretary.

**6. LIMITED OBLIGATION.** The Note, when delivered by the District pursuant to the terms hereof and of the Line of Credit Agreement, shall not be or constitute a general obligation or indebtedness of the District, Charlotte County, Florida or the State, or any political subdivision thereof, within the meaning of any Constitutional, statutory or other limitation of indebtedness, but shall be a special obligation of the District payable from and secured solely by the Pledged Revenues as herein, in the Note and in the Line of Credit Agreement provided. Any agreements or representations herein or contained in the Note or the Line of Credit Agreement do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the District, and in the event of a breach of any agreement, covenant, or representation, no personal or pecuniary liability or charge payable directly or indirectly from any revenues of the District other than the Pledged Revenues shall arise therefrom. No Owner shall ever have the right to compel the exercise of the taxing power of the District to pay the Note or the interest thereon, or to make any other payments provided for in this Resolution, or be entitled to payment of such principal and interest from any funds other than those pledged herein for such purpose. The Note shall not constitute a lien upon any of the facilities of the District.

**7. NOTE SECURED BY LIEN ON FEMA PROCEEDS AND SPECIAL ASSESSMENTS.** The Note shall be secured by, and the District hereby grants to the Owner to secure payment of the Note, a lien upon and pledge of the Pledged Revenues, as more particularly described in the Line of Credit Agreement. The District promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein.

**8. AMENDMENT.** This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note without the written consent of the Owner.

**9. LIMITATION OF RIGHTS.** With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the District and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the District and the Owner.

**10. APPLICABLE PROVISIONS OF LAW.** This Resolution shall be governed by and construed in accordance with the laws of the State.

**11 CAPTIONS.** The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**12. ADDITIONAL AUTHORIZATION.** The Chair, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Bonds, and final levy of the Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the this Resolution. The Vice Chair is hereby authorized to act in the stead of the Chair in any undertaking authorized or required of the Chair hereunder, and in the absence of the Chair and Vice Chair, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

**13. CONFLICTS.** This Resolution shall be construed to the maximum extent possible to give full force and effect to its provisions. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

**15. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

[CONTINUED ON NEXT PAGE]

**APPROVED and ADOPTED** this 15th day of November, 2022.

**ATTEST:**

**WEST PORT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chair, Board of Supervisors

(SEAL)

Exhibit A; Term Sheet  
Exhibit B: Line of Credit Agreement

Exhibit A; Term Sheet



Exhibit B: Line of Credit Agreement

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**6C**

## **LINE OF CREDIT AGREEMENT**

This LINE OF CREDIT AGREEMENT (this “Agreement”) is made and entered into as of November 17, 2022 and is by and between the West Port Community Development District, an independent special district organized pursuant to and in accordance with Chapter 190, Florida, and its successors and assigns (the “District”), and Synovus Bank, and its successors and assigns as holder of the hereinafter defined Note (the “Lender”);

WHEREAS, the Board of Supervisors of the District did, on November 15, 2022 adopt its Resolution No. 2023-03 (the “Resolution”) authorizing, among other things, the issuance of a Taxable Non-Revolving Line of Credit Note (the “Note”) of the District in the principal amount not to exceed \$500,000.00 for the purpose of financing the herein described Projects; and

WHEREAS, the District hereby determines that it is desirable and in the best interest of the District to enter into this Agreement whereby the Lender will make a line of credit available to the District (the “Line of Credit”) to pay the costs of the Projects from time to time; and

WHEREAS, the obligation of the District to repay advances on such Line of Credit shall be evidenced by the delivery of the Note to the Lender; and

WHEREAS, the Note shall be issued pursuant to the terms and provisions of the Resolution and this Agreement; and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by the Resolution.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

### **ARTICLE I**

#### **DEFINITION OF TERMS**

Section 1.01. Definitions. The words and terms used in this Agreement shall have the meanings as set forth in the Resolution and in the recitals above, unless otherwise defined herein. Unless the context shall otherwise require, the following words and terms as used in this Agreement shall have the following meanings:

“Act” means Chapter 190, Florida Statutes, the Enabling Ordinance, and other applicable provisions of law.

“Additional Debt” means any obligation described in Section 6.01 hereof.

“Agreement” means this Line of Credit Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“Annual Budget” means the annual budget for the District for each Fiscal Year in accordance with Section 2.05(b) below and in accordance with the laws of the State of Florida.

“Annual Debt Service Requirement” means for a given Fiscal Year the aggregate amount required to pay the principal and interest coming due on the Note and any Additional Debt during that Fiscal Year.

“Authorized Depository” means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the District as a depository, which is authorized under Florida law to be a depository of municipal funds and which has qualified with all applicable state and federal requirements concerning the receipt of District funds.

“Bond Counsel” means counsel experienced in matters relating to the validity of, and the exclusion from gross income for federal income tax purposes of interest on, obligations of states and their political subdivisions.

“Business Day” means any day other than a Saturday, Sunday or day on which banking institutions within Charlotte County, Florida are authorized or required by law to remain closed.

“Chair” means the Chairperson or Vice Chairperson of the Governing Body.

“Chief Financial Officer” means the chief financial officer of the District as defined in Section 218.403, Florida Statutes.

“Costs of the Projects” means with respect to the Projects, all items of cost authorized by the Act, including the costs of issuance of the Note.

“County” means Charlotte County, Florida

“Dated Date” means the date of issuance of the Note.

“Default Rate” shall mean the maximum interest rate allowed by law.

“District” means the independent special district known as the West Port Community Development District, created in accordance with the provisions of the Act, or its successor.

“Enabling Ordinance” means Ordinance No. 2019-03, enacted by the Charlotte County Board of County Commissioners on August 30, 2019.

“Event of Default” shall mean an event of default specified in Article VII of this Agreement.

“FEMA” means the Federal Emergency Management Agency.

“FEMA Proceeds” means all amounts received by the District from FEMA for the reimbursement of Costs of the Project paid by the Town from the proceeds of the Note.

“Final Draw Date” means that date which is two (2) years after the date of issuance of the Note by the District, unless the Final Draw Date is extended pursuant to Section 5.07 hereof.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the District pursuant to general law.

“Governing Body” means the Board of Supervisors of the District, or its successor in function.

“Governmental Authority” shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Holder” means the registered owner (or its authorized representatives) of the Note from time to time, initially the Lender.

“Lender” means Synovus Bank and its successors and assigns.

“Line of Credit Documents” means this Agreement, the Note, the Resolution and all other documents, agreements, certificates, schedules, notes, statements, and opinions, however described, referenced herein or executed or delivered pursuant hereto or in connection with or arising with the Line of Credit or the transaction contemplated by this Agreement.

“Loan” means the outstanding principal amount of the Note issued hereunder.

“Maturity Date” means that date which is five (5) years after the date of issuance of the Note by the District.

“Monetary Default” shall mean an Event of Default described in Section 7.01(a) hereof.

“Note” means the District’s Taxable Non-Revolving Line of Credit Note, authorized to be issued hereunder in an aggregate principal amount not to exceed of \$500,000.

“Note Rate” means a fixed rate equal to 6.95% per annum; provided, however, that upon the occurrence of a Monetary Event of Default the Note Rate shall immediately and automatically become the Default Rate until such Event of Default is cured.

“Person” means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

“Pledged Funds” means Pledged Revenues and, until applied in accordance with the terms of this Agreement, proceeds received by the District from advance on the Note.

“Pledged Revenues” means the (i) Special Assessments, (ii) the FEMA Proceeds, and (iii) the proceeds of any additional debt issued by the District to refinance the Note.

“Projects” means expenditures for extraordinary, nonrecurring items the District desires or needs to undertake subsequent to and as a result of any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the President of the United States or the Governor of the State, unless the need for a declaration has been waived by the Lender in writing (and specifically including but not limited to expenditures necessary to address damage from Hurricane Ian, for which Governor DeSantis declared a State of Emergency pursuant to Executive Order 22-219, among other actions).

“Resolution” means Resolution No. 2023-03, adopted by the Governing Body on November 15, 2022, pursuant to which the Note is authorized to be issued, including any resolution or resolutions supplemental hereto.

“Secretary” means the Secretary or any Assistant Secretary of the District.

“Special Assessments” means the operation and maintenance special assessments to be levied by the District to repay the Note and on all of the assessable real property in the District in accordance with the Act.

“State” means the State of Florida.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

## ARTICLE II

### REPRESENTATIONS OF DISTRICT

The District represents and warrants to the Lender that:

Section 2.01. Powers of District. The District is an independent special district organized and existing under the Act. The District has the power to borrow the amount provided for in this Agreement, to execute and deliver the Line of Credit Documents, to secure the Note in the manner contemplated hereby, and to perform and observe all the terms and conditions of the Note and this Agreement on its part to be performed and observed. The District may lawfully issue the Note in order to obtain funds to finance the Projects.

Section 2.02. Authorization of Line of Credit. The District has, had or will have, as the case may be, full legal right, power, and authority to adopt the Resolution and to execute and deliver this Agreement, to issue, sell, and deliver the Note to the Lender, and to carry out and consummate all other transactions contemplated hereby and by the Line of Credit Documents, and the District has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The District, by the Resolution, has duly authorized the borrowing of the amount provided for in this Agreement, the execution and delivery of this Agreement, and the making and delivery of the Note to the Lender, and to that end the District warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Note. The District has duly adopted the Resolution and authorized the execution, delivery, and performance of the Note and the Agreement and the taking of any and all other such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Line of Credit Documents. The Note will, when issued, be duly authorized, executed, issued and delivered to the Lender and will constitute a legal, valid and binding obligation of the District enforceable in accordance with its terms and the terms of the Resolution, and will be entitled to the benefits and security of the Resolution and this Agreement. All approvals, consents, and orders of and filings with any Governmental Authority or agency which would constitute a condition precedent to the issuance of the Note or the execution and delivery of or the performance by the District of its obligations under the Line of Credit Documents have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

Section 2.03. Agreements. The making and performing by the District of this Agreement will not violate any provision of the Act, or any ordinance or resolution of the District, or any regulation, order or decree of any court, and will not result in a breach of any of the terms of any agreement or instrument to which the District is a party or by which the District is bound. The Line of Credit Documents constitute (or will constitute, in the case of the Note) legal, valid and binding obligations of the District enforceable in accordance with their respective terms.

Section 2.04. Litigation, Etc. There are no actions or proceedings pending or threatened against the District which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the District, or which question the validity of this Agreement, the Note or any of the other Line of Credit Documents or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby. The District is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound.

Section 2.05 General Financial Information.

(a) The financial information regarding the District furnished to the Lender by the District in connection with the Loan is complete and accurate, and there has been no material and adverse change in the financial condition of the District from that presented in such information.

(b) The District shall adopt an annual budget as required by law. The District shall provide the Owner of the Note with a copy of its annual operating budget for each fiscal year not later than sixty (60) days after its adoption. The budget shall specifically detail the Special Assessments and any other special assessments to be levied by the District with respect to such fiscal year. In the event that the amount previously budgeted for such purpose is at any time insufficient to pay such principal of and interest on the Note, and subject to complying with applicable legal procedures and other law, the District covenants to take immediate action to amend its budget so as to budget and appropriate an amount sufficient to pay such debt service on the Note.

(c) The District shall cause an audit to be completed of its books and accounts and shall furnish to the Owner within 270 days after the end of each fiscal year audited year-end financial statements of the District certified by an independent certified public accountant selected pursuant to Florida law to the effect that such audit has been conducted in accordance with generally accepted accounting standards and stating whether such financial statements present fairly in all material respects the financial position of the District and the results of its operations and cash flows for the periods covered by such audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. Such financial statements shall include a balance sheet and statement of revenues, expenditures and changes in fund balances, with comparative figures to the prior year and including a comparison of actual results to budgeted projections, and shall be prepared in accordance with Chapter 10.550 of the rules of the Florida Auditor General or the provisions of any successor statute or rule governing Florida local government entity audits.

(d) The District will also provide the Lender with any financial information the Lender shall reasonably request.

**ARTICLE III**

**COVENANTS OF THE DISTRICT**



Section 3.01 Certain Affirmative Covenants. The District covenants, for so long as the Note is outstanding and unpaid or any duty or obligation of the District hereunder or under the Note remains unpaid or unperformed, as follows:

(a) The District shall duly and punctually pay the principal of the Note and the interest thereon at the dates and place and in the manner provided herein and in the Note according to the true intent and meaning thereof.

(b) Proceeds from the Note will be used only to pay Costs of the Projects.

(c) The District shall within ten (10) days after it acquires knowledge thereof, notify the Lender in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Lender with such written notice, a detailed statement by a responsible officer of the District of all relevant facts and the action being taken or proposed to be taken by the District with respect thereto.

(d) The District will take all reasonable legal action within its control in order to maintain its existence as a community development district pursuant to the Act until all amounts due and owing from the District to the Lender under the Note have been paid in full, and shall not voluntarily dissolve or seek to remove existing assessable lands from within its boundaries. .

(e) The District agrees that any and all records of the District with respect to the Projects and/or the Letter of Credit Documents shall be open to inspection by the Lender or its representatives at all reasonable times at the offices of the District.

(f) In the event the Note or this Agreement should be subject to the excise tax on documents, the District shall pay such taxes or reimburse the Lender for any such taxes paid by it.

Section 3.02 Certain Negative Covenants. The District covenants, for so long as any of the principal amount of or interest on the Note is outstanding and unpaid or any obligations of the District under any of the Letter of Credit Documents remain unpaid or unperformed, that:

(a) The District shall not take any action impairing the authority thereby or hereby given with respect to the issuance and payment of the Note.

(b) The District shall not pledge or encumber the Pledged Funds except pursuant to or as permitted by this Agreement.

(c) The District shall not alter, amend or repeal the proceedings pursuant to which the Special Assessments are levied and collected, or any action impairing the authority thereby or hereby given with respect to the levy, collection and pledge of the Special Assessments or the payment of the Note, without the prior written approval of the Lender.

(d) The District shall not loan money or make advances or other extensions of credit to other Persons.

Section 3.03. Lender Fees and Expenses. The District hereby agrees to pay the fees and expenses of counsel to the Lender in connection with the issuance of the Note in the amount of \$12,000.00 said amount to be due and payable upon the issuance of the Note. In addition, the District agrees to pay at closing the Lender's loan commitment fee of \$1,500.00 (30 basis points).

Section 3.04. Miscellaneous Covenants and Representations.

(a) The District shall not dispose of any of its assets other than in the ordinary course of business.

(b) The District shall promptly inform the Lender of any actual or potential contingent liabilities or pending or threatened litigation of any amount and known to the District that could reasonably be expected to have a material and adverse effect upon the financial condition of the District or which, if determined adversely to the District would adversely affect the security for the payment of the Note.

(c) The District shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated community development districts of the State and shall upon the request of the Lender, provide evidence of such coverage to the Lender.

(d) The District is in compliance with and shall comply with all applicable federal, state and local laws and regulatory requirements.

(e) The District shall not incur any other indebtedness payable from the Special Assessments, without the Lender's written consent, which consent may be withheld or conditioned in the Lender's sole discretion, regardless of whether such obligation or debt is superior to, on a parity with or subordinate to the Note. Notwithstanding the foregoing, and as a point of clarification, the District shall not be precluded from: (i) incurring indebtedness not payable from the Special Assessments to finance additional portions of the District's capital improvement plan as may be amended from time to time, or (ii) financing projects that are necessary for health, safety or welfare reasons or to remediate a natural or man-made disaster.

(f) All improvements of the District funded as part of the Projects are and will be owned by the District or by another political subdivision of the State and all such improvements shall be available for use by the general public on the same basis, subject only to conditions imposed by the District or another political subdivision of the State as may be necessary to protect the health, safety and general welfare of the District and its inhabitants, visitors, property owners and workers or to protect such improvements from damage, misuse or destruction. The District shall observe and perform all of the terms and conditions of the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or

judicial body applicable to the improvements. The District shall levy, in addition to the Special Assessments, assessments as shall be necessary to provide for the maintenance of the improvements.

Section 3.05. Registration and Exchange of Notes; Persons Treated as Owners. So long as the Note shall remain unpaid, the District will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. The District will transfer the registration of a Note upon written request of the Lender specifying the name, address and taxpayer identification number of the transferee.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Note shall be made only to or upon the written order of such Person. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

Section 3.06. Payment of Principal and Interest. The District promises that it will promptly pay the principal of, interest on and any other amounts due under the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof, provided that the principal of, interest on and any other amounts due under the Note are payable from and secured solely by the Pledged Funds, and nothing in the Note or this Agreement shall be construed as pledging any other funds or assets of the District to such payment or as authorizing such payment to be made from any other source.

In order to secure the payment of the principal of and interest on the Note, the District in the Resolution has pledged and does hereby pledge and grant a lien on the Pledged Revenues to the Owner.

Section 3.07. Redemption. The District shall be entitled or required to prepay the Note prior to maturity in whole or in part, without penalty or premium, in the manner and subject to the conditions set forth in the form of Note attached as Exhibit "A" hereto.

Section 3.08. Business Days. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that interest shall continue to accrue until the payment is actually received by the Lender.

Section 3.09. Officers and Employees of the District Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the Governing Body, or any officer, agent or employee, as such, of the District past, present or future, it being expressly understood (a) that the obligation of the District under this Agreement and the Note is solely a corporate one, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Governing Body, or the officers, agents, or

employees, as such, of the District, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such member of the Governing Body, and every officer, agent, or employee, as such, of the District under or by reason of the obligations, covenants or agreements contained in this Agreement, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Note on the part of the District.

Section 3.10. Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the District shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Holder furnishing the District proof of ownership thereof and complying with such other reasonable regulations and conditions as the District may prescribe and paying such expenses as the District may incur. The Note so destroyed, surrendered, stolen or lost shall be canceled and shall be of no further force and effect.

Section 3.11. Special Assessments.

The District will annually determine the amount of the Special Assessments necessary to pay the principal of and interest on the Note in accordance with the Act, and will separately identify such amount in its annual operating budget for each fiscal year. In the event the District anticipates that the FEMA Proceeds will be insufficient to pay the principal of and interest due on the Note in a given fiscal year, the District shall appropriate in its annual budget, by amendment, if required, amounts from Special Assessments sufficient to pay the principal of and interest due on the Note in such fiscal year when due.

The District covenants that, subject to compliance with Florida law, it will cause the Special Assessments to be levied and collected each year, (i) commencing with the District's fiscal year beginning October 1, 2023, (ii) pursuant to the methods provided for in Chapter 190, Florida Statutes, (iii) in such amounts as shall produce an amount at least sufficient to pay the principal of and interest on the Note as the same becomes due and payable, in addition to all other expenses payable out of the Special Assessments, and (iv) including amounts sufficient to cover any shortfall in Special Assessments from any prior fiscal year, if any. Any assessable real property within the boundaries of the District that has been platted and sold shall be collected pursuant to the "uniform method" provided for in Sections 197.3632 and 197.3636, Florida Statutes, unless such uniform method is legally unavailable. The District represents to the Lender that the District shall take all steps within its power as shall in the future be legally necessary to impose the Special Assessments in such amounts as required hereunder and in the Note. The District covenants that if any of the Special Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make any such assessment when it might have done so, the District covenants that it will take all necessary steps to cause new Special Assessments to be made in the manner provided by law and

in any case any such second Special Assessment or an initial Special Assessment for one that shall have been omitted, shall either in whole or in part be annulled, vacated or set aside, or be unenforceable or uncollectible by reason of defect or irregularity, the District shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

Section 3.12. Special Assessment Records. The District shall maintain records with respect to the Special Assessments which shall be updated as Special Assessments are collected. The records shall detail Special Assessments (i) levied to date on a parcel-by-parcel basis and (ii) the aggregate amount of Special Assessments collected to date. A report setting forth the foregoing information as of May 31 of each year will be provided to the Lender by June 10 of each year, and if there are any delinquent Special Assessments, the District will provide the Lender with another report, by September 1 of such year, updating the information in said report. Also, commencing with the District's fiscal year beginning October 1, 2023, the District shall provide the Lender with a copy of the certified assessment roll detailing the Special Assessments to be imposed for such fiscal year, within thirty (30) days of the date such roll becomes available.

Section 3.13. FEMA Proceeds; Prepayment. The District covenants to apply for such FEMA Proceeds as the District reasonably believes it is eligible, and shall provide evidence of such application to the Lender. The District covenants to apply all FEMA Proceeds paid to the District as reimbursement for draws on the Note to the repayment of the Note within thirty (30) days of the District's receipt thereof. The District further covenants to take all action necessary for the District to remain qualified to apply for and receive the FEMA Proceeds.

## ARTICLE IV

### CONDITIONS OF LENDING

Section 4.01. Conditions of Lending. The obligations of the Lender to lend hereunder are subject to the following conditions precedent:

- (a) Representations and Warranties. The representations and warranties set forth in the Line of Credit Documents are and shall be true and correct to the best of the District's knowledge on and as of the date hereof.
- (b) No Default. On the date hereof and on the date of issuance of the Note the District shall be in compliance with all the terms and provisions set forth in the Line of Credit Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.
- (c) Supporting Documents. On or prior to the date hereof, the Lender shall have received the following supporting documents, all of which shall be satisfactory in form and

substance to the Lender (such satisfaction to be evidenced by the purchase of the Note by the Lender):

- (i) The opinion of the attorney for the District, regarding the organization and creation of the District, the District's authority under Chapter 190, Florida Statutes to levy and impose the Special Assessments, the District's authority to enter into this Agreement and the Note, the due execution, delivery, validity and enforceability of this Agreement and the Note, the due adoption of the Resolution, and the absence of material litigation;
- (ii) The opinion of Bond Counsel to the effect that the Note and this Agreement are valid obligations of the District, enforceable against the District in accordance with their terms; and
- (iii) Such additional supporting documents as the Lender may reasonably request.

## **ARTICLE V**

### **THE LINE OF CREDIT; DISTRICT'S OBLIGATION; DESCRIPTION AND PAYMENT TERMS**

#### Section 5.01 Procedure for Making Draws on the Note.

(a) Draw Limitations. The total principal amount outstanding on the Note shall never exceed \$500,000. Each draw on the Note shall be at least \$10,000. Draws may be made beginning of the date of issuance of the Note and continuing until the Final Draw Date.

(b) Conditions to Draws. Prior to each draw on the Note, the District shall provide the Lender with a Draw Certificate of the District in the form attached hereto as Exhibit "B," including any required attachments or exhibits. The Draw Certificate shall be signed by either the Chair, the District Manager or the Chief Financial Officer of the District. Draw requests shall be addressed to the Lender as follows, or to such other address as the Lender may provide to the District in writing:

Synovus Bank  
7768 Ozark Drive, Suite 100  
Jacksonville, Florida 32256  
Attn; Andy LaFear, Relationship Manager, Government Banking Solutions  
[andylafear@synovus.com](mailto:andylafear@synovus.com)

(c) Draw Fees. None.

(d) Reborrowing. The District shall be not permitted to reborrow amounts that have been drawn and repaid.

(e) Honor of Draw Request. The Lender will review each draw request to satisfy itself that the proceeds of the draw will be used for a purpose permitted hereunder. Assuming that to be the case, the Lender will honor each draw request within three (3) Business Days of receipt thereof.

Section 5.02. Description and Payment Terms of the Note. To evidence the obligation of the District to repay draws made hereunder, the District shall issue and deliver to the Lender the Note in the form attached hereto as Exhibit "A." The Note shall bear interest at the Note Rate. Payments of accrued interest shall be due and payable in arrears on the 1<sup>st</sup> day of each month after the Note is issued. All principal shall be due and payable on the Maturity Date, unless paid earlier in accordance with the provisions hereof and thereof.

Section 5.03. Application of Revenues. The District shall pay to the Lender (i) on or before each interest payment date for the Note, the amount required for the interest payable on such date; and (ii) on or before the Maturity Date, the amount of principal payable on such date.

Section 5.04. Payment of Costs of the Project. Advances on the Note shall be applied by the District to pay the Costs of the Projects. Upon the completion of the Projects, amounts advanced to the District in excess of the Cost of the Projects shall be applied to the prepayment of the Note at the earliest date permissible under the terms of this Agreement.

Section 5.05. Investments. Special Assessments received by the District shall be held in depository accounts with one or more "authorized depositories," and invested pursuant to written instructions of the District, in investments in which the District is permitted to invest under applicable law. All such investments shall be made so as to insure that the investments mature or otherwise come due no later than one (1) Business Day prior to the date on which the moneys are needed for payment of debt service on the Note.

Section 5.06. Auto-Debit. At all times while this Agreement is in effect, payments due on the Note will be set up on an "auto-debit basis," which will automatically be debited by the Lender from a predesignated account of the District maintained with the Lender for the interest and principal payments on the Note when due; provided, however, that the payment obligations of the District shall only be satisfied upon receipt by the Lender of such amounts owed.

Section 5.07. Request by the District for Extension of Final Draw Date.

(a) Not later than ninety (90) days prior to the Final Draw Date, the District may by written notice to the Lender request that the Lender extend the Final Draw Date. The Final Draw Date shall not be extended beyond the Maturity Date. Failure of the Lender to provide a written response to the District within thirty (30) days after receipt of such request shall be deemed a rejection by the Lender of such request. If the Lender agrees to extend the Final Draw Date, the

District shall, except as otherwise agreed to in writing by the Lender, be deemed to have made the representations and warranties contained herein on and as of the date on which the Final Draw Date is extended.

(b) The Lender's decision of whether to agree to extend the Final Draw Date shall be in the Lender's sole discretion, shall be subject to such additional terms and conditions as the Lender may impose, and may further be subject to such fees as the Lender may determine to charge.

## **ARTICLE VI**

### **ADDITIONAL DEBT**

Section 6.01. Issuance of Additional Debt. The District will not issue or incur additional debt, or borrow additional moneys, secured by or payable from the Pledged Revenues, without the written consent of the Lender, except for debt to finance projects that are necessary for the health, safety or welfare of the residents of the District or to remediate a natural or man-made disaster. Notwithstanding the foregoing, and as a point of clarification, the District shall not be precluded from: (i) incurring indebtedness not payable from the Special Assessments to finance additional portions of the District's capital improvement plan as may be amended from time to time, or (ii) financing projects that are necessary for health, safety or welfare reasons or to remediate a natural or man-made disaster.

## **ARTICLE VII**

### **EVENTS OF DEFAULT**

Section 7.01. General. An "Event of Default" shall be deemed to have occurred under this Agreement if:

- (a) The District shall fail to make any payment of the principal of or interest on the Note when the same become due and payable, whether by maturity, by acceleration at the discretion of the Lender as provided for in Section 7.02, or otherwise; or
- (b) The District shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, other than a term or covenant a default in the performance of which or noncompliance with which is dealt with in Section 7.01(a) or (c) through (h) hereof, which default or non-compliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the District by the Lender; or (ii) the Lender is notified of such noncompliance or should have been so notified pursuant to the provisions of Section 3.01(b) of this Agreement, whichever is earlier; or



- (c) Any representation or warranty made in writing by or on behalf of the District in any Line of Credit Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
- (d) The District admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
- (e) The District is adjudged insolvent by a court of competent jurisdiction, or it is adjudged bankrupt on a petition in bankruptcy filed by or against the District, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or
- (f) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
- (g) The District shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Lender or any other subsidiary or affiliate of the Lender; or
- (h) The District fails to promptly remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations under this Agreement and the Note; or
- (i) A judgment or order shall be rendered against the District for the payment of money in excess of \$250,000 and such judgment or order shall continue unsatisfied or unstayed for a period of more than 30 days. However, if the District is diligently pursuing a remedy, then the cure period is extended to ninety (90) days.

Section 7.02. Effect of Event of Default. Following the occurrence of any Event of Default, the Lender may declare all obligations of the District under the Line of Credit Documents to be immediately due and payable without further action of any kind and upon such declaration the Note and the interest accrued thereon shall become immediately due and payable. In addition, and regardless of whether such declaration is or is not made, the Lender may also seek enforcement of and exercise all remedies available to it under the Resolution, the Act and any other applicable law.

Should the District default in any obligation created by this Agreement or the Note, the Lender may, in addition to any other remedies set forth in this Agreement or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent

jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted or contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the District or by any officer thereof. Upon an Event of Default, the Lender may recover from the District all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.01. No Waiver; Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power, remedy hereunder, or under the Note or other Line of Credit Documents shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 8.02. Amendments; Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except by written instrument between the Lender and the District. The District agrees to pay all of the Lender's costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the District's request or behest.

Section 8.03. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 8.04. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 8.05. Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the District in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Note is outstanding.

Section 8.06. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent by overnight

common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to Lender: Synovus Bank  
1148 Broadway  
Columbus, GA 31901  
Attn: Loan Operations

with a copy to: Synovus Bank  
7768 Ozark Drive, Suite 100  
Jacksonville, Florida 32256  
Attn; Andy LaFear, Relationship Manager,  
Government Banking Solutions  
[andylafear@synovus.com](mailto:andylafear@synovus.com)

If to District: West Port Community Development District  
c/ o District Manager  
Wrathell , Hunt & Associates\  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
[wrathellc@whhassociates.com](mailto:wrathellc@whhassociates.com)

with a copy to: Jere Earlywine  
KE Law Group, PLLC  
2016 Delta Road, Suite 101  
Tallahassee, FL 32303  
[jere@kelawgroup.com](mailto:jere@kelawgroup.com)

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 8.06.

Section 8.07 Applicable Law. This Agreement shall be construed pursuant to and governed by the substantive laws of the State, with venue in any judicial proceeding in Charlotte County, Florida.

Section 8.08 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The District shall have no right to assign any of its rights or obligations hereunder without the prior written consent of the Lender, which consent may be withheld or conditioned in the Lender's sole discretion.

Section 8.09. Conflict. In the event any conflict arises between the terms of this Agreement and the terms of any other Line of Credit Document, the terms of this Agreement shall govern in all instances of such conflict.

Section 8.10. No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

Section 8.11 Attorneys Fees. To the extent legally permissible, the District and the Lender agree that in any suit, action or proceeding brought in connection with this Agreement, the Note, or the Resolution (including any appeal(s)), the prevailing party shall be entitled to recover costs and reasonable attorneys' fees from the other party.

Section 8.12. Entire Agreement. Except as otherwise expressly provided, this Agreement and the other Line of Credit Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 8.13. Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 8.14. Waiver of Jury Trial. THE DISTRICT AND THE LENDER EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON OR ARISING OUT OF THE LINE OF CREDIT DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENT OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO THE LINE OF CREDIT DOCUMENTS.

Section 8.15. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of the Note), the District acknowledges and agrees, that: (a) (i) the District has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the District is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Note, (iii) the Lender is not acting as a municipal advisor or financial advisor to the District, and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the District with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the District on other matters); (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the District or any other person

and (ii) the Lender has no obligation to the District, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Note; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the District, and the Lender has no obligation to disclose any of such interests to the District. This Agreement and the Note are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*, to the extent that such rules apply to the transactions contemplated hereunder.

Section 8.16. Marketing. The District acknowledges and agrees that the Lender shall be permitted to use information related to the Note in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo of the Lender or other identifying name on marketing materials or of “tombstone” advertisements in publications of lender’s choice at Lender’s expense.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

[Remainder of page intentionally left blank]

WEST PORT COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SEAL]

SYNOVUS BANK

By: \_\_\_\_\_

Andy LaFear, Relationship Manager  
Government Banking Solutions

**EXHIBIT A**

REGISTERED  
No. R- 1

REGISTERED  
Not to exceed  
\$500,000.00

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
WEST PORT COMMUNITY DEVELOPMENT DISTRICT  
TAXABLE NON-REVOLVING LINE OF CREDIT NOTE, SERIES 2022

Interest Rate:

6.95%

Maturity Date:

November \_\_, 2027

Dated Date:

November \_\_, 2022

REGISTERED OWNER:

SYNOVUS BANK

MAXIMUM PRINCIPAL AMOUNT:

FIVE HUNDRED THOUSAND DOLLARS  
(\$500,000)

KNOW ALL MEN BY THESE PRESENTS, that the West Port Community Development District, Florida, an independent special district created pursuant to Chapter 190, Florida Statutes (hereinafter called the "District") for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the interest rate per annum set forth herein (the "Note Rate"), until the entire Principal Amount has been repaid. Principal of and interest on this Note will be paid by bank wire, check, draft or bank transfer delivered to the Registered Owner hereof at such address as may be provided in writing by the Registered Owner to the District no later than the close of business on the fifth Business Day (as defined in the hereinafter described Agreement), next preceding each interest payment date (the "Record Date"). This Note shall bear interest at the Interest Rate set forth above; provided, however, that upon the occurrence of a Monetary Default (as defined in the Agreement), the Note Rate shall immediately and automatically become the Default Rate (as defined in the Agreement) until such Event of Default is cured. Interest shall be calculated on the basis of a 360 day year consisting of twelve (12) thirty (30) day months.

Notwithstanding the foregoing, in no event shall the interest rate payable on this Note exceed the maximum rate permitted by law.

Payments of accrued interest hereon, based on the amount drawn by the District from time to time pursuant to the Line of Credit Agreement between the District and Synovus Bank (the

“Lender”) dated November 17, 2022 (the “Agreement”), will be payable monthly on the 1<sup>st</sup> Business Day of each month, beginning December 1, 2023, and on the Maturity Date. Payments of principal will be due on the first day of each month, beginning December 1, 2024, in accordance with a schedule prepared by the Lender based on the amount drawn and not repaid on the final Draw Date. Said schedule shall provide for approximately level debt service each month from the date of the first principal payment through the Maturity Date. All payments by the District pursuant to this Note shall apply first to accrued interest, then to other charges due to the Owner, and the balance thereof shall apply to the principal sum due.

Each date when principal and/or interest on this Note is due is a “Payment Date.” If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date shall be due on the next Business Day.

Upon the occurrence of an Event of Default (as defined in the Agreement), the Holder may declare the entire outstanding balance due hereon to be immediately due and payable, and in any such acceleration the District shall also be obligated to pay all costs of collection and enforcement thereof, including such fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

In addition, if any payment due to the Holder is more than fifteen (15) days overdue, a late charge equal to six percent (6%) of the overdue payment shall be assessed.

This Note is issued in the aggregate principal amount not to exceed \$500,000 to pay the Costs of the Projects (as defined in the Agreement), pursuant to the authority of and in full compliance with the Act (as defined in the Agreement), Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors of the District on November 15, 2022 (the “Resolution”), and the Agreement, and is subject to all the terms and conditions of the Agreement. All terms, conditions and provisions of the Agreement are by this reference thereto incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Line of Credit Agreement.

This Note and the interest hereon are payable from and secured solely by a pledge of and lien on the Pledged Funds, in the manner and to the extent in the Agreement provided. Reference is hereby made to the Agreement for the provisions, among others, relating to the terms, lien and security of the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Holder of the Note, and the extent of and limitations on the District's rights, duties and obligations, to all of which provisions the Holder hereof for himself and his successors in interest assents by acceptance of this Note. Notwithstanding any other provision of this Note, the District is not and shall not be liable for the payment of the principal of and interest on this Note or otherwise monetarily liable in connection herewith from any property other than the Pledged Funds. No Owner of this Note shall have any right to resort to legal or equitable action to require or compel the District to levy and collect any tax or to keep any tax in force, or to use any tax, if levied and collected, to pay principal, interest or premium on this Note.



THIS NOTE AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY THE MONEYS AND SOURCES PLEDGED THEREFOR. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE DISTRICT, CHARLOTTE COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

This Note shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained herein and in the Agreement.

The principal amount of this Note may be prepaid, in whole or in part at any time without premium or penalty. Once repaid, the principal of this Note may be not reborrowed.

It is further agreed between the District and the Holder of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon any tangible personal property of or in the District, but the Note shall only be secured by the Pledged Funds, in the manner and to the extent provided in the Agreement. Neither the members of the governing body of the District nor any person executing the Note shall be liable personally on the Note by reason of its issuance.

This Note shall not require delivery for prepayment or principal installment payment.

The District may prepay and redeem this Note, in whole or part, at any time or from time to time, without penalty or premium, by paying to the Lender all or a part of the principal amount of the Note to be repaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each prepayment and redemption of such Note shall be made on such date and in such principal amount as shall be specified by the District in a written notice delivered to the Lender not less than ten days prior thereto specifying the principal amount to be prepaid and the date of such prepayment. This Note shall be redeemed in whole or in part prior to maturity from all FEMA Proceeds paid to the District as reimbursement for draws on this Note, within thirty (30) days of the District's receipt thereof.

This Note may be assigned by the owner of this Note, or any assignee or successor-in-interest thereto. Such assignment shall only be effective, and the District obligated to pay such assignee, upon delivery to the Secretary at the notice address set forth in the Agreement (or such future address as may serve as the address of the District) of a written instrument or instruments of assignment in the form provided herein, duly executed by the owner of this Note or by his attorney-in-fact or legal representative and notarized, containing written instructions as to the details of assignment of this Note, along with the social security number or federal employer identification number of such assignee. In all cases of an assignment of this Note the District shall at the earliest practical time in accordance with the provisions of the Agreement enter the change

of ownership in the registration books; provided, however, the written notice of assignment must be received by the Secretary of the District no later than the close of business on the Record Date in order to carry the right to receive the interest and principal payment due on the next succeeding Payment Date. The District may conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Note to which it relates. The District may charge the registered owner of the Note for the registration of every such assignment of the Note an amount sufficient to reimburse it for any tax, fee or any other governmental charge required to be paid, except for any such governmental charge imposed by the District, with respect to the registration of such assignment, and may require that such amounts be paid before any such assignment of the Note shall be effective.

THE REGISTERED OWNER, BY ITS ACCEPTANCE OF THIS NOTE, AND THE DISTRICT, BY ITS ACCEPTANCE OF THE PROCEEDS OF THE NOTE, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE RESOLUTION OR THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the West Port Community Development District has caused this Note to be executed in its name by the manual signature of the Chair of its Board of Supervisors, and attested by the manual signature of its Secretary and its corporate seal or a facsimile thereof affixed hereto, all as of this \_\_\_\_ day of November, 2022.

[Remainder of page intentionally left blank]

WEST PORT COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Chair, Board of Supervisors

Attest by: \_\_\_\_\_  
Secretary

[SEAL]

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note in the books kept by the District for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particular, or any change whatever.

\_\_\_\_\_  
SOCIAL SECURITY NUMBER OR  
FEDERAL IDENTIFICATION  
NUMBER OF ASSIGNEE

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

- TEN COM – as tenants in common
- TEN ENT – as tenants by the entireties
- JT TEN – as joint tenants with the right of survivorship and not as tenants in common
- UNIFORM TRANS MIN ACT - \_\_\_\_\_ Custodian for \_\_\_\_\_ (Cust.) (Minor) under Uniform Transfers to Minors Act of \_\_\_\_\_ (State).

Additional abbreviations may also be used though not in the above list.

Name and address of assignee for payment and notice purposes

Notice: _____	Payment: _____
_____	_____
_____	_____

Date: \_\_\_\_\_

Assignee: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

**FORM OF DRAW CERTIFICATE**

The undersigned officer of the West Port Community Development District (the "District") DOES HEREBY CERTIFY THAT:

1. This certificate is being provided to Synovus Bank (the "Lender") in accordance with Section 5.01 of that certain Line of Credit Agreement dated November \_\_, 2022 between the District and the Lender (the "Agreement"), in order to permit the District to make a draw on its Note dated November \_\_, 2022 (the "Note"), which Note has been issued in the principal amount not to exceed \$500,000 (the "Note").

2. The District hereby requests a draw on the Note in the amount of \$\_\_\_\_\_. The proceeds of this draw will be used to pay expenditures for extraordinary, nonrecurring items the District desires or needs to undertake subsequent to and as a result of any natural disaster, for which the District anticipates it will be reimbursed by FEMA, that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the President of the United States, Governor of the State or Chief Executive Officer of the County, unless the requirement of such declaration is waived in writing by the Lender, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. After this draw, \$\_\_\_\_\_ principal amount will have been drawn and remain outstanding.

4. As of the date of this certificate, the undersigned is the duly elected and serving [Chair] [District Manager] [Chief Financial Officer] (circle one) of the District as such is authorized to execute this certificate on behalf of the District.

5. No Event of Default has occurred under the Agreement and no event has occurred and is continuing under the provisions of the Agreement which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default thereunder.

6. The District has duly performed all of its obligations under the Agreement. All representations and warranties of the District contained in the Agreement are true and correct as of the date hereof as if made on this date.

WITNESS my hand and the corporate seal of the District this \_\_\_\_ day of \_\_\_\_\_.

WEST PORT COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SEAL]

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**7A**

# AGREEMENT FOR PROFESSIONAL SERVICES

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

Page 1 of 15  
Task Order Contract

This is an Agreement for Professional Services (hereinafter referred to as the “**Agreement**”) effective as of October 20, 2022 between **West Port Community Development District** (“**CLIENT**”), having its principal office at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 and Rostan Solutions, LLC (“**ROSTAN**”), a Florida limited liability company, having its principal place of business at 3433 Lithia Pinecrest Road, #287, Valrico, FL 33596. **CLIENT** and **ROSTAN** are hereinafter referred to individually as “**Party**” or collectively as “**Parties**.”

The **CLIENT** recognizes that exigent circumstances resulting from DR-4673-FL necessitate that **CLIENT** temporarily forgo a formal procurement process in order to address event-specific needs that demand immediate aid, support, and action.

The **CLIENT**, having taken independent action to verify the reasonableness of the cost of professional services consulting support available in the period immediately following DR-4673-FL requires the support of a qualified third party to assist with the scope of work necessary to address the exigent needs created by DR-4673-FL and has selected **ROSTAN** to provide such services as outlined herein.

**WHEREAS**, the **CLIENT** will issue Task Orders to **ROSTAN** describing the work required under this Agreement, containing a mutually-agreed upon “Not to Exceed” cost, unless otherwise provided herein, with all included work being directly related to those services originally sought by the **CLIENT**. In response, **ROSTAN** will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both Parties.

**NOW, THEREFORE**, in consideration of the mutual promises herein, **ROSTAN** and the **CLIENT** agree that the terms and conditions of this Agreement are as follows:

## DEFINITIONS:

“**Fee Schedule**” shall mean the schedule attached as **Attachment 2** to any applicable Task Order as well as the identical schedule attached as **Schedule B**.

“**Projected Budget**” shall mean the initial projected amount it will cost to complete the Project, with such amount being listed under Section 4 of the Task Order.

“**Scope of Services**” shall mean the services and terms described within any forms which are attached as “**Attachment 1**” to any applicable Task Order, along with any modifications or additions to the services provided by **ROSTAN** to **CLIENT** which are agreed upon by the Parties or otherwise contemplated in this Agreement.

“**Site**” or “**Work Site**” shall mean the location where **ROSTAN** is performing services for the Project on behalf of the **CLIENT**.

“**Task Order**” shall mean the form attached as **Schedule A**, and any later-created substantially similar form, which includes basic information related to the Project and services to be performed by **ROSTAN** as well as attachments related to the Scope of Services and Fee Schedule.

## 1. BASIC SERVICES

1.1. **Scope of Services.** **ROSTAN** shall provide the basic services as described in individual Task Orders authorized in writing by the **CLIENT**. By way of example, but not limitation, a sample Task Order form is provided in **Schedule A**. The Task Order format may be modified from time to time. **ROSTAN**'s obligations under this Agreement are solely for the benefit of the **CLIENT** and no other party is intended to benefit or have rights hereunder. The Scope of Services are subject to modifications and/or additions and are thus subject to the terms of Section 6.1 herein.

1.2. **Standard of Care.** **ROSTAN** shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by **ROSTAN**'s recovery and mitigation professionals and other professionals and individuals skilled in other technical disciplines, as appropriate.

1.3. **Subcontractors.** **ROSTAN** shall be permitted to utilize subcontractors for performing services under any Task Order.



# AGREEMENT FOR PROFESSIONAL SERVICES

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

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Task Order Contract

1.4. **Transportation or Disposal of Hazardous Materials.** The CLIENT further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, ROSTAN is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around CLIENT's Site.

## 2. THE CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

- 2.1. **The CLIENT's Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders. Such representative is listed in Section 1 of the Task Order.
- 2.2. **Project Criteria.** Provide criteria and information as to the CLIENT's requirements for a Task Order, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known by the CLIENT.
- 2.3. **Access.** Arrange for ROSTAN to access the Site as may be reasonably required to perform the Scope of Services. ROSTAN will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. ROSTAN or its representatives may be on Site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by ROSTAN will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.
- 2.4. **Review.** Promptly respond to ROSTAN's requests for decisions or determinations related to the Scope of Services.
- 2.5. **Meetings.** At ROSTAN's discretion and request, hold or arrange to hold meetings required to assist in communication regarding the work required by a Task Order.
- 2.6. **Project Developments.** Give prompt written notice to ROSTAN whenever the CLIENT observes or otherwise becomes aware of any material development that affects the Scope of Services, including, but not limited to the timing, price, and/or scope of ROSTAN's services. For purposes of this Section 2.6, "prompt written notice" shall mean within two (2) business days.

## 3. PERIODS OF SERVICE

- 3.1. **Time of Performance.** Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein.
- 3.2. **Start of Performance.** ROSTAN will start the Scope of Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN shall be paid for the services provided outside the timeline of the relevant Task Orders. Any Task Order will only be valid if signed by the CLIENT's authorized representative and ROSTAN's authorized representative.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature which interrupts or delays ROSTAN's performance, then the time of performance shall be excused for the period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.

- 3.4. **Term and Termination.** This Agreement shall be in effect for the limited period of time necessary to meet the emergency and/or exigent needs of the CLIENT before a procurement allowing for full and open competition can be legitimately conducted. The term of this Agreement shall not exceed **90** days unless a written justification is produced and signed by both parties documenting the reasons for the extension. The CLIENT recognizes and acknowledges that eligibility for federal reimbursement of disaster-related costs will require demonstration of compliance with federal procurement regulations contained 2 CFR Part 200 [Uniform Administrative Requirements, Cost-Principles, and Audit Requirements for Federal Awards].

This Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated. Upon termination, the parties agree that ROSTAN shall only be entitled to payment for its services rendered through the time of notice of termination, subject to any offsets that CLIENT may have. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

#### **4. COMPENSATION**

- 4.1. **ROSTAN Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the CLIENT shall pay ROSTAN the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the Parties or otherwise contemplated in this Agreement. The CLIENT must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by CLIENT to raise any such dispute within the Invoice Dispute Period shall result in CLIENT waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. Invoices are payable by the CLIENT within thirty (30) calendar days after receipt of invoice by CLIENT.
- 4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, or the highest rate allowable by law, at the discretion of Rostan and waivable in whole or in part by ROSTAN at its discretion.

#### **5. NON-CONTROLLABLE COSTS**

- 5.1. **Non-Controllable Costs.** ROSTAN has no control over the cost of labor, materials, equipment or services furnished by others, including, but not limited to, CLIENT'S contractors, and/or subcontractors. ROSTAN has no control over any other person or entity's methods of determining prices. Further, ROSTAN has no control over competitive bidding or market conditions. ROSTAN's opinion of probable cost is made on the basis of ROSTAN's experience and qualifications and represents ROSTAN's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. ROSTAN does not guarantee that proposals, bids or actual project cost will not vary from ROSTAN's opinions of probable cost.

#### **6. GENERAL CONSIDERATIONS**

- 6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT or ROSTAN may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to ROSTAN performing the changed

## AGREEMENT FOR PROFESSIONAL SERVICES

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

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Task Order Contract

services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required materials, labor, and/or resources. Any changes requested by CLIENT or ROSTAN must be requested and approved by the CLIENT's or ROSTAN's authorized representative as the case may be.

- 6.2. **Access to Records.** The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) ROSTAN agrees to permit any of the foregoing parties to reproduce or to copy excerpts and transcriptions as reasonably needed; and (c) ROSTAN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the CLIENT.
- 6.2.1. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend mediation. The Parties agree that the Party who initiates the dispute by this procedure shall provide to the non-initiating Party notice of the commenced proceedings and the names of three (3) proposed mediators, whereby the non-initiating Party shall within ten (10) days thereafter select one (1) mediator of the proposed mediators to conduct the mediation. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the Parties but shall not include travel costs of either Party associated with attending the in-person mediation and/or the expenses of each Party's own legal counsel. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required at the discretion of ROSTAN and/or in the event ROSTAN brings an action against the client for unpaid invoices or other unpaid fees.
- 6.2.2. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 6.2.3. **Compliance with Dispute Resolution.** In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 6.3.1 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place (except in the case where ROSTAN waives such mediation), the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.
- 6.3. **Remedies.** Nothing in this Agreement otherwise prevents the either Party from utilizing any available remedies, administrative, contractual, or legal, where either Party has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.
- 6.4. **Mutual Indemnification.**
  - 6.4.1. ROSTAN hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of Rostan in the performance of its obligations under this Agreement.
  - 6.4.2. To the extent permitted by law, but without waiving the CLIENT's limitations of liability set forth in Section 768.28, Florida Statutes or other applicable law, the CLIENT hereby agrees to indemnify and hold ROSTAN harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of CLIENT as related to the

## AGREEMENT FOR PROFESSIONAL SERVICES

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

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Task Order Contract

services which CLIENT has engaged ROSTAN for under this Agreement or for any injuries suffered by an employee or contractor of CLIENT who is performing work for CLIENT.

- 6.5. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the Parties agree that neither the CLIENT nor ROSTAN shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by ROSTAN hereunder which shall be capped to the extent of ROSTAN's insurance coverage, in no event will ROSTAN's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed the fees which ROSTAN has been paid for services from which the liability arises. Further, ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with applicable programs incident thereto. ROSTAN will not be responsible for other contractors' or subcontractors' failure to perform the work in accordance with their applicable contract with the CLIENT or any other agreement. ROSTAN will not be responsible for the acts or omissions of other contractors or subcontractors, or any of their agents or employees or any other persons or entities at the Site or otherwise performing any of the work.
- 6.6. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- 6.7. **Successors.** This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the non-assigning Party.
- 6.8. **Independent Contractor.** ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.
- 6.9. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the Party.
- 6.10. **Entire Agreement.** This Agreement, including Schedules, Attachments, and Task Orders (including references to other agreements contained in the Task Order), which are executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN, unless otherwise provided in this Agreement.
- 6.11. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a Party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

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

# AGREEMENT FOR PROFESSIONAL SERVICES

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

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Task Order Contract

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**E-Verify.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

7.

7.1. **Effective Date.** This Agreement is effective on the date shown on the cover page.

## 7. SCHEDULES.

7.1 **Schedules.** The following **Schedules**, as well as any future applicable Task Orders, are attached hereto and made a part of this Agreement:

7.1.1 **Schedule A:** *Sample Task Order*

7.1.2 **Schedule B:** *Fee Schedule*

7.1.3 **Schedule C:** *Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*

7.1.4 **Schedule D:** *Certification Regarding Lobbying*

7.2 **Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation ("CFR") Part 200.326 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion within Schedule C "*Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*", are incorporated into the terms of this Agreement, as applicable, and any Task Orders issued.

**8.0 Execution Authority.** This Agreement is a valid and authorized undertaking of the CLIENT and ROSTAN. The representatives of the CLIENT and ROSTAN who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

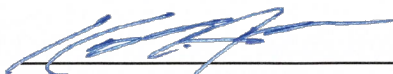
**WEST PORT COMMUNITY DEVELOPMENT  
DISTRICT**

**ROSTAN SOLUTIONS, LLC**

**AGREEMENT FOR PROFESSIONAL SERVICES**

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: JAMES P. HARVEY \_\_\_\_\_

Name: Kyle Jones

Title: CHAIRMAN \_\_\_\_\_

Title: Vice President

Date: 10-26-2022 \_\_\_\_\_

Date: 10/26/2022 \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES**

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

**SAMPLE**

**SAMPLE**

**Schedule A**

**PROFESSIONAL SERVICES TASK ORDER**

**Task Order Number:** \_\_\_\_\_

**Task Order Date:** \_\_\_\_\_

Subject to the Agreement between **CLIENT** and **ROSTAN**, effective \_\_\_\_\_, \_\_\_\_\_, 2022 the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

**1. Basic Project Information.**

Project Name: \_\_\_\_\_ **SAMPLE** \_\_\_\_\_

Project Location: \_\_\_\_\_

CLIENT Representative: \_\_\_\_\_

ROSTAN Representative: \_\_\_\_\_

**2. Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

**3. Period of Service:** The period of service shall be \_\_\_\_\_, 2022 through \_\_\_\_\_, 20\_\_.

**4. Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$\_\_\_\_\_.

**5.** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

**6. Amendment:** [\_\_\_\_\_] This Task Order amends a previously executed Task Order No. \_\_\_\_\_, Dated \_\_\_\_\_.

**ISSUED AND AUTHORIZED BY:**  
WEST PORT COMMUNITY DEVELOPMENT  
DISTRICT

**ACCEPTED AND AGREED TO BY:**  
ROSTAN SOLUTIONS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES**

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

**SAMPLE**

**SAMPLE**

**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: \_\_\_\_\_

**Attachment 1**  
**Scope of Services**

**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: \_\_\_\_\_

**Attachment 2**  
**Fee Schedule**



**Schedule B  
Fee Schedule**

- 1.) **Rate Schedules.** Please see the below Rate Schedules for ROSTAN’s Consulting Services and Debris Monitoring Services under the Parties’ Agreement.
- 2.) **Expenses and Travel.** Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.

*A. Consulting Services Rate Schedule:*

<b>POSITION</b>	<b>HOURLY RATE</b>
<b>CONSULTING SERVICES</b>	
Principal/Program Executive	\$ 185.00
Subject Matter Expert	\$ 190.00
Sr. Program Specialist	\$ 165.00
Sr. Consultant	\$ 170.00
Consultant	\$ 150.00
Jr. Consultant	\$ 120.00
Administrative Support	\$ 75.00
<b>TECHNICAL SERVICES</b>	
Project Manager	\$ 180.00
Assistant Project Manager	\$ 155.00
Senior Technical Specialist	\$ 180.00
Technical Specialist	\$ 155.00
Jr. Technical Specialist	\$ 135.00
Sr. Appeal / Sr. Policy Specialist	\$ 190.00
Appeal / Policy Specialist	\$ 175.00

**AGREEMENT FOR PROFESSIONAL SERVICES**

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

*B. Debris Monitoring Services Rate Schedule:*

<b>Position</b>	<b>Rate</b>
Project Manager	\$95.00
Operations Manager	\$85.00
Field Supervisor	\$50.00
Tower Monitor	\$37.00
Field Monitor	\$37.00
Administrative Assistant	\$40.00
Data Manager/GIS Analyst	\$70.00
Debris Consultant	\$125.00

**Schedule C****CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## AGREEMENT FOR PROFESSIONAL SERVICES

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

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Task Order Contract

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment. – (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance

## **AGREEMENT FOR PROFESSIONAL SERVICES**

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

Page 14 of 15  
Task Order Contract

equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. -

(L) Domestic Preference for procurements – (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Schedule D**  
**Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Representative

Kyle Jones, Vice President/Principal  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

10/26/2022  
\_\_\_\_\_  
Date

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **7B**

**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 01

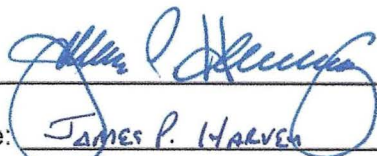
Subject to the Exigent Agreement for Professional Services between the West Port Community Development District ("CLIENT") and Rostan Solutions, LLC ("ROSTAN"), effective as of October 20, 2022 ("**Agreement**") the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

**1. Basic Project Information.**


Project Name: DR-4673 Exigent Grants Management Services  
Project Location: West Port Community Development District Property  
CLIENT Representative: Paul Martin, VP of Land Development  
ROSTAN Representative: Dina Groves, Project Consultant

- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be October 20, 2022, through January 18, 2023.
- 4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is amended to \$25,000.00.
- 5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

**ISSUED AND AUTHORIZED BY:**  
WEST PORT COMMUNITY DEVELOPMENT  
DISTRICT

By:   
Name: JAMES P. HARVEN  
Title: CHAIRMAN

**ACCEPTED AND AGREED TO BY:**  
ROSTAN SOLUTIONS, LLC

By:   
Name: Kyle Jones  
Title: Vice President/Principal



## **PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 01

### **ATTACHMENT 1**

#### **Scope of Services**

#### **GRANTS MANAGEMENT SERVICES**

**For the exigent term of the Agreement**, the Consultant shall work closely and collaborate with the CLIENT to ensure the proper use and application of federal and state funds. Consultant shall focus on maximizing eligible, allocable federal dollars. Consultant shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. Consultant will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, the Consultant shall perform services and work necessary to complete the following objectives and tasks:

- Prepare and coordinate the development of Project Worksheets (PW's) and versions as required with the CLIENT, Federal agencies, and State agencies. This includes project development, formulation, and processing as required for small and large projects.
- Assist the CLIENT with formulation of projects in accordance with the FEMA Delivery Model:
  - Develop Damage Inventory (DI) Line Items
  - Develop Detailed Damage Dimensions (DDD)
  - Complete required Essential Elements of Information (EEI)
  - Complete Cost Estimate using RsMeans
  - Identify, track and present required Consensus based Codes and Standards
- Work with the CLIENT to obtain all costs and necessary backup documentation to develop, revise and submit PW's and grant applications to the Federal agencies and State agencies to be approved, obligated, and reimbursed.
- Review eligibility issues for the CLIENT and develop justifications for presentation to the Federal agencies, State agencies, and other agencies involved in providing disaster recovery funds.
- Ensure that all eligible damages have been identified, quantified, and presented to the CLIENT, Federal agencies, and State agencies. All eligible damages shall be incorporated into PW' s and grant applications with supporting documentation and proper cost estimates, using the FEMA Cost Estimating Factor (CEF) when necessary.
- Provide, or as needed retain the services of, professional experts to prepare damage assessments and technical reviews and oversight in the furtherance of program objectives.
- Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities.
- Compile and summarize/justify costs for presentation to Federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.
- Attend meetings with the CLIENT, Federal agencies, and State agencies to negotiate and represent PWs and the obligation of eligible amounts.
- Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- Provide advice to the CLIENT personnel and Consultants; attend and participate in meetings as required.

## PROFESSIONAL SERVICES TASK ORDER

### Task Order Number: 01

- Prepare draft correspondence to local, Federal, and State officials as necessary.
- Provide the CLIENT with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.
- Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits.
- Prepare for and respond to inspections and audits for on-going and completed projects.
- Prepare formal audit responses and justifications; attend associated meetings and hearings as needed.
- Assist the CLIENT with Section 1206 Substantial Damage Assessments and Determinations, if applicable.
- Monitor Consultant's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- Provide written performance and status reports to the CLIENT on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:
  - Hours billed and amount invoiced by personnel
  - PW and grant application development and revisions
  - PW and grant application submissions and approvals
  - Obligated amounts versus eligible estimates
  - Issues with PW and grant application submissions and resolutions
  - Issues requiring assistance
  - Amounts awarded to the CLIENT per PW and grant application
  - Requests for Reimbursement submitted
  - Estimated and actual costs
  - Reimbursements received by the CLIENT
  - Insurance deductions
  - PW and grant application closeouts

### **CLIENT Responsibilities:**

To assist us in completing the various work tasks described, the CLIENT may need to assemble and provide the following information and resources:

- Identify a central contact person / key contact.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

## PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01

### ATTACHMENT 2

#### Fee Schedule

- 1.) **Rate Schedules.** See below Rate Schedule for Consulting Services.
- 2.) **Expenses and Travel.** Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.

*Consulting Services Rate Schedule:*

POSITION	HOURLY RATE
<b>CONSULTING SERVICES</b>	
Principal/Program Executive	\$ 185.00
Subject Matter Expert	\$ 190.00
Sr. Program Specialist	\$ 165.00
Sr. Consultant	\$ 170.00
Consultant	\$ 150.00
Jr. Consultant	\$ 120.00
Administrative Support	\$ 75.00
<b>TECHNICAL SERVICES</b>	
Project Manager	\$ 180.00
Assistant Project Manager	\$ 155.00
Senior Technical Specialist	\$ 180.00
Technical Specialist	\$ 155.00
Jr. Technical Specialist	\$ 135.00
Sr. Appeal / Sr. Policy Specialist	\$ 190.00
Appeal / Policy Specialist	\$ 175.00

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **7C**

**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 02

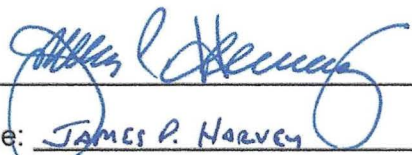
Subject to the Exigent Agreement for Professional Services between the West Port Community Development District ("CLIENT") and Rostan Solutions, LLC ("ROSTAN"), effective as of October 20, 2022 ("Agreement") the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

**1. Basic Project Information.**


Project Name: DR-4673 Exigent Debris Monitoring Services  
Project Location: West Port Community Development District Property  
CLIENT Representative: Paul Martin, VP of Land Development  
ROSTAN Representative: Jeff Cousins, Debris Operations Manager

- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be October 20, 2022, through January 18, 2023.
- 4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is amended to \$25,000.00.
- 5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

**ISSUED AND AUTHORIZED BY:**  
WEST PORT COMMUNITY DEVELOPMENT  
DISTRICT

By:   
Name: JAMES P. HARVEY  
Title: CHAIRMAN

**ACCEPTED AND AGREED TO BY:**  
ROSTAN SOLUTIONS, LLC

By:   
Name: Kyle Jones  
Title: Vice President/Principal



# PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 02

## **ATTACHMENT 1**

### Scope of Services

#### **DEBRIS MONITORING SERVICES**

##### **1.0 Debris Collection Monitoring**

To maximize potential reimbursement opportunities, Rostan will monitor all debris removal activities and document the work as it is performed. Debris monitors must be able to document work performed in eligible rights-of-way, and other areas designated by WPCDD. Rostan will provide one (1) debris monitor for each field collection crew and debris management site or final disposal location, and one supervisor for every eight (8) monitors unless otherwise approved by the WPCDD. Monitoring personnel are responsible for ensuring compliance with debris removal requirements and documenting the work as it is performed.

Debris Collection Monitor responsibilities include:

- Identifying eligible loose debris, stumps, hazardous trees, and limbs for removal.
- Verifying all debris removed is a direct result of the applicable disaster and removed from authorized locations.
- Ensuring that debris removal crews are working within their assigned areas and within WPCDD's jurisdiction.
- Documenting debris loads and tree removal activities performed by the debris removal company to include GPS coordinates, photographs, crew identification, date, and time.
- Make all reasonable efforts to ensure the debris removal company is working in compliance with their contract and applicable environmental regulations.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the ADMS.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

##### **1.1 Disposal Site Monitoring**

DMS and Final Disposal Site monitors are required at material receiving facilities to verify receipt of collected materials. Each receiving facility is required to have at least one (1) monitor present during operating hours and two (2) monitors are preferred during congested operating windows to minimize delays.

Disposal Site Monitor responsibilities include:

- Verify the receipt of debris at respective receiving facilities.
- Observe the offloading of debris.
- Coordinate with debris removal company to ensure efficient flow of traffic at the receiving facility.
- Document materials received to include debris type, quantity, time and location of receipt, and crew responsible.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the ADMS.
- Reconcile daily debris quantities received at each disposal site to include number of load tickets, debris type, and total quantities.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

## **PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 02

### **1.2 Debris Vehicle and Equipment Certifications**

Rostan will ensure that all debris removal equipment is certified for project use prior to performing debris removal activities. Each certification includes the completion of a certification form, photographs, and a signature of Rostan's certification representative and of the debris removal company.

Certified equipment requires a license plate, valid registration, proof of insurance, and a licensed operator. Equipment must be designated fit for operation to include secured tailgates and fabricated walls, minimal non-metal structural components, tires, warning systems to include lights, and tarps or other coverings to secure debris.

Each piece of certified equipment will require a placard to be placed on the operator and passenger side of the equipment. Placards are to be provided by the debris removal company and contain WPCDD's name, the debris removal company name, the certified capacity, and the vehicle certification number. Placards must be a minimum of 12" by 12" and contain an adhesive backing.

Rostan will measure the carrying capacity of each haul truck to the tenth of a cubic yard. Each certification record will be retained and reproduceable to support WPCDD needs. The equipment certification process should capture the following data points at a minimum:

- Date of Certification
- Vehicle Type, Make, and Model
- Primary Measurements (Length, Width, Height)
- Modifying Measurements (Additions and Subtractions)
- Capacity (Volume in Cubic Yards)
- Weight if applicable (Tons)
- License Plate Number
- Operator Name and License Information
- Vehicle Registration Expiration
- Insurance Provider, Policy Number, and Expiration
- Contractor Hierarchy
- Certification ID Number
- Photographs
- Certifying Representative's Credentials

Rostan warrants the completeness and accuracy of each equipment certification by signing the completed certification form. Certification records are to be retained by Rostan for a period consistent with the applicable records retention policy.

### **1.3 Payment Monitoring Processes**

Rostan will review and validate debris removal company invoices prior to submission to the WPCDD for processing and payment. All invoices from the debris removal company will be directed to Rostan copying WPCDD. Within seven (7) calendar days of receipt, each invoice will be reviewed by Rostan and accepted in full or rejected with justification to the debris removal company to amend. The debris removal company will submit invoices amended per Rostan's recommendations. Once an accepted invoice is reconciled, Rostan shall submit a payment recommendation to WPCDD.

### **1.4 ADMS and Database Systems**

Rostan will provide HaulPass®, an ADMS capable of fully digitizing the certification and ticketing process.

## **PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 02

The system features include:

- Paperless electronic data collection and distribution. Field data is collected on a tablet, phone, or other digital hardware capable of processing digital transactions and storing project data.
- Critical transaction data are transferrable on external media and transported between collection and disposal locations.
- HaulPass® data is stored indefinitely on secured servers that are backed up on regularly intervals and retrievable as needed.
- HaulPass® data capture is automated to the greatest extent possible requiring minimal input from the user.
- Collection and disposal coordinates are generated automatically and captured through GPS technologies integrated into the HaulPass®.
- HaulPass® provides a web-based interface accessible to project stakeholders. Access is restricted by user credentials.
- Web interface includes a GIS interface and downloadable documents/reports.

### **1.5 Documentation and Deliverables**

All project records including logs, invoices, contracts, and paperwork should be digitized and stored in a secure digital storage system for up to five (5) years or such time the WPCDD notifies ROSTAN they are no longer needed.

### **WPCDD Responsibilities:**

To assist us in completing the various work tasks described, the WPCDD may need to assemble and provide the following information and resources:

- Identify a central contact person / key contact.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).



**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 02

**ATTACHMENT 2**

**Fee Schedule**

- 1.) **Rate Schedules.** See below Rate Schedule for Debris Monitoring Services.
- 2.) **Expenses and Travel.** Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.

*Debris Monitoring Services Rate Schedule:*

<b><i>Position</i></b>	<b><i>Rate</i></b>
Project Manager	\$95.00
Operations Manager	\$85.00
Field Supervisor	\$50.00
Tower Monitor	\$37.00
Field Monitor	\$37.00
Administrative Assistant	\$40.00
Data Manager/GIS Analyst	\$70.00
Debris Consultant	\$125.00

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**8A**



# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**8B**

O'DONNELL LANDSCAPES, INC.  
4291 Williams Road  
Estero, FL 33928  
239-992-8842 fax 239-992-2188  
www.ODonnellLandscapes.com

Invoice No. **HI1034-22**

## INVOICE

### Customer

Name West Port Community Development District  
Address 2300 Glades Road #410W  
City Boca Raton State FL Zip 33431  
Email: [payapp@whhassociates.com](mailto:payapp@whhassociates.com)

Date October 21, 2022  
Order No. \_\_\_\_\_  
Rep SOD  
FOB \_\_\_\_\_

Qty		Unit Price	TOTAL
	<b>Attn: Paul Martin - Accounts Payable</b> <b>West Port CDD - Hurricane Ian Restoration</b> Port Charlotte, FL  <b>Landscape Restoration</b> <b>Dates: 10/3, 10/4, 10/5, 10/6, 10/7, 10/8</b>		\$58,022.50

**LUMP SUM TOTAL**

**\$58,022.50**

*Paid Check Number* \_\_\_\_\_

*Date Paid* \_\_\_\_\_

**O'DONNELL LANDSCAPES, INC.**

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188

www.ODonnellLandscapes.com

**For Office Use Only**

**PROJECT: West Port CDD- Hurricane Ian Restoration**

West Port  
Port Charlotte, FL

Accounts Payable  
West Port CDD  
Paul Martin  
Email:Pmartin@kolter.com

**DATE: 10/21/22**

**PAGE 1 OF 2**

Description	Specification	Qty	Unit P	S.Total
<b>Hurricane Ian - Restoration</b>				
<b><u>MATERIALS</u></b>				
<b>10/3/22 Picked- up and staked 68 Trees/palms</b>				
Supervisor Labor (Lino)	Per Hour	11	125	\$ 1,375.00
Supervisor Labor (Alfredo)	Per Hour	3.5	125	\$ 437.50
Crew Leader Labor (Socorro)	Per Hour	8.5	75	\$ 637.50
Crew Leader Labor (\$75 ea.) Udiel & Bernardino	Per Hr	11	150	\$ 1,650.00
Crew Labor (\$50 each)	Per 4 Man Crew Hours	11	200	\$ 2,200.00
Crew Labor (\$50 each)	Per 2 Man crew hrs	8.5	100	\$ 850.00
John Deere Skid Steer with Tracks (\$125)	per Hr	8.5	125	\$ 1,062.50
Kubota Excavator (\$95)	per Hr	8.5	95	\$ 807.50
<b>10/4/2022 Picked-up and staked 58 Trees/palms</b>				
Supervisor Labor (Lino)	Per Hr	10.5	125	\$ 1,312.50
Supervisor Labor (Alfredo)	Per Hour	5.5	125	\$ 687.50
Crew Leader Labor (\$75 ea.) Udiel & Bernardino		10.5	150	\$ 1,575.00
Crew Leader Labor (Socorro)	Per Hour	9	75	\$ 675.00
Crew Labor (\$50 each)	Per 4 Man crew hrs	10.5	200	\$ 2,100.00
Crew Labor (\$50 each)	Per 2 Man crew hrs	9	100	\$ 900.00
John Deere Skid Steer with Tracks (\$125)	per Hr	9	125	\$ 1,125.00
Kubota Excavator (\$95)	per Hr	5	95	\$ 475.00
<b>10/5/22 Picked-up and Staked 99 Trees/palms</b>				
Supervisor Labor (Lino)	Per Hr	11.5	125	\$ 1,437.50
Supervisor Labor (Alfredo)	Per Hour	8.5	125	\$ 1,062.50
Crew Leader Labor (\$75 ea.) Udiel & Bernardino		11.5	150	\$ 1,725.00
Crew Leader Labor (Socorro)	Per Hour	8.5	75	\$ 637.50
Crew Labor (\$50 each)	Per 4 Man crew hrs	11.5	200	\$ 2,300.00
Crew Labor (\$50 each)	Per 2 Man crew hrs	8.5	100	\$ 850.00
John Deere Skid Steer with Tracks (\$125)	per Hr	9.5	125	\$ 1,187.50
Kubota Excavator (\$95)	per Hr	5	95	\$ 475.00
<b>10/6/22 Picked-up and Staked 100 Trees/palms</b>				
Supervisor Labor (Lino)	Per Hr	11.5	125	\$ 1,437.50
Supervisor Labor (Alfredo)	Per Hour	3.5	125	\$ 437.50
Crew Leader Labor (\$75 ea.) Udiel & Bernardino		11.5	150	\$ 1,725.00
Crew Leader Labor (Socorro)	Per Hour	8.5	75	\$ 637.50
Crew Labor (\$50 each)	Per 4 Man crew hrs	11.5	200	\$ 2,300.00
Crew Labor (\$50 each)	Per 2 Man crew hrs	8.5	100	\$ 850.00
John Deere Skid Steer with Tracks (\$125)	per Hr	9.5	125	\$ 1,187.50
	<b>Subtotal Page 1</b>			<b>\$ 36,120.00</b>

**O'DONNELL LANDSCAPES, INC.**

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188

www.ODonnellLandscapes.com

**For Office Use Only****PROJECT: West Port CDD- Hurricane Ian Restoration**West Port  
Port Charlotte, FL

Accounts Payable

West Port CDD

DATE: 10/21/22

Paul Martin

Email:Pmartin@kolter.com

PAGE 2 OF 2

Description	Specification	Qty	Unit P	S.Total
<b>Hurricane Ian - Restoration</b>				
<b>LABOR</b>				
<b>10/7/22 Picked- up and staked 114 Trees/palms</b>				
Supervisor Labor (Lino)	Per Hour	11.5	125	\$ 1,437.50
Crew Leader Labor (Socorro)	Per Hour	8.5	75	\$ 637.50
Crew Leader Labor (\$75 ea.) Udiel & Bernardino	Per Hr	11.5	150	\$ 1,725.00
Crew Labor (\$50 each)	Per 4 Man Crew Hours	11.5	200	\$ 2,300.00
Crew Labor (\$50 each)	Per 3 Man crew hrs	8.5	150	\$ 1,275.00
John Deere Skid Steer with Tracks (\$125)	per Hr	9	125	\$ 1,125.00
<b>10/8/22 Picked-up and Staked 100 Trees/palms</b>				
Supervisor Labor (Lino)	Per Hr	11.5	125	\$ 1,437.50
Crew Leader Labor (\$75 ea.) Udiel & Bernardino		11.5	150	\$ 1,725.00
Crew Labor (\$50 each)	Per 4 Man crew hrs	11.5	200	\$ 2,300.00
John Deere Skid Steer with Tracks (\$125)	per Hr	9.5	125	\$ 1,187.50
<b>10/8/22 Repairing the Bubbler lines to large trees</b>				
Crew Leader Labor (Socorro)	Per Hour	8.5	75	\$ 637.50
Crew Labor (\$50 each)	Per 3 Man crew hrs	8.5	150	\$ 1,275.00
	<b>Subtotal Labor Page 2</b>			<b>\$ 17,062.50</b>
<b>MATERIALS</b>				
<b>Materials for Staking</b>				
Lodge Poles (Pencil Stakes)	Each	600	4.5	\$ 2,700.00
Black Rope	(1/2" x 600') Per Roll	12	95	\$ 1,140.00
Lumber	2"x4"x8' Each	150	4	\$ 600.00
<b>Materials for Irrigation repairs to bubblers on all large trees</b>				
Brown Dripline tubing	Per Ln Ft	100	1.75	\$ 175.00
Couplings	2 bags 25/bag	50	2.5	\$ 125.00
Tee's	Each	25	4	\$ 100.00
	<b>Subtotal Materials</b>			<b>\$ 4,840.00</b>
	<b>Subtotal This Page (Page 2)</b>			<b>\$ 21,902.50</b>
	<b>Subtotal Page 1</b>			<b>\$ 36,120.00</b>
	<b>Lump Sum Total</b>			<b>\$ 58,022.50</b>

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**8C**



O'DONNELL LANDSCAPES, INC.  
4291 Williams Road  
Estero, FL 33928  
239-992-8842 fax 239-992-2188  
www.ODonnellLandscapes.com

Invoice No. **HI1053-22**

## INVOICE

### Customer

Name West Port Community Development District  
Address 2300 Glades Road #410W  
City Boca Raton State FL Zip 33431  
Email: [payapp@whhassociates.com](mailto:payapp@whhassociates.com)

Date October 26, 2022  
Order No. \_\_\_\_\_  
Rep SOD  
FOB \_\_\_\_\_

Qty		Unit Price	TOTAL
	<b>Attn: Paul Martin - Accounts Payable</b> <b>West Port CDD - Hurricane Ian Restoration</b> Port Charlotte, FL  <b>Irrigation Troubleshooting &amp; Installation</b> <b>Dates: 10/6 &amp; 10/7</b>		\$4,112.50

**LUMP SUM TOTAL**

**\$4,112.50**

*Paid Check Number* \_\_\_\_\_

*Date Paid* \_\_\_\_\_

**O'DONNELL LANDSCAPES, INC.**

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188

www.ODonnellLandscapes.com

**Invoice****PROJECT: West Port CDD- Hurricane Ian Restoration**West Port  
Port Charlotte, FLAccounts Payable  
West Port CDD  
Paul Martin  
Email:Pmartin@kolter.com**DATE: 10/26/22**

Description	Specification	Qty	Unit P	S.Total
<b>Track and Repair Irrigation Control Wire (Short wire) for all phases for ground connections</b>				
<b>10/6/22 Troubleshooting the wire that is shorted out. Unknown possibly lightning (Storm?)</b>				
Supervisor Labor (Alfredo)	Per Hour	5.5	125	\$ 687.50
<b>10/7/2022 Track and repair wire and add new decoders</b>				
Supervisor Labor (Alfredo)	Per Hour	12	125	\$ 1,500.00
	<b>Subtotal Labor</b>			<b>\$ 2,187.50</b>
<b>Materials</b>				
Decoder	4 Station	2		
Decoder	2 Station	2		
Decoder	1 Station	1		
	<b>Subtotal Materials</b>			<b>\$ 1,925.00</b>
	<b>Lump Sum Total</b>			<b>\$ 4,112.50</b>

**O'DONNELL LANDSCAPES, INC.**

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188

www.ODonnellLandscapes.com

***Unit Prices for Additions to or Deletions from Contract***

**PROJECT: West Port CDD- Hurricane Ian Restoration**

West Port  
Port Charlotte, FL

Accounts Payable  
West Port CDD  
Paul Martin  
Email:Pmartin@kolter.com

**DATE: 10/26/22**

Description	Specification	Qty	Unit P	S.Total
<b>Track and Repair Irrigation Control Wire (Short wire) for all phases for ground connections</b>				
<b>10/6/22 Troubleshooting the wire that is shorted out. Unknown possibly lightning (Storm?)</b>				
Supervisor Labor (Alfredo)	Per Hour	5.5	125	\$ 687.50
<b>10/7/2022 Track and repair wire and add new decoders</b>				
Supervisor Labor (Alfredo)	Per Hour	12	125	\$ 1,500.00
	<b>Subtotal Labor</b>			<b>\$ 2,187.50</b>
<b>Materials</b>				
Decoder	4 Station		\$525.00	
Decoder	2 Station		\$325.00	
Decoder	1 Station		\$225.00	
	<b>Subtotal Materials</b>			<b>\$ 1,925.00</b>
	<b>Lump Sum Total</b>			<b>\$ 4,112.50</b>

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**8D**

# PROPOSAL 326993

## WEST PORT CDD



### Submitted to

CONTACT PAUL MARTIN  
 ADDRESS 2300 GLADES ROAD, SUITE 410W  
 BOCA RATON FL 33431  
 STEPHANIE SPIDELL SCHACKMANN  
 PHONE FAX  
 EMAIL pmartin@kolter.com

ESTIMATE # 006-22-326993  
 DATE 10/3/2022  
 WRITTEN BY JAMIE PARKER  
 REFERENCE  
**\*\* DEPOSIT REQUIRED \*\***

### Project Detail - Page 1

LOCATION WEST PORT DISTANCE 90 MILES COORDINATES  
 PROJECT NAME STORM DAMAGE - STREET SIGNS

### Items

		PRICE EACH	QTY	TOTAL
1	LABOR / INSTALLATION, INSTALL, TAMPA, NAPLES/FT. MYERS ESTIMATED REMOVAL	\$13,140.00	1	\$13,140.00
2	LABOR / INSTALLATION, INSTALL, TAMPA, NAPLES/FT. MYERS ESTIMATED INSTALLATION	\$12,150.00	1	\$12,150.00
3	STREET SIGNAGE, CUSTOM (K) STOP/TURNING VEHICLES COMBO	\$817.65	1	\$817.65
4	STREET SIGNAGE, CUSTOM (F) YIELD HERE TO PEDESTRIAN SIGN	\$412.60	9	\$3,713.40
5	STREET SIGNAGE, CUSTOM (E) PEDESTRIAN CROSSING/AHEAD PLAQUE COMBO	\$721.35	8	\$5,770.80
6	STREET SIGNAGE, CUSTOM (D) PEDESTRIAN CROSSING/LEFT ARROW PLAQUE COMBO	\$721.35	8	\$5,770.80
7	STREET SIGNAGE, CUSTOM (C) DIVIDED MEDIAN/OBJECT MARKER COMBO	\$714.00	15	\$10,710.00
8	STREET SIGNAGE, CUSTOM (B) HANDICAP PARKING/FL STATUTE RIDER COMBO	\$412.90	9	\$3,716.10
9	STREET SIGNAGE, CUSTOM (A) STOP SIGN	\$582.45	6	\$3,494.70
10	STREET SIGNAGE, CUSTOM (8/18) DUAL STREET BLADE/STOP/TURNING VEHICLES COMBO	\$1,271.75	2	\$2,543.50
11	STREET SIGNAGE, CUSTOM (7/10) DUAL STREET BLADE/STOP/TURNING VEHICLES COMBO	\$1,271.75	2	\$2,543.50
12	STREET SIGNAGE, CUSTOM DUAL STREET BLADE/STOP COMBO	\$1,060.20	39	\$41,347.80
13	CONSTRUCTION, EQUIPMENT RENTAL AUGER	\$1,350.00	1	\$1,350.00
14	CONSTRUCTION, EQUIPMENT RENTAL BOBCAT	\$2,550.00	1	\$2,550.00
15	SIGNAGE / DISPLAY, ORACAL VINYL, MEDIA ONLY, STICKER, 3MIL LAM, 16" MAX DOT STICKERS	\$0.00	143	\$0.00
<b>PRE-TAX TOTAL</b>				\$109,618.25
<b>EST TAX (.07)</b>				\$7,673.28
<b>TOTAL</b>				\$117,291.53

### Terms & Conditions

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requested for customer approval.
- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.
- Depending upon the agreed credit terms, a deposit may be required before work is to commence.
- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion.
- Any labor and installation pricing is approximate and subject to change based upon actual time incurred.
- Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month.
- Sales tax is estimated and subject to change based upon the actual rate at time of invoicing.
- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.
- Customer is responsible for variations from customer supplied architectural drawings & hardscapes.
- Signature on this proposal constitutes approval from the client on supplied artwork/graphics.
- Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement.
- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

Items

PRICE EACH    QTY    TOTAL

ONSIGHT INDUSTRIES, LLC.

RON SILVEIRA  
NAME

10/19/2022  
DATE

Proposal Acceptance

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED.  
PAYMENT WILL BE MADE AS OUTLINED ABOVE.



*Paul Martin*

Paul Martin  
Vice President of Land  
Development

SIGNATURE: 19 11:18:38 -04'00'

Paul Martin

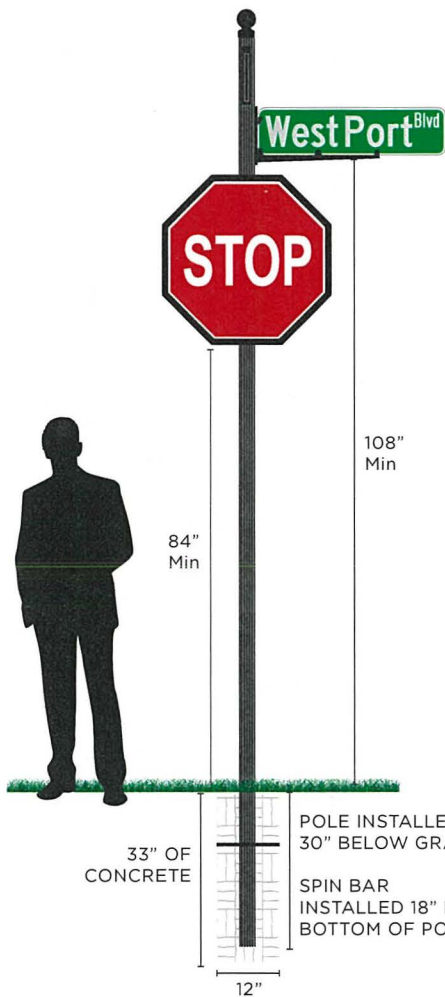
NAME

10/19/22

DATE

900 CENTRAL PARK DR., SANFORD, FL 32771-6634

P: 407.830.8861 • F: 407.830.5569



**DUAL STREET BLADE/STOP COMBO**

Qty: 6

**Dual Blades**

(6) 36"x9" D/S Blades  
 (2) 42"x9" D/S Blades  
 (4) 48"x9" D/S Blades  
 1/8" Alum. Bladé - HI Reflective Vinyl - Upper/Lowercase, C Series Typeface  
 Green Sign with Silver HI Prismatic Vinyl Lettering  
 Mounted: Metro Wing Bracket w/Set Screws Painted

**Sign w/Backer**

30"x30" (R1-1) Stop Sign  
 Alum 0.080 - HI Reflective Vinyl  
 32"x32" Backer: 080 Aluminum Painted

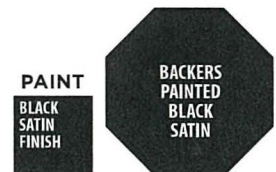
**Post**

15' Tall, 3" Round Fluted Post Painted 1  
 w/(1"x1"x12" Angle) Aluminum Spin Bar  
 Post Set in Concrete for Stability - Qty: 4 - 80# bags

**Finial**

Roud Ball Finial Painted

**\*ALL HARDWARE PAINTED**



wo.326993 v.10.18.22

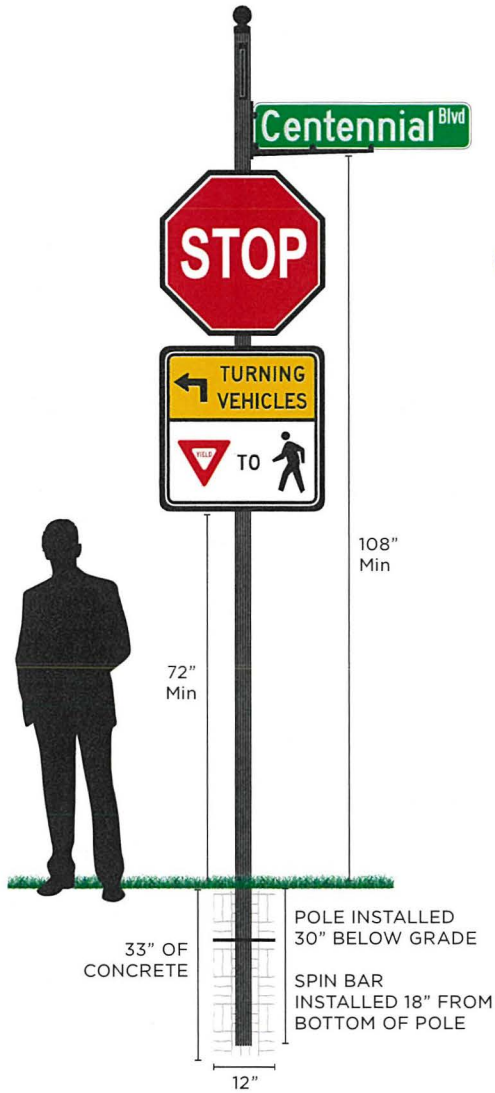
West Port CDD

Storm Damage - Street Signs - 1 of 14



R. SILVEIRA  
 J. PARKER

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**DUAL STREET BLADE/STOP/TURNING VEHICLES COMBO**  
Qty: 2

**Dual Blades**

(1) 36"x9" D/S Blade  
(3) 42"x9" D/S Blades  
Alum. 0.080 - HI Reflective Vinyl - Upper/Lowercase, C Series Typeface  
Green Sign with Silver HI Prismatic Vinyl Lettering  
Mounted: Metro Wing Bracket w/Set Screws Painted

**Signs w/Backers**

30"x30" (R1-1) Stop Sign  
Alum 0.080 - HI Reflective Vinyl  
32"x32" Backer: 080 Aluminum Painted

30"x30" (R10-15L) Turning Vehicles Yield To Pedestrians Left  
Alum 0.080 - HI Reflective Vinyl  
32"x32" Backer: 080 Aluminum Painted

**Post**

17' Tall, 3" Round Fluted Post Painted 1 w/(1"x1"x12" Angle) Aluminum Spin Bar  
Post Set in Concrete for Stability - Qty: 4 - 80# bags

**Finial**

Roud Ball Finial Painted

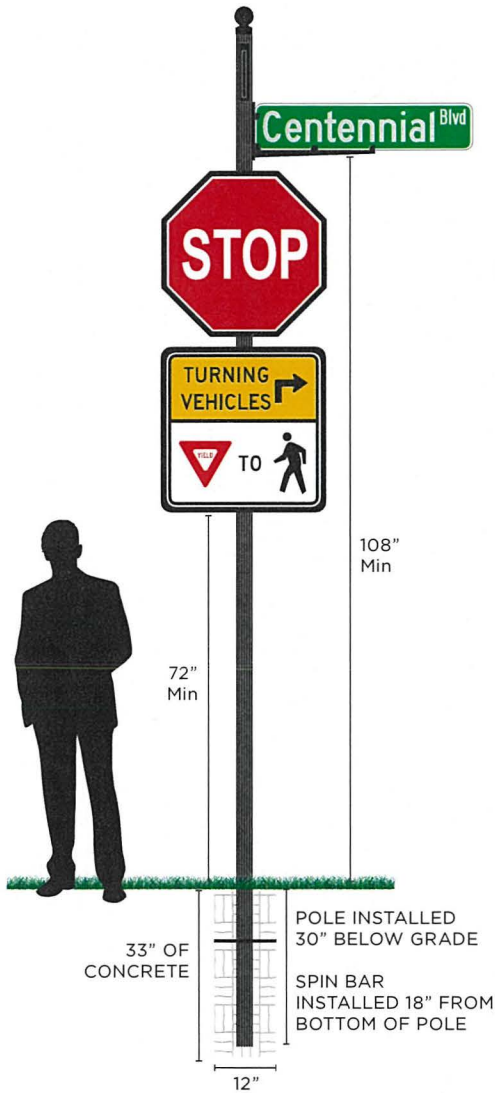
**\*ALL HARDWARE PAINTED**



**PAINT**  
BLACK SATIN FINISH







**DUAL STREET BLADE/STOP/TURNING VEHICLES COMBO**  
Qty: 2

**Dual Blades**

- (1) 36"x9" D/S Blades
- (3) 42"x9" D/S Blades
- Alum. 0.080 - HI Reflective Vinyl - Upper/Lowercase, C Series Typeface
- Green Sign with Silver HI Prismatic Vinyl Lettering
- Blue Sign with Silver HI Prismatic Vinyl Lettering
- Mounted: Metro Wing Bracket w/Set Screws Painted

**Signs w/Backers**

- 30"x30" (R1-1) Stop Sign
- Alum 0.080 - HI Reflective Vinyl
- 32"x32" Backer: 080 Aluminum Painted
- 30"x30" (R10-15R) Turning Vehicles Yield To Pedestrians Right
- Alum 0.080 - HI Reflective Vinyl
- 32"x32" Backer: 080 Aluminum Painted

**Post**

- 17' Tall, 3" Round Fluted Post Painted 1 w/(1"x1"x12" Angle) Aluminum Spin Bar
- Post Set in Concrete for Stability - Qty: 4 - 80# bags

**Finial**

- Roud Ball Finial Painted

**\*ALL HARDWARE PAINTED**



**PAINT**  
BLACK SATIN FINISH



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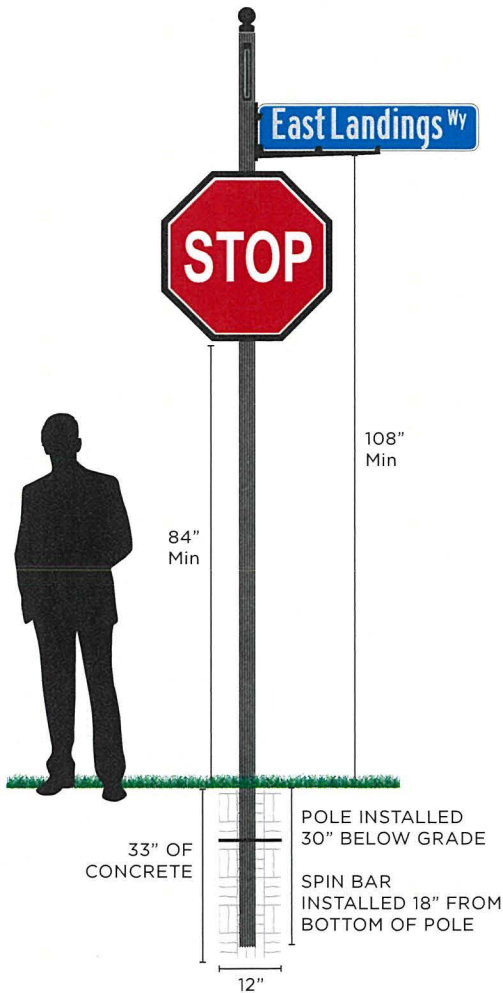
West Port CDD

Storm Damage - Street Signs - 3 of 14



R. SILVEIRA  
J. PARKER

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**DUAL STREET BLADE/STOP COMBO**

Qty: 4

**DUAL Street Blades**

(1) 30"x9" D/S Blades  
 (7) 42"x9" D/S Blades (2 D/S Blades Per Post)  
 1/8" Alum. Blade - HI Reflective Vinyl - Upper/Lowercase, C Series Typeface  
 Green Sign with Silver HI Prismatic Vinyl Lettering  
 Blue Sign with Silver HI Prismatic Vinyl Lettering  
 Mounted: Metro Wing Bracket w/Set Screws Painted

**Sign w/Backer**

30"x30" (R1-1) Stop Sign  
 Alum 0.080 - HI Reflective Vinyl  
 32"x32" Backer: 080 Aluminum Painted

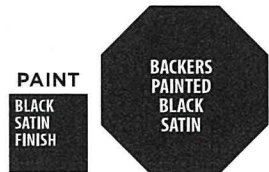
**Post**

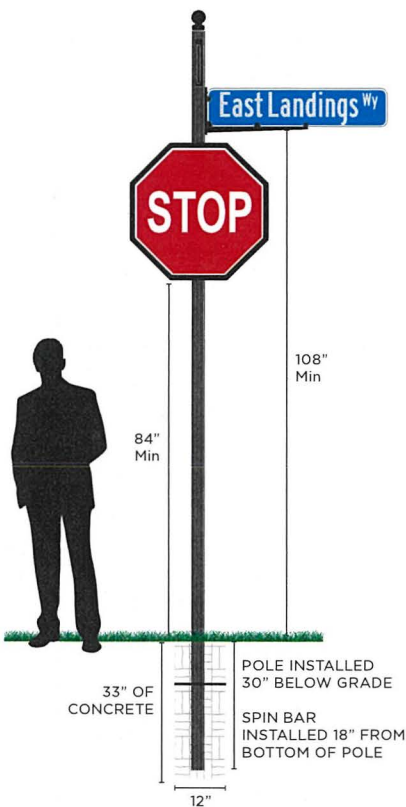
15' Tall, 3" Round Fluted Post Painted  
 w/(1"x1"x12" Angle) Aluminum Spin Bar  
 Post Set in Concrete for Stability - Qty: 4 - 80# bags

**Finial**

Round Ball Finial Painted

**\*ALL HARDWARE PAINTED**





- 1 Terrapin Key<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 2 Terrapin Key<sup>Dr</sup>  
Cayo Key<sup>Dr</sup>
- 3 Cayo Key<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 4 Sol Preserve<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 5 Fiesta<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 6 Canopy Garden<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 7 Canopy Garden<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 8 Cayo Key<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 9 Hammocks<sup>Blvd</sup>  
Sunset Preserve<sup>Wy</sup>
- 10 Sol Preserve<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 11 Fiesta<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 12 Celebration<sup>Blvd</sup>  
Sunset Preserve<sup>Wy</sup>
- 13 Castor<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 14 Castor<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 15 Lasso<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 16 Lasso<sup>Dr</sup>  
Sunset Preserve<sup>Wy</sup>
- 17 Celebration<sup>Blvd</sup>  
Sunset Preserve<sup>Wy</sup>

**DUAL STREET BLADE/STOP COMBO**  
Qty: 17

**DUAL Street Blades**

(9) 36"x9" D/S Blades  
(1) 42"x9" D/S Blades  
(24) 48"x9" D/S Blades (2 D/S Blades Per Post)  
1/8" Alum. Blade - HI Reflective Vinyl - Upper/Lowercase, C Series Typeface  
Blue Sign with Silver HI Prismatic Vinyl Lettering  
Mounted: Metro Wing Bracket w/Set Screws Painted

**Sign w/Backer**

30"x30" (R1-1) Stop Sign  
Alum 0.080 - HI Reflective Vinyl  
32"x32" Backer: 080 Aluminum Painted

**Post**

15' Tall, 3" Round Fluted Post Painted  
w/(1"x1"x12" Angle) Aluminum Spin Bar  
Post Set in Concrete for Stability - Qty: 4 - 80# bags

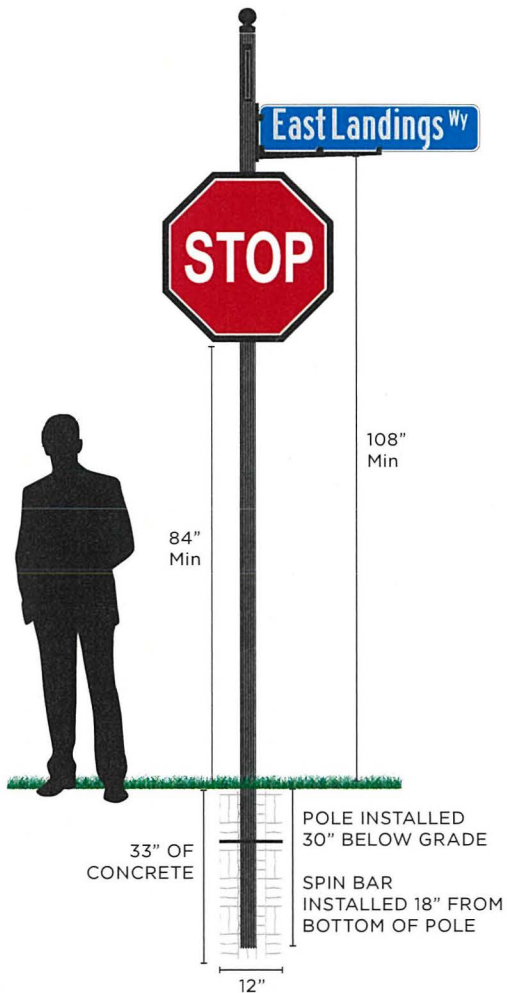
**Finial**

Round Ball Finial Painted

**\*ALL HARDWARE PAINTED**

PAINT  
BLACK SATIN FINISH

BACKERS PAINTED  
BLACK SATIN



**DUAL STREET BLADE/STOP COMBO**  
Qty: 5

**DUAL Street Blades**

- (5) 36"x9" D/S Blades
- (1) 42"x9" D/S Blades
- (4) 48"x9" D/S Blades (2 D/S Blades Per Post)
- 1/8" Alum. Blade - HI Reflective Vinyl - Upper/Lowercase, C Series Typeface
- Green Sign with Silver HI Prismatic Vinyl Lettering
- Blue Sign with Silver HI Prismatic Vinyl Lettering
- Mounted: Metro Wing Bracket w/Set Screws Painted

**Sign w/Backer**

- 30"x30" (R1-1) Stop Sign
- Alum 0.080 - HI Reflective Vinyl
- 32"x32" Backer: 080 Aluminum Painted

**Post**

- 15' Tall, 3" Round Fluted Post Painted
- w/(1"x1"x12" Angle) Aluminum Spin Bar
- Post Set in Concrete for Stability - Qty: 4 - 80# bags

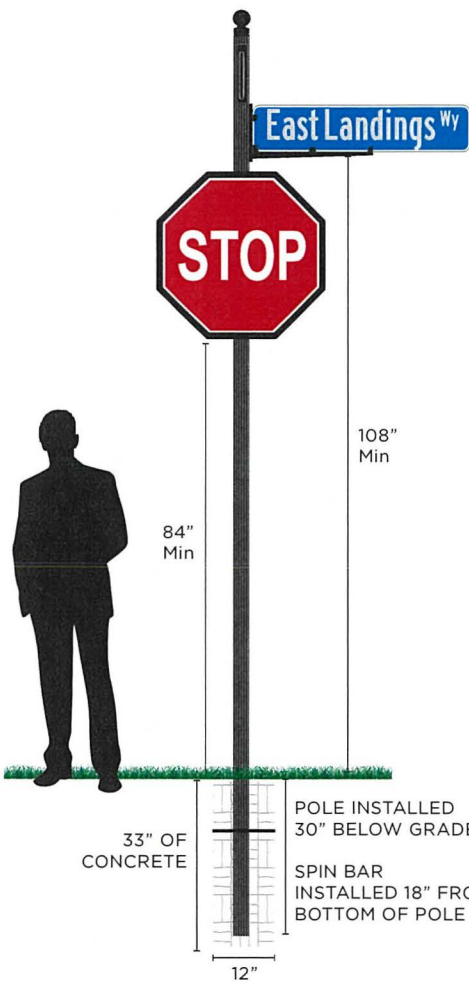
**Finial**

- Round Ball Finial Painted

**\*ALL HARDWARE PAINTED**







**DUAL STREET BLADE/STOP COMBO**

Qty: 7

**DUAL Street Blades**

(7) 42"x9" D/S Blades  
 (7) 48"x9" D/S Blades (2 D/S Blades Per Post)  
 1/8" Alum. Blade - HI Reflective Vinyl - Upper/Lowercase, C Series Typeface  
 Blue Sign with Silver HI Prismatic Vinyl Lettering  
 Mounted: Metro Wing Bracket w/Set Screws Painted

**Sign w/Backer**

30"x30" (R1-1) Stop Sign  
 Alum 0.080 - HI Reflective Vinyl  
 32"x32" Backer: 080 Aluminum Painted

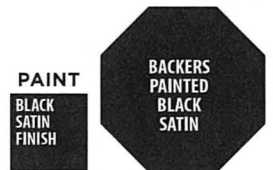
**Post**

15' Tall, 3" Round Fluted Post Painted  
 w/(1"x1"x12" Angle) Aluminum Spin Bar  
 Post Set in Concrete for Stability - Qty: 4 - 80# bags

**Finial**

Round Ball Finial Painted

**\*ALL HARDWARE PAINTED**



wo.326993 v.10.18.22

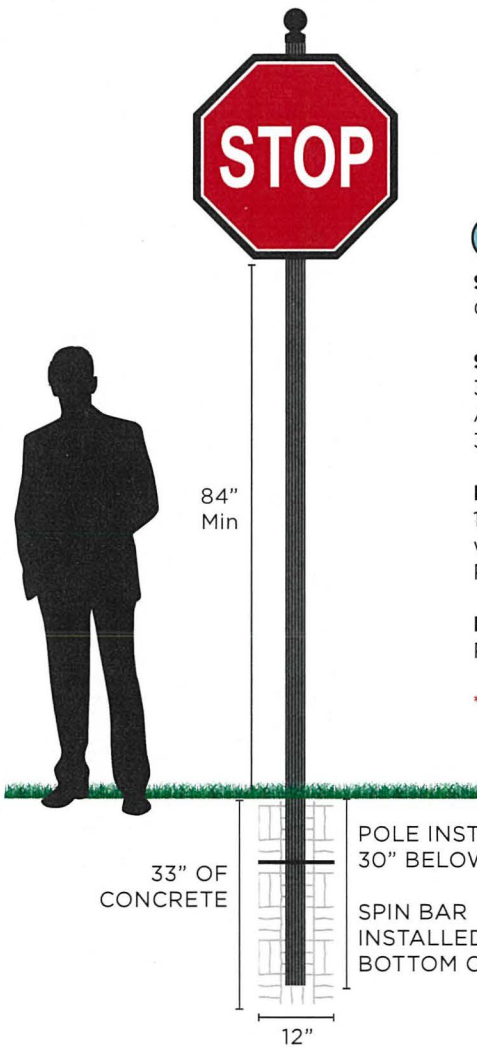
West Port CDD

Storm Damage - Street Signs - 7 of 14



R. SILVEIRA  
 J. PARKER

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**STOP SIGN**

Qty: 6

**Sign w/Backer**

30"x30" (R1-1) Stop Sign  
 Alum 0.080 - HI Reflective Vinyl  
 32"x32" Backer: 080 Aluminum Painted

**Post**

13' Tall, 3" Round Fluted Post Painted 1  
 w/(1"x1"x12" Angle) Aluminum Spin Bar  
 Post Set in Concrete for Stability - Qty: 4 - 80# bags

**Finial**

Roud Ball Finial Painted

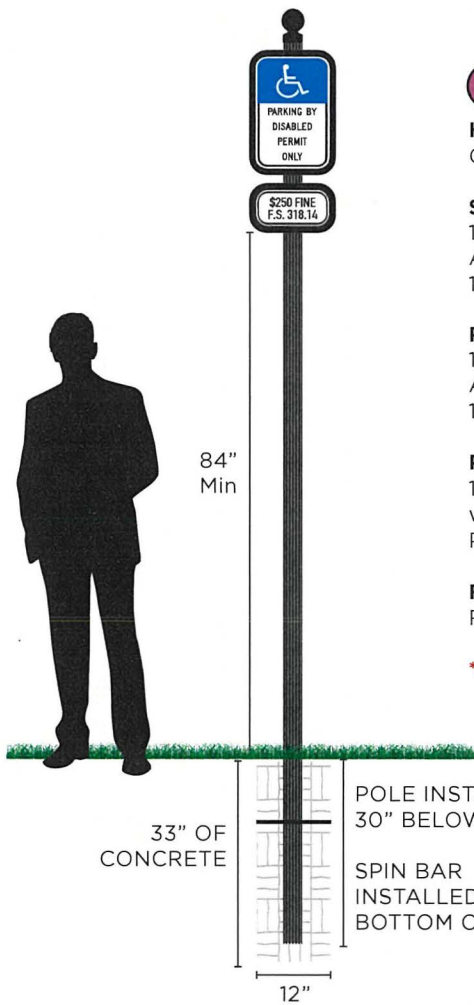
**\*ALL HARDWARE PAINTED**

POLE INSTALLED  
 30" BELOW GRADE

SPIN BAR  
 INSTALLED 18" FROM  
 BOTTOM OF POLE

**PAINT**  
 BLACK  
 SATIN  
 FINISH





**B**

**HANDICAP PARKING/FL STATUTE RIDER COMBO**

Qty: 9

**Sign w/Backer**

12"x18" (T4572) Handicapped Parking Sign  
 Alum. 0.080 - HI Reflective Vinyl  
 14"x20" Backer: 080 Aluminum Painted

**Rider w/Backer**

12"x6" FL Statute Rider  
 Alum 0.080 - HI Reflective Vinyl  
 14"x8" Backer: 080 Aluminum Painted

**Post**

12' Tall, 3" Round Fluted Post Painted  
 w/(1"x1"x12" Angle) Aluminum Spin Bar  
 Post Set in Concrete for Stability - Qty: 4 - 80# bags

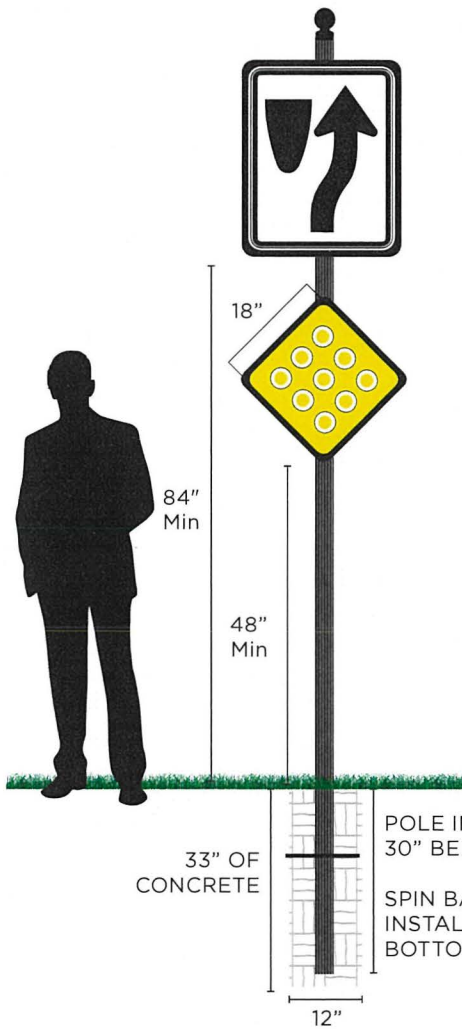
**Finial**

Round Ball Finial Painted

**\*ALL HARDWARE PAINTED**

**PAINT**  
 BLACK SATIN FINISH

**BACKERS PAINTED BLACK SATIN**



**DIVIDED MEDIAN/OBJECT MARKER COMBO**

Qty: 15

**Signs w/Backers**

24"x30" (R4-7) Divided Median Sign

Alum. 0.080 - HI Reflective Vinyl

26"x32" Backer: .080 Alum. Painted

18"x18" (OM1-1) Yellow Object Marker Sign

Alum. 0.080 - HI Reflective Vinyl

20"x20" Backer: .080 Alum. Painted

**Post**

13' Tall, 3" Round Fluted Post Painted 1

w/(1"x1"x12" Angle) Aluminum Spin Bar

Post Set in Concrete for Stability - Qty: 4 - 80# bags

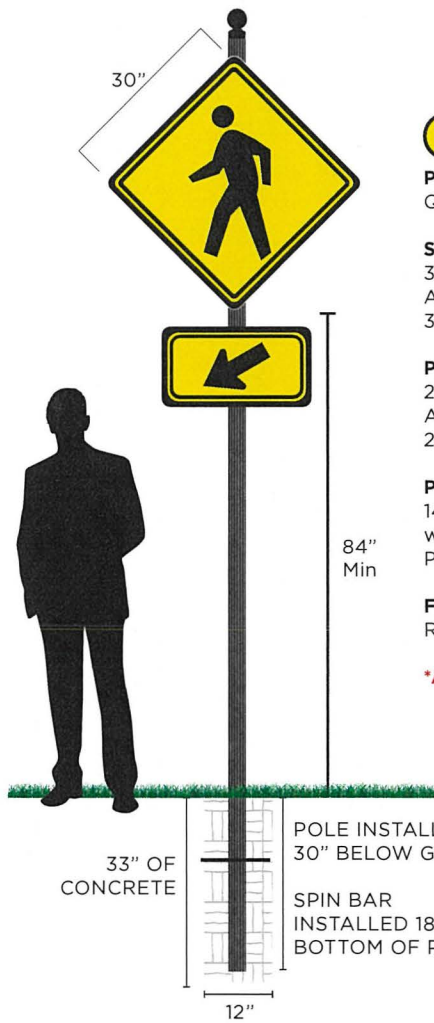
**Finial**

Roud Ball Finial Painted

**\*ALL HARDWARE PAINTED**







**PEDESTRIAN CROSSING/LEFT ARROW PLAQUE COMBO**

Qty: 8

**Sign with Backer**

30"x30" (W11-2) Pedestrian Crossing Sign  
 Alum. 0.080 - HI Reflective Vinyl  
 32"x32" Backer: .080 Alum. Painted

**Plaque with Backer**

24"x12" (W16-7PL) Left Diagonal Arrow  
 Alum. 0.080 - HI Reflective Vinyl  
 26"x14" Backer: .080 Alum. Painted

**Post**

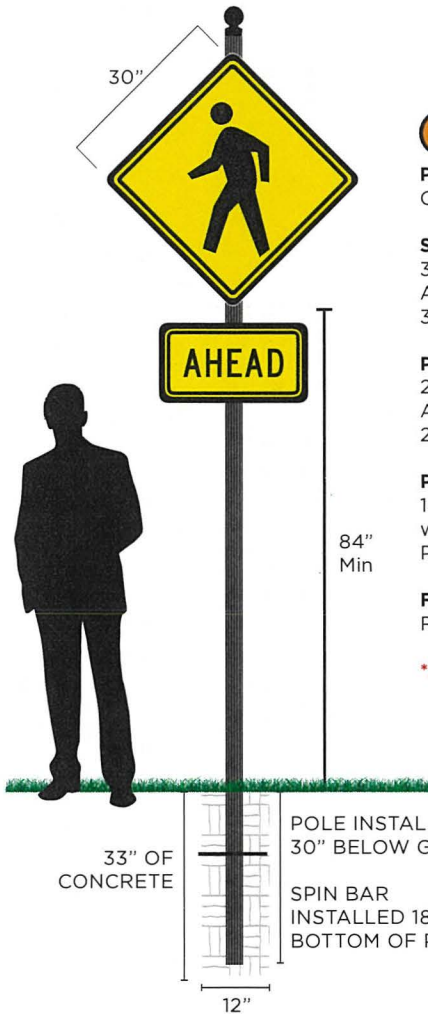
14' Tall, 3" Round Fluted Post Painted 1  
 w/(1"x1"x12" Angle) Aluminum Spin Bar  
 Post Set in Concrete for Stability - Qty: 4 - 80# bags

**Finial**

Roud Ball Finial Painted

**\*ALL HARDWARE PAINTED**





**PEDESTRIAN CROSSING/AHEAD PLAQUE COMBO**

Qty: 8

**Sign with Backer**

30"x30" (W11-2) Pedestrian Crossing Sign  
 Alum. 0.080 - HI Reflective Vinyl  
 32"x32" Backer: .080 Alum. Painted

**Plaque with Backer**

24"x12" (W16-9P) Ahead Plaque  
 Alum. 0.080 - HI Reflective Vinyl  
 26"x14" Backer: .080 Alum. Painted

**Post**

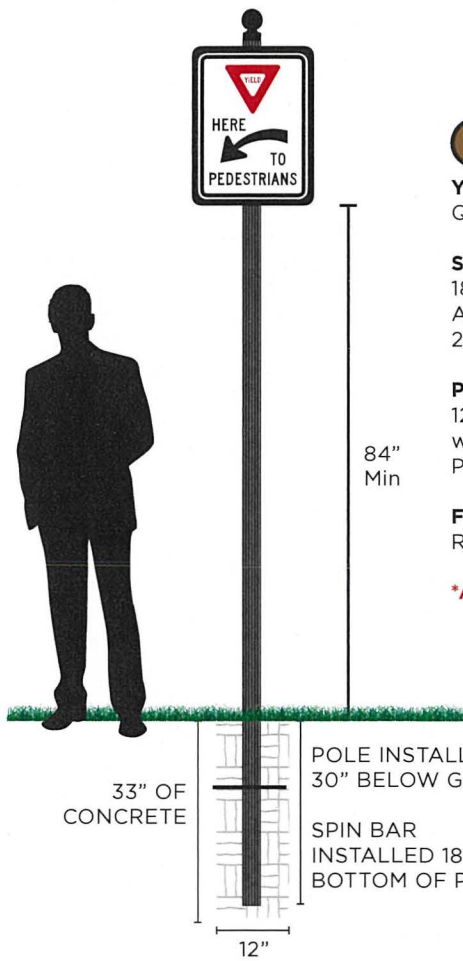
14' Tall, 3" Round Fluted Post Painted 1  
 w/(1"x1"x12" Angle) Aluminum Spin Bar  
 Post Set in Concrete for Stability - Qty: 4 - 80# bags

**Finial**

Roud Ball Finial Painted

**\*ALL HARDWARE PAINTED**





**F**

**YIELD HERE TO PEDESTRIAN SIGN**

Qty: 9

**Sign with Backer**

18"x24" (R1-5AL) Yield Here To Pedestrian Sign Left  
 Alum. 0.080 - HI Reflective Vinyl  
 20"x26" Backer: .080 Alum. Painted

**Post**

12' Tall, 3" Round Fluted Post Painted 1  
 w/(1"x1"x12" Angle) Aluminum Spin Bar  
 Post Set in Concrete for Stability - Qty: 4 - 80# bags

**Finial**

Roud Ball Finial Painted

**\*ALL HARDWARE PAINTED**

33" OF  
CONCRETE

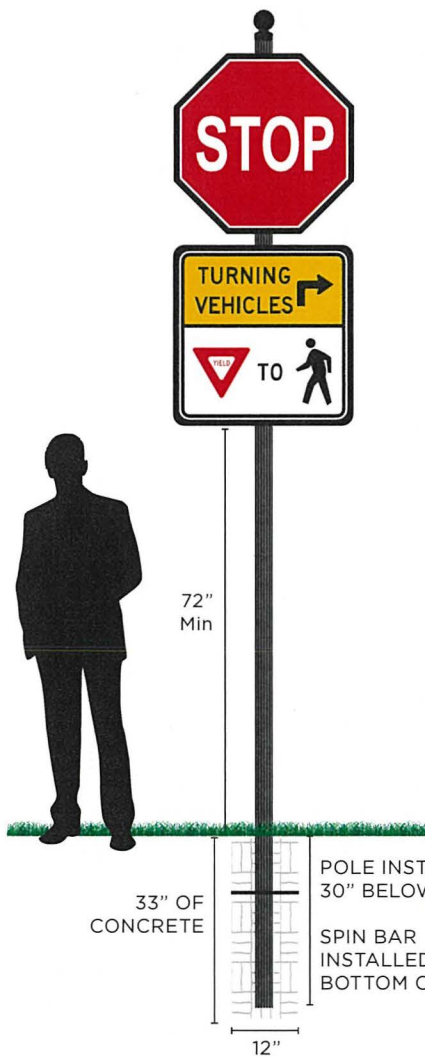
POLE INSTALLED  
30" BELOW GRADE

SPIN BAR  
INSTALLED 18" FROM  
BOTTOM OF POLE

12"

**PAINT**  
BLACK  
SATIN  
FINISH

**BACKERS  
PAINTED  
BLACK  
SATIN**



**K**

**STOP/TURNING VEHICLES COMBO**

Qty: 1

**Signs w/Backers**

30"x30" (R1-1) Stop Sign  
 Alum 0.080 - HI Reflective Vinyl  
 32"x32" Backer: 080 Aluminum Painted

30"x30" (R10-15R) Turning Vehicles Yield To Pedestrians Right  
 Alum 0.080 - HI Reflective Vinyl  
 32"x32" Backer: 080 Aluminum Painted

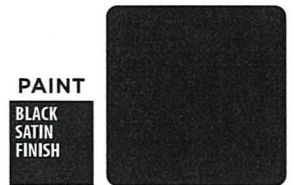
**Post**

15' Tall, 3" Round Fluted Post Painted 1  
 w/(1"x1"x12" Angle) Aluminum Spin Bar  
 Post Set in Concrete for Stability - Qty: 4 - 80# bags

**Finial**

Roud Ball Finial Painted

**\*ALL HARDWARE PAINTED**



# WARNING

**SIGN THEFT OR VANDALISM PUNISHABLE  
BY \$500 FINE 60 DAYS OR BOTH  
FLORIDA STATUTES CHAPTERS  
316.0775 & 316.655**

**DATE OF FABRICATION**

<b>MONTH</b>	1	2	3	4	5	6	7	8	9	10	11	12
<b>YEAR</b>	18	19	20	21	22	23	24	25	26	27	28	29

**SHEETING MFG. 3M AVERY SHEETING TYPE EG HI DG**

**FDOT**

<b>MONTH</b>	1	2	3	4	5	6	7	8	9	10	11	12
<b>DAY</b>	1	2	3	4	5	6	7	8	9	10	11	12
	13	14	15	16	17	18	19	20	21	22	23	24
	25	26	27	28	29	30	31					
<b>YEAR</b>	18	19	20	21	22	23	24	25	26	27	28	29

**DATE OF INSTALLATION**



**DAMAGED/MISSING SIGNS  
CALL 407-830-8861**

## DOT Warning Decal

Qty: 143

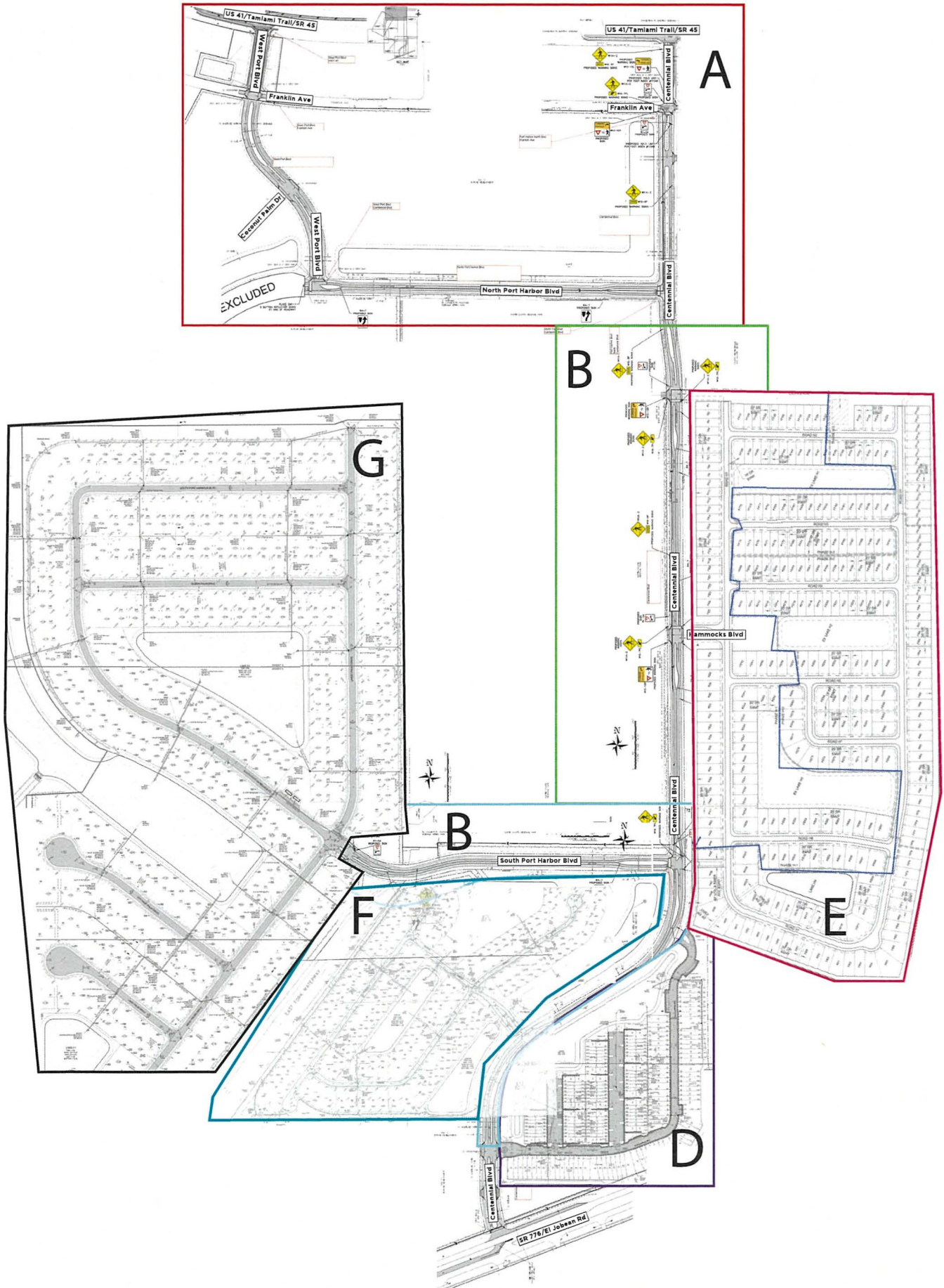
3"x3.25"

Digital Print (Oracal) w/Gloss Lam  
Media Only

\*INSTALLED ON THE BACKS  
OF ALL FINISHED STREET SIGNS

ALL DATES TO BE PUNCHED  
OUT OF DECAL



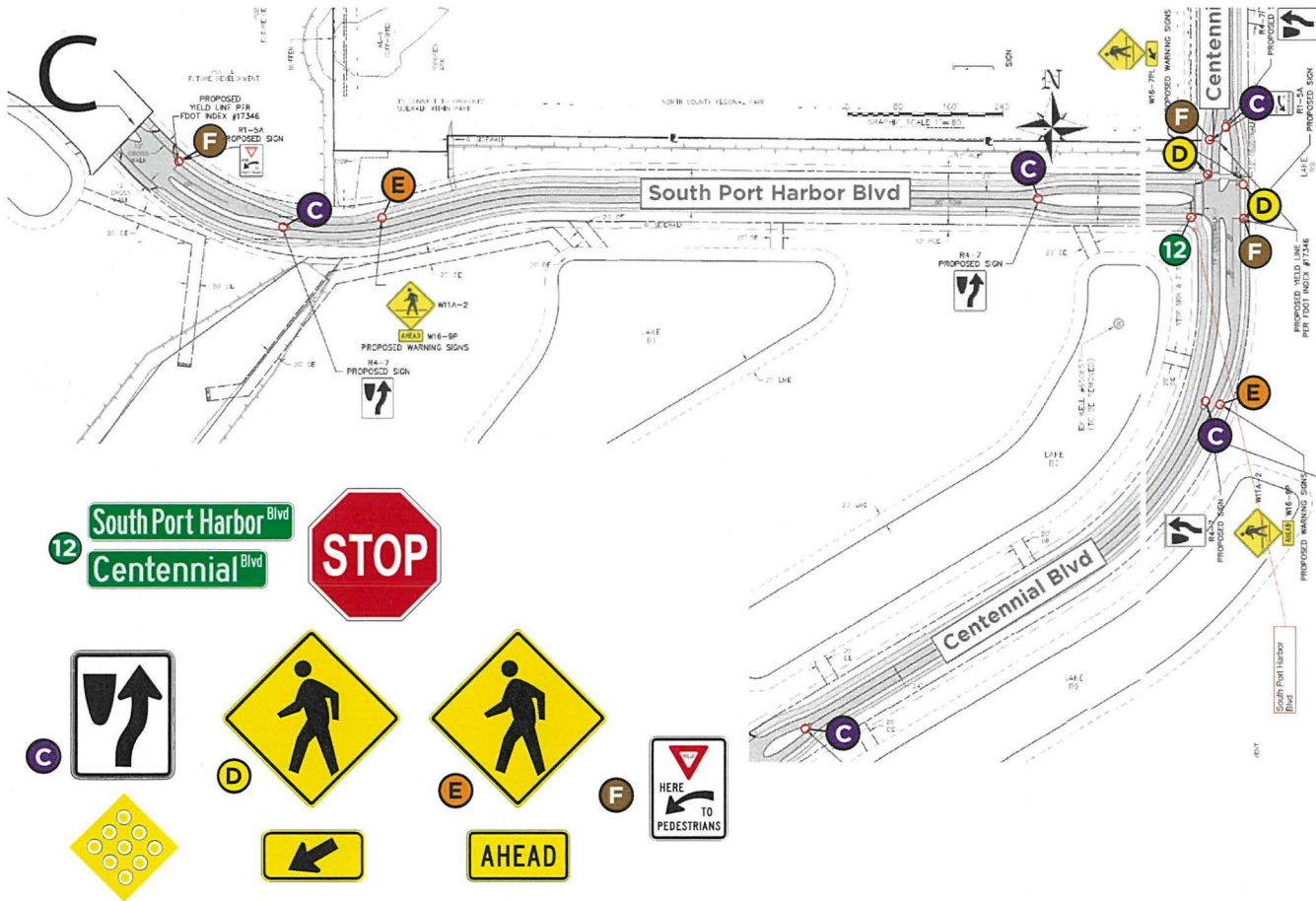












wo.326993 v.10.18.22

West Port CDD

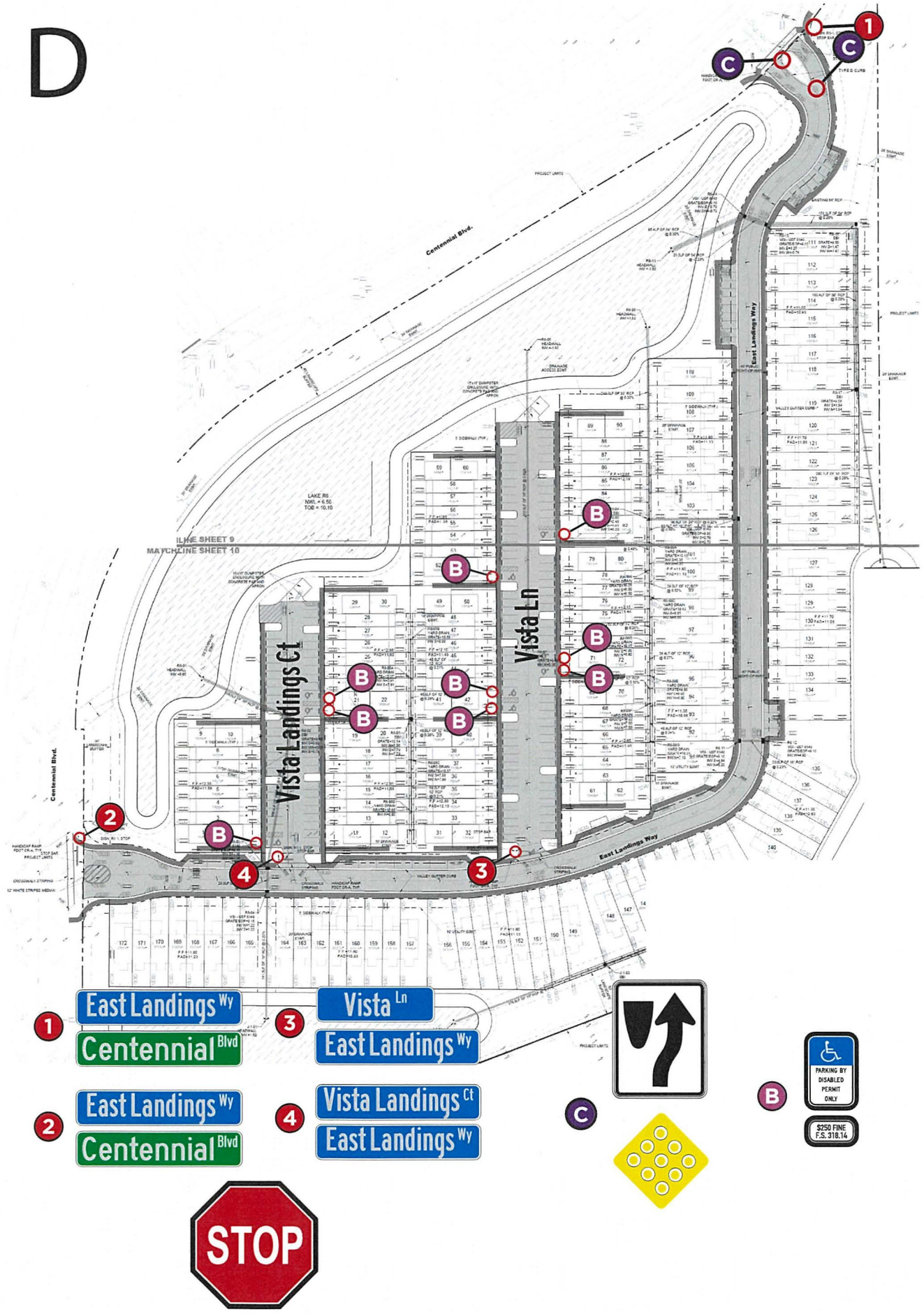
Storm Damage Installation



R. SILVEIRA  
J. PARKER

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# D



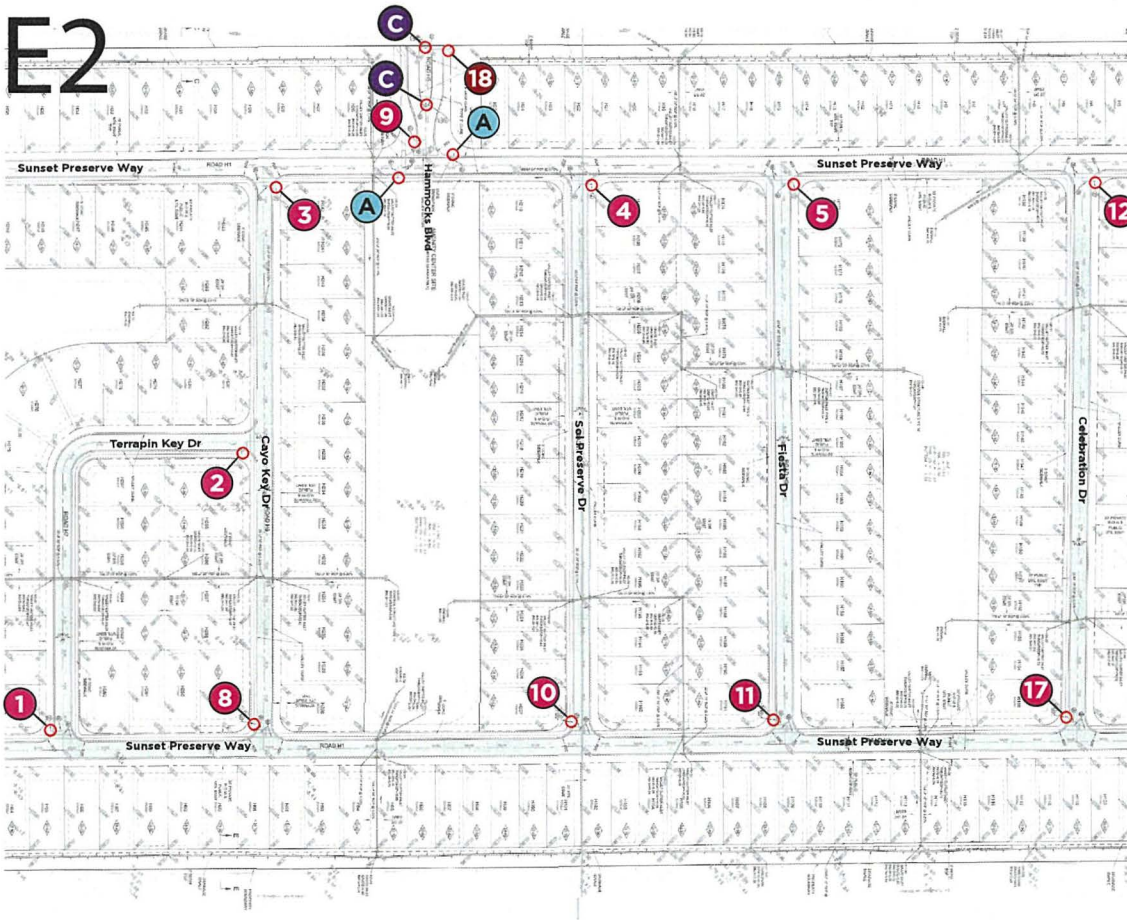




- 6 Canopy Garden Dr  
Sunset Preserve Wy
- 7 Canopy Garden Dr  
Sunset Preserve Wy
- 13 Castor Dr  
Sunset Preserve Wy
- 14 Castor Dr  
Sunset Preserve Wy
- 15 Lasso Dr  
Sunset Preserve Wy
- 16 Lasso Dr  
Sunset Preserve Wy



# E2



- 1 Terrapin Key Dr  
Sunset Preserve Wy
  - 2 Terrapin Key Dr  
Cayo Key Dr
  - 3 Cayo Key Dr  
Sunset Preserve Wy
  - 4 Sol Preserve Dr  
Sunset Preserve Wy
  - 5 Fiesta Dr  
Sunset Preserve Wy
  - 8 Cayo Key Dr  
Sunset Preserve Wy
  - 9 Hammocks Blvd  
Sunset Preserve Wy
  - 10 Sol Preserve Dr  
Sunset Preserve Wy
  - 11 Fiesta Dr  
Sunset Preserve Wy
  - 12 Celebration Blvd  
Sunset Preserve Wy
  - 17 Celebration Blvd  
Sunset Preserve Wy
  - 18 Hammocks Blvd  
Centennial Blvd
- 

wo.326993 v.10.18.22

West Port CDD

Storm Damage Installation - The Hammocks

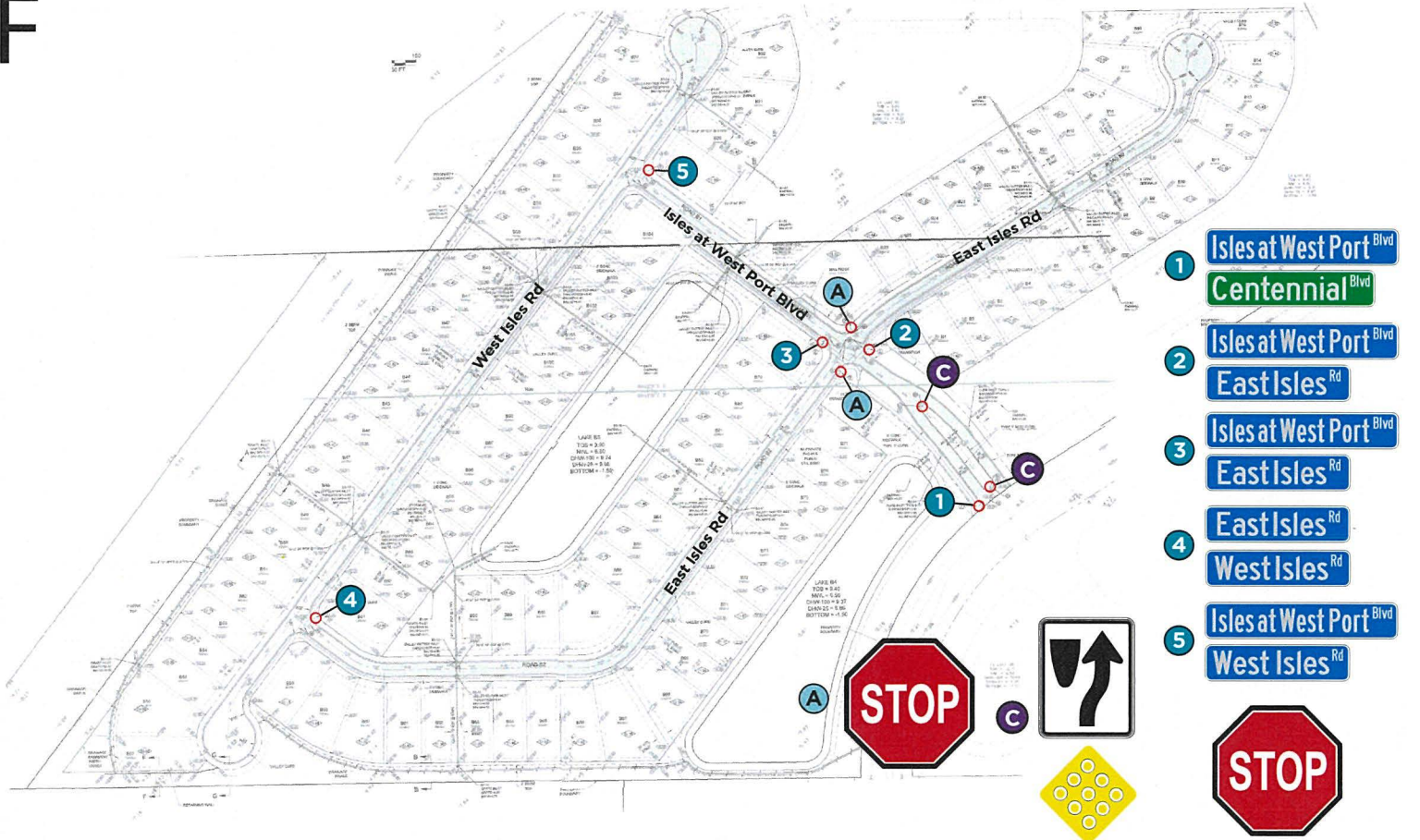


R. SILVEIRA  
J. PARKER

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F



wo.326993 v.10.18.22

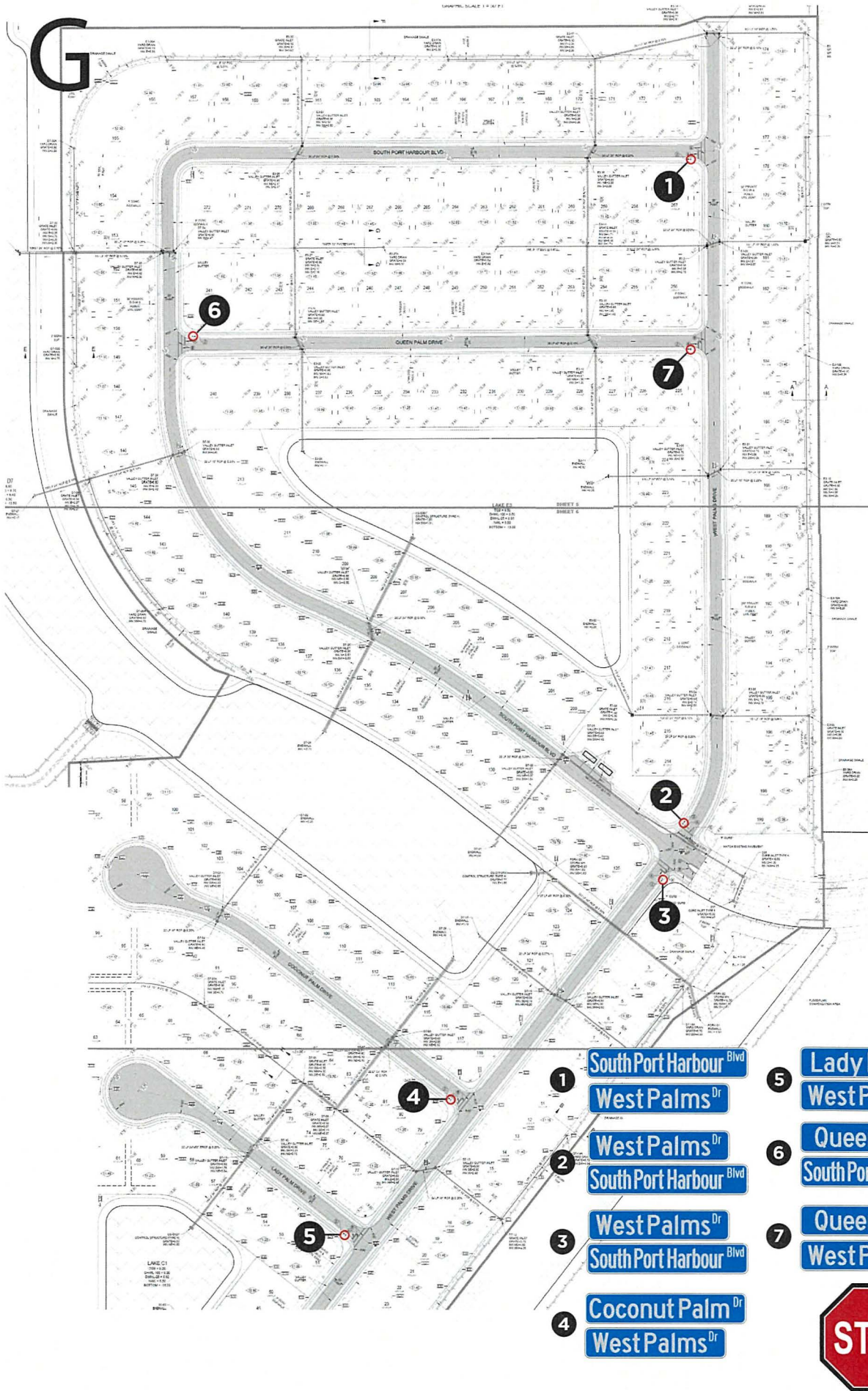
West Port CDD

Storm Damage Installation - The Isles



R. SILVEIRA  
J. PARKER

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# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**8E**



# PROPOSAL 327504

## WEST PORT CDD



### Submitted to

CONTACT PAUL MARTIN  
 ADDRESS 2300 GLADES ROAD, SUITE 410W  
 BOCA RATON FL 33431  
 STEPHANIE SPIDELL SCHACKMANN  
 PHONE FAX  
 EMAIL pmartin@kolter.com

ESTIMATE # 006-22-327504  
 DATE 10/10/2022  
 WRITTEN BY JAMIE PARKER  
 REFERENCE  
**\*\* DEPOSIT REQUIRED \*\***

### Project Detail - Page 1

LOCATION WEST PORT DISTANCE 90 MILES COORDINATES  
 PROJECT NAME STORM DAMAGE REVIEW/REPAIRS STREET SIGNS

### Items



		PRICE EACH	QTY	TOTAL
1	<b>ADMIN, FINAL AGREEMENT PROVISION</b> INSTALLATION CHARGES BASED ON TIME SPENT ON LOCATION.	\$0.00	1	\$0.00
2	<b>LABOR / INSTALLATION, INSTALL, TAMPA, LOCAL 45+</b> TRIP CHARGE	\$285.00	1	\$285.00
<b>PRE-TAX TOTAL</b>				\$285.00
<b>EST TAX (.07)</b>				\$0.00
<b>TOTAL</b>				\$285.00

### Terms & Conditions

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requoted for customer approval.
  - Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.
  - Depending upon the agreed credit terms, a deposit may be required before work is to commence.
  - If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion.
  - Any labor and installation pricing is approximate and subject to change based upon actual time incurred.
  - Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month.
  - Sales tax is estimated and subject to change based upon the actual rate at time of invoicing.
  - Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.
  - Customer is responsible for variations from customer supplied architectural drawings & hardscapes.
  - Signature on this proposal constitutes approval from the client on supplied artwork/graphics.
  - Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement.
  - Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.
- \_\_\_\_\_  
 ONSIGHT INDUSTRIES, LLC.
- \_\_\_\_\_  
 RON SILVEIRA  
 NAME
- \_\_\_\_\_  
 10/10/2022  
 DATE

### Proposal Acceptance

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

  Paul Martin  
 Vice President of Land Development  
 2022.10.10 15:59:54 -04'00'  
 SIGNATURE

Paul Martin  
 NAME

10/10/22  
 DATE

900 CENTRAL PARK DR., SANFORD, FL 32771-6634  
 P: 407.830.8861 • F: 407.830.5569



# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**8F**

# PROPOSAL 327785

## WEST PORT CDD



### Submitted to

CONTACT STEPHANIE SPIDELL SCHACKMANN  
 ADDRESS 2300 GLADES ROAD, SUITE 410W  
 BOCA RATON FL 33431  
 STEPHANIE SPIDELL SCHACKMANN  
 PHONE FAX (561) 571-0013  
 EMAIL schackmanns@whassociates.com

ESTIMATE # 006-22-327785  
 DATE 10/12/2022  
 WRITTEN BY LISA JIMENEZ  
 REFERENCE  
**\*\* DEPOSIT REQUIRED \*\***

### Project Detail - Page 1

LOCATION WEST PORT DISTANCE 90 MILES COORDINATES  
 PROJECT NAME STORM DAMAGE REPLACEMENTS

### Items

		PRICE EACH	QTY	TOTAL
1	<b>LABOR / INSTALLATION, INSTALL, TAMPA, LOCAL 45+</b> ESTIMATED INSTALL ACTUAL TBD	\$1,995.00	1	\$1,995.00
2	<b>APPARATUS, FLAG POLE FOR A SAIL FLAG, SUBLIMATION / SCREEN PRINTED, 20FT STEEL GALVANIZED, *FLAG NOT INCLUDED, (2363)</b> (F) SAIL FLAG POLES	\$215.00	6	\$1,290.00
3	<b>FLAG, CUSTOM, *ADD DETAILS</b> (F) BTB ENTRANCE SAIL FLAGS (2.5'X15')	\$296.60	6	\$1,779.60
4	<b>APPARATUS, MISC, *ADD DETAILS</b> (D)(G)(L2)(L4) WAYFINDING/LIFESTYLE END CAPS	\$25.20	5	\$126.00
5	<b>APPARATUS, AVE BANNER ARM / POLE, 24IN SET W / 15X2X2 POLE, COASTAL/WINDY AREAS, 1/4 WALL, WHITE, SQ ALUM Sided, 15FT</b> (B1)(B1')(B2)(B3)(B5)(B6) AVENUE BANNER POLES W/(2) 24" BANNER ARMS/HARDWARE PAINTED 1 COLOR	\$565.65	6	\$3,393.90
6	<b>APPARATUS, AVE BANNER ARM, SINGLE ARM ONLY, 24"</b> AVENUE BANNER ARM/HARDWARE PAINTD 1 COLOR	\$78.65	22	\$1,730.30
7	<b>SIGNAGE / DISPLAY, AVENUE BANNER, MEDIA ONLY, HEMMED &amp; GROMMETED, *APPARATUS NOT INCLUDED, 2 Sided, CUSTOM / 24" X 72" (12 SQ. FT.)</b> (B1-B9) D/S LIFESTYLE AVENUE BANNERS	\$86.25	25	\$2,156.25
<b>PRE-TAX TOTAL</b>				\$12,471.05
<b>EST TAX (.07)</b>				\$0.00
<b>TOTAL</b>				\$12,471.05


### Terms & Conditions

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requoted for customer approval.
- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.
- Depending upon the agreed credit terms, a deposit may be required before work is to commence.
- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion.
- Any labor and installation pricing is approximate and subject to change based upon actual time incurred.
- Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month.
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- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.
- Customer is responsible for variations from customer supplied architectural drawings & hardscapes.
- Signature on this proposal constitutes approval from the client on supplied artwork/graphics.
- Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement.
- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

\_\_\_\_\_  
 ONSIGHT INDUSTRIES, LLC. RON SILVEIRA  
NAME 10/25/2022  
DATE

### Proposal Acceptance

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

 Paul Martin  
NAME 10/26/22  
DATE

Paul Martin  
Vice President of Land Development  
2022-10-26 16:29:46 -04'00'

900 CENTRAL PARK DR., SANFORD, FL 32771-6634  
 P: 407.830.8861 • F: 407.830.5569

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **8G**

# PROPOSAL 328407

WEST PORT CDD



## Submitted to

CONTACT	STEPHANIE SPIDELL SCHACKMANN
ADDRESS	2300 GLADES ROAD, SUITE 410W BOCA RATON FL 33431 STEPHANIE SPIDELL SCHACKMANN
PHONE	FAX (561) 571-0013
EMAIL	schackmanns@whhassociates.com

ESTIMATE #	006-22-328407
DATE	10/21/2022
WRITTEN BY	JAMIE PARKER
REFERENCE	

**\*\* DEPOSIT REQUIRED \*\***

## Project Detail - Page 1

LOCATION	WEST PORT	DISTANCE	90 MILES	COORDINATES	
PROJECT NAME	STORM DAMAGE BUILDER SIGNAGE STRAIGHTENINGS				

## Items

	PRICE EACH	QTY	TOTAL
<b>1</b> LABOR / INSTALLATION, INSTALL, TAMPA, LOCAL 45+ QUOTED INSTALLATION	\$3,200.00	1	\$3,200.00
	<b>PRE-TAX TOTAL</b>		\$3,200.00
	<b>EST TAX (.07)</b>		\$0.00
			-----
	<b>TOTAL</b>		\$3,200.00

## Terms & Conditions

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requoted for customer approval.
- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.
- Depending upon the agreed credit terms, a deposit may be required before work is to commence.
- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion.
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- Sales tax is estimated and subject to change based upon the actual rate at time of invoicing.
- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.
- Customer is responsible for variations from customer supplied architectural drawings & hardscapes.
- Signature on this proposal constitutes approval from the client on supplied artwork/graphics.
- Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement.
- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

\_\_\_\_\_  
ONSIGHT INDUSTRIES, LLC.

\_\_\_\_\_  
RON SILVEIRA  
NAME

\_\_\_\_\_  
10/25/2022  
DATE

## Proposal Acceptance

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.



*Paul Martin* Paul Martin 10/26/22  
\_\_\_\_\_  
Paul Martin  
Vice President of Land Development  
NAME DATE

900 CENTRAL PARK DR., SANFORD, FL 32771-6634  
P: 407.830.8861 • F: 407.830.5569

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**8H**





# REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade  
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repervices.com

CGC1508223

Page 1 of 2

Please mail POs, contracts and checks to:

Rep Services, Inc.  
165 W. Jessup Ave.  
Longwood, FL 32750-4146

<b>Proposed To:</b> West Port Community Development District 2300 Glades Rd Ste 410w Boca Raton, FL 33431-8556	<b>Ship To:</b> TBD at a later date	<b>Bill To:</b> West Port Community Development District 2300 Glades Rd Ste 410w Boca Raton, FL 33431-8556
<b>Attn:</b> Accounts Payable	<b>Attn:</b>	<b>Attn:</b> Accounts Payable

<b>Project No:</b> 18244	<b>Project Name:</b> The Hammocks at West Port	<b>Project Contact:</b> Paul Martin
<b>Proposal No:</b> 18244.05	<b>Proposal Name:</b> The Hammocks Replacement Shade	<b>Project Location:</b> 1487 Sunset Preserve Way Port Charlotte, FL 33948 Project County: Charlotte
<b>Proposal Date:</b> 11/1/2022	<b>Proposal Expires:</b> 11/30/2022	

**For Questions Contact:** Jason Smith ☎ 407-853-3595 ✉ jason@repervices.com  
**Consultant:** Scott Brushwood ☎ 727-539-8457 ✉ scott@repervices.com **Opt/Rev:** B/1 **Printed:** 11/2/22 - JS

**Vendor:** LSI SkyWays **Proj Drawings:** 18244-2-1 Shade replacement 585506

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
<b>FSP 5-12</b>						
Custom	CP001097	4 EA	Skyways Template - Steel Template Used For Anchor Bolt Alignment With Baseplate	150.00	150.00	600.00
Shade	IP227369H-001	1 EA	Skyways Hip 24'x24' Shade - 14' Entry Height W/rapid Release	11,565.00	11,565.00	11,565.00
Product Subtotal:						\$12,165.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 880 lbs Freight Charge						\$4,657.50
<b>LSI SkyWays Total:</b>						\$16,822.50

**Vendor:** Engineered Wood Fiber supplied by Rep Services **Proj Drawings:** 18244-2-1 Shade replacement 585468

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Surfacing	EWFC-CHARLOTTE COUNTY	95 CY	Engineered Wood Fiber Material, Freight and Installation	60.00	60.00	5,700.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge						Included
<b>Engineered Wood Fiber supplied by Rep Services Total:</b>						\$5,700.00

**Installation By RSI Installer: The scope includes the following, as required:** 585507

Item	Qty	Description
INS-LSI	1 LT	Equipment Installation - Landscape Structures SkyWays 24'x24' Hip Shade
INS-CON FT	4 EA	Instal (4) concrete footings for 24x24 Hip Shade
DEMO	1 LT	Demolition of existing shade
DEMO	1 LT	Demolition of existing shade footings
TRASH REMOVAL	1 LT	Trash removal from jobsite including excavated material from footings
<b>RSI Installer Total:</b>		\$37,342.10

**General Terms of Sale and Proposal Summary**

100% of product prior to fabrication	<b>Product:</b>	\$17,865.00
	<b>Installation:</b>	\$37,342.10
	<b>Freight:</b>	\$4,657.50
	<b>Proposal Total:</b>	\$59,864.60

**Notes**

**Basis of Proposal:**  
Our proposal is for a replacement shade damaged from Hurricane Ian.

**Estimated project completion schedule**  
(This schedule starts when all needed information to direct engineering has been gathered.)  
12 Weeks: Engineering & Submittals  
4 Weeks +/- Permitting  
14 Weeks Longest manufacturing lead time. (Typical for scheduling.)  
1 Week Shipping  
2 Weeks Installation of equipment

33 Weeks TOTAL WEEKS

Note that RSI is committed to do all it can to meet the needs of your project.

**Landscape Structures:**

When placing an order, please select colors from those shown on pages 284-287 of the catalog.

Protective surfacing material must have a critical height value to meet the maximum fall height for the equipment and be accessible (ref. ASTM F3101).

**SkyWays Shade by LSI:**

**Frame: Metallic Silver**

**Fabric: Denim FR**

SkyWays units are designed to meet 2020 Florida Building Code 7th Edition.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1. Note that the fabric is to be removed by the owner should winds exceed 75MPH.

**Engineered Wood Fiber:**

\*\*\* IPEMA CERTIFIED ASTM F1292-13 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment and ASTM F2075-10a Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

Drainage is extremely important to the long-term performance of your playground surfacing. A minimum of a 12" depth of surfacing material must be maintained at all times.

\*\*\* This is a natural product. Particle size, texture and color may vary from a tan to a dark brown due to the natural conditions of the environment.

Freight prices are subject to an energy/fuel surcharge if implemented between the time of quote and placement of order.

**Installation:**

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

To Be Provided by customer:

- Accessible routes to play areas
- Access for machines and labor crew to equipment installation location.
- Storage or Staging area.
- Signed & sealed site plan or survey.
- Permit fees assessed by the building dept.
- Any extra engineering costs
- All site work, site preparation and base preparation.
- Private underground utilities located and marked prior to installation.
- Sod & Landscape Restoration.
- Soils testing.
- Tree survey.
- Site security.
- Dumpster.
- Water and 110 Electric.
- Dewatering and drainage considerations.
- Concrete testing.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 1/2 % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

West Port Community Development District



Paul Martin  
Vice President of Land  
Development  
2022.11.02 10:25:35 -04'00'

Paul Martin

11/2/22

Company Name

Authorized By

Printed Name

Date

As Its: Secretary/Director (Title)

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**81**



Vision Landscapes  
 8789 Commerce Drive  
 Bonita Springs, FL 34135  
 Phone: 888.502.2113

# Invoice

Invoice #	27764
Date	10/26/2022
Due Date	11/25/2022
P.O. No.	6709
Project	

<b>Bill To</b>
West Port Community Development District 2100 S. Hiawassee Road Orlando, FL 32835

Description	Qty	Rate	Amount
Hurricane Ian clean-up and disposal fees due to wind damage.   9/30/22 Employee: Abel Luis 06:25 AM - 06:30 PM (11.58 hrs) Employee: Elder Matio 06:25 AM - 06:30 PM (11.58 hrs) Employee: Dario Cinto 06:25 AM - 06:30 PM (11.58 hrs) Employee: Agapito Mateo 06:25 AM - 06:30 PM (11.58 hrs) Employee: Brayun Luis 06:25 AM - 06:30 PM (11.58 hrs) Employee: Domingo Gonzales 06:25 AM - 06:30 PM (11.58 hrs)   1   Remove debris and safety hazards from the landscape.   Roadways and sidewalks to provide access. 56 yards of debris piled on site.   11   Equipment: Dump Truck   2020 MIFU FE160 CC - Vin# 4UZBWK112LGLJ0037 Subtotal - 9/30/22 - \$2883.42	1	2,883.42	2,883.42
Hurricane Ian clean-up and disposal fees due to wind damage.   10/1/22 Employee: Abel Luis 06:25 AM - 06:45 PM (11.83 hrs) Employee: Wilmer Luis 06:25 AM - 06:45 PM (11.83 hrs) Employee: Noe Luis 06:25 AM - 06:45 PM (11.83 hrs) Employee: Agapito Mateo 06:25 AM - 06:45 PM (11.83 hrs) Employee: Domingo Gonzales 06:25 AM - 06:45 PM (11.83 hrs) Employee: Dario Cinto 06:25 AM - 06:45 PM (11.83 hrs)   1   Pruning broken branches to remove safety hazards from the landscape.   Cut back trees Blocking sidewalks.   1   Remove debris and safety hazards from the landscape.   Pickup up debris from sidewalks   6   Disposal of debris   84 yards of debris - 6 Truckloads   11   Equipment: Dump Truck   2020 MIFU FE160 CC - Vin# 4UZBWK112LGLJ0037 Subtotal - 10/1/22 - \$4031.16	1	4,031.16	4,031.16
Hurricane Ian clean-up and disposal fees due to wind damage.   10/4/22   2   Disposal of debris   28 yards of debris - 2 Truckloads Subtotal - 10/4/22 - \$350.00	1	350.00	350.00

Thank you for your business from the Team at Vision Landscapes!	<b>Total</b>	\$7,264.58
Bookkeeper@VisionLandscapeServices.com <a href="http://www.VisionLandscapeServices.com">http://www.VisionLandscapeServices.com</a>	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$7,264.58

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**8J**

Westport - Hurricane Ian

	Name/Equipment	Hours	Hourly Rate	
10/11/2022 Pod C	Shawn Austin	9.5	75	712.5
	CASE 621F (2.5 yd loader)	9.5	200	1900
	Laborers (5)	47.5	42.5	2018.75
10/12/2022 Pod C	Shawn Austin	9.5	75	712.5
	CASE 621F (2.5 yd loader)	9.5	200	1900
	Laborers (5)	47.5	42.5	2018.75
10/13/2022 Pod C	Shawn Austin	9.5	75	712.5
	John Deere 650 dozer	9.5	200	1900
	Laborers (5)	47.5	42.5	2018.75
10/14/2022 Pod C	Shawn Austin	9.5	75	712.5
	John Deere 650 dozer	9.5	200	1900
	Laborers (5)	47.5	42.5	2018.75
10/17/2022 Pod C	Dustin Chester	9.5	75	712.5
	Shawn Austin	9.5	75	712.5
	Bill Bransfield	10.5	75	787.5
	Ellen Chaney	10.5	45	472.5
	Michele Nelson	11	45	495
	John Deere 650 dozer	10.5	200	2100
	Kubota SVL97 skid steer	10.5	150	1575
	Laborers (7)	70	42.5	2975
10/18/2022 Pod H	Dustin Chester	10.5	75	787.5
	Shawn Austin	10.5	75	787.5
	Bill Branfield	10.5	75	787.5
	Ellen Chaney	10.5	45	472.5
	Michele Nelson	11	45	495
	Kubota KX080 excavator	10.5	150	1575
	Case 621F (2.5 yd loader)	10.5	200	2100
	John Deere 650k dozer	10.5	200	2100
	Laborers (7)	70	42.5	2975
10/19/2022 Pod H	Dustin Chester	10.5	75	787.5
	Shawn Austin	10	75	750
	Bill Branfield	10.5	75	787.5
	Ellen Chaney	10.5	45	472.5
	Michele Nelson	10	45	450
	Kubota KX080 excavator	10	150	1500
	Kubota SVL97 skid steer	10	150	1500
	John Deere 650 Dozer	5	200	1000

	Case 621F (2.5 yd loader)	5	200	1000
	Laborers (7)	70	42.5	2975
10/20/2022 Pod H	Dustin Chester	10.5	75	787.5
	Shawn Austin	9.5	75	712.5
	Bill Branfield	10.5	75	787.5
	Ellen Chaney	10.5	45	472.5
	Michele Nelson	10	45	450
	Kubota KX080 excavator	10.5	150	1575
	Kubota SVL97 skid steer	9.5	150	1425
	Case SV212 roller	10.5	200	2100
	John Deere 650 Dozer	10.5	200	2100
	Case 621F (2.5 yd loader)	10	200	2000
	Laborers (6)	60	42.5	2550
10/21/2022 Pod H	Shawn Austin	9.5	75	712.5
	Michele Nelson	10	45	450
	Kubota KX080 excavator	9.5	150	1425
	Laborers (5)	50	42.5	2125
10/22/2022 Pod H	Dustin Chester	9.5	75	712.5
	Shawn Austin	9.5	75	712.5
	Kubota KX080 excavator	9.5	150	1425
	Kubota SVL97 skid steer	9.5	150	1425
	Laborers (6)	57	42.5	2422.5
10/24/2022 Pod B	Dustin Chester	10.5	75	787.5
Pod H	Shawn Austin	9.5	75	712.5
	Bill Branfield	10.5	75	787.5
	Ellen Chaney	10.5	45	472.5
	Michele Nelson	10	45	450
	Kubota KX080 excavator	5	150	750
	Kubota SVL97 skid steer	5.5	150	825
	Case 621F (2.5 yd loader)	10.5	200	2100
	Laborers (7)	70	42.5	2975
10/25/2022 Pod B	Dustin Chester	10.5	75	787.5
	Shawn Austin	9.5	75	712.5
	Bill Branfield	10.5	75	787.5
	Ellen Chaney	10.5	45	472.5
	Michele Nelson	10	45	450
	Kubota KX080 excavator	9.5	150	1425
	Kubota SVL97 skid steer	10	150	1500
	Case 621F (2.5 yd loader)	10.5	200	2100
	Laymor SF300 sweeper	10.5	150	1575
	Laborers (6)	60	42.5	2550

10/26/2022 Pod B	Dustin Chester	10.5	75	787.5
	Shawn Austin	9.5	75	712.5
	Bill Branfield	10.5	75	787.5
	Ellen Chaney	10.5	45	472.5
	Michele Nelson	10	45	450
	Kubota KX080 excavator	10	150	1500
	Case 621F (2.5 yd loader)	10.5	200	2100
	Laymor SF300 sweeper	10	150	1500
	Laborers (7)	70	42.5	2975
10/27/2022 Pod C	Dustin Chester	10.5	75	787.5
	Shawn Austin	9.5	75	712.5
	Bill Branfield	10.5	75	787.5
	Ellen Chaney	10.5	45	472.5
	Michele Nelson	9.75	45	438.75
	John Deere 650k dozer	10.5	200	2100
	Kubota SVL97 skid steer	10.5	150	1575
	Laboreres (5)	50	42.5	2125
	10/28/2022 Pod C & B	Dustin Chester	10.5	75
Shawn Austin		9.5	75	712.5
Bill Branfield		10.5	75	787.5
Ellen Chaney		10.5	45	472.5
Michele Nelson		3	45	135
Kubota KX080 excavator		10.5	150	1575
Case 621F (2.5 yd loader)		9.5	200	1900
Kubota SVL97 skid steer		3	150	450
Laborers (7)		70	42.5	2975

130326.3

Stark Sullen Grading Inc  
 9890 Bayshore Rd  
 North Fort Myers, FL 33917

Invoice: 11832

(239) 887-1555

Sold to  
 WEST PORT COMMUNITY DEVELOPMEN  
 2300 GLADES RD  
 SUITE 410W  
 BOCA RATON, FL 33431-8556

Ship to  
 WESTPORT  
 2300 GLADES RD  
 SUITE 410W  
 BOCA RATON, FL 33431

<u>Account</u>	<u>P.O. Num</u>	<u>Ship Via</u>	<u>Ship Date</u>	<u>Terms</u>	<u>Invoice Date</u>	<u>Page</u>
CDD	HURRICANE IAN			Net 30	11/14/22	1
<u>Item</u>	<u>Quantity</u>	<u>Description</u>		<u>Unit Price</u>	<u>Extended Price</u>	
	1	HURRICANE IAN CLEANUP WORK PERFORMED 10/11/22 - 10/28/22				
	1	PODS H, B AND C TRANSPORT AND MOBILIZATION OF EQUIPMENT DOCUMENTATION AND PICTURE TAKING CLEARING DOWNED TREES AND BRUSH REPAIR WASHOUTS, LAKE BANKS & BERMS PULL TREES ACROSS LAKE REMOVE TREES FROM FLAMINGO WATERWAY REMOVE TREES FROM TREELINE REMOVE STREET SIGNS FROM ROAD BARRICADE FOR SAFETY		130,326.30	130,326.30	
	1	CLEAN ALL DRAINS		0.00	0.00	
	1	SILT FENCE AROUND DRAINS PINE STRAW LAID FOR WETLANDS FILL WASHOUTS STACK DEBRIS AND BRUSH MOVE BRUSH AND DEBRIS TO STAGED AREA CLEAR ROADS OF DANGEROUS MATERIAL SWEEP ROADS REMOVED BROKEN TREES FROM WATERWAYS REPAIR AND PACK SIDEWALK WASHOUTS REMOVE FALLEN TREES FROM SIDEWALKS SWEEP SIDEWALKS		0.00	0.00	
	1	SANDBAG FOR EROSION CONTROL		0.00	0.00	
				Subtotal	130,326.30	
				Total	\$130,326.30	

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

## (RESTATED)<sup>1</sup> FACILITIES MANAGEMENT AGREEMENT

**THIS (RESTATED) FACILITIES MANAGEMENT AGREEMENT (“Agreement”)** is made and entered into as of November 8, 2022, and is by and between:

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431 (“**District**”); and

**EVERGREEN LIFESTYLES MANAGEMENT, LLC**, a Florida limited liability company, whose address is 2100 S. Hiawassee Road, Orlando, Florida 32835 (“**Contractor**”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

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

**WHEREAS**, the District presently owns and is continuing to construct and/or acquire various systems, Improvements and infrastructure (“**Improvements**”) located within the District; and

**WHEREAS**, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Improvements.

**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:

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.

2. **SERVICES.** The Contractor shall provide the “**Services**” to the District, and for the District’s Improvements, pursuant to this Agreement and as set forth in **Exhibit A**. All persons performing the Services will be employees of the Contractor. Contractor and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the

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<sup>1</sup>This agreement supersedes and replaces the prior *Field Operations Agreement* between the parties, and dated December 1, 2020.



meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Contractor. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Contractor will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Contractor shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Contractor.

**3. TERM.** The Services as provided in this Agreement shall commence upon execution of this Agreement, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew thereafter for one-year periods beginning October 1, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District’s written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

**4. FEES AND EXPENSES; PAYMENT TERMS.**

**a. FEES AND EXPENSES.**

i. The District shall pay the Contractor for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Contractor’s compensation for Services provided pursuant to this Agreement, the District shall compensate the Contractor only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those Services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those Services are required.

**b. PAYMENT TERMS.**

i. **Services.** All Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), Florida Statutes, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, Florida Statutes.

ii. The Contractor shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Contractor’s invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Contractor shall notify the District, in writing, at least ten (10) days prior to suspending services.

5. **PROTECTION OF PROPERTY.** The Contractor and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to take steps to repair any damage resulting from the Contractor's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

6. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its district manager, legal counsel, engineer, and any other Contractors, contractors, or employees, as required, for the Contractor to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

7. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Contractor shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Contractor. Contractor shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

8. **TERMINATION.** Either party may terminate this Agreement for cause immediately upon written notice to the other Party, or without cause, and for any or no reason, upon thirty days written notice to the other Party. Upon any termination, Contractor will be entitled to the total amount of compensation pursuant to the terms of this Agreement, but only for services rendered through the termination date, and subject to any off-sets that the District may have. Contractor will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

9. **INDEMNIFICATION.**

- a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability, including the monetary limits, set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligent or reckless and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes, or any other law, including to the extent that the Contractor may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.
- b. **CONTRACTOR INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any

and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.

- c. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

10. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

11. **INSURANCE.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement. The Contractor shall provide and maintain insurance coverage at all times throughout the term of this Agreement, in the greater of the amounts set forth in either **Exhibit E** or as follows:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
- c. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
- d. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- e. Comprehensive Automobile Liability Insurance for all vehicles used by the Contractor's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- f. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.

Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Contractor will furnish the District with a Certificate

of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If the Contractor fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT [SUITK@WHHASSOCIATES.COM](mailto:SUITK@WHHASSOCIATES.COM), OR BY REGULAR MAIL AT WRATHELL HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties 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 Contractor

may deliver Notice on behalf of the District and the Contractor, 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.

**14. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Contractor.

**15. ASSIGNMENT.** Except as provided in this section, neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Contractor or the District without the prior written approval of the other party is void.

**16. CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

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

**18. MERGER PROVISION.** This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

**19. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Contractor under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**20. ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

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

22. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

23. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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 deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

24. **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.

25. **EXPENSES RELATED TO FACILITY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.

26. **FACILITY REVENUE.** The Contractor will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity Improvements. The Contractor shall keep close accounting of all revenue and expenditures.

27. **NON-COMPETITION.** The District agrees for a period of one (1) year, from the termination or expiration of this Agreement, not to directly or indirectly solicit, employ, or Agreement with any individual employed by the Contractor in a managerial position at the amenity Improvements.

28. **E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

29. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

30. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented

or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

31. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Contractor, and shall remain effective until terminated by either the District or the Contractor in accordance with the provisions of this Agreement.

***(Remainder of this page is left blank intentionally)***

Therefore, the Contractor and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**EVERGREEN LIFESTYLES MANAGEMENT, LLC,**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – HOA Addendum [RESERVED]
- Exhibit D** – Form of Monthly Report
- Exhibit E** – Insurance Certificate & Endorsements



**EXHIBIT A**  
Scope of Services

The Contractor shall provide the District, as part of the Services, with field operations management services for the District's Improvements, which include:

- Hardscaping
- Landscaping
- Irrigation
- Fountains
- Streets and Street Signs
- Stormwater Improvements
- Conservation Areas
- Common Areas / Amenities

The field operation operations management services shall include:

1. Facilitate and assist with obtaining proposals for the maintenance of the Improvements
2. Coordination and oversight of maintenance services for the Improvements
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications
4. Conduct maintenance inspections of the Improvements
  - a. Weekly inspections for all fountains
  - b. Weekly inspections for all lighting
  - c. Weekly inspections for all common areas / amenities
  - d. Bi-weekly for all landscaping and irrigation Improvements
  - e. Monthly for all streets and signs
  - f. Monthly inspections for all conservation areas and stormwater ponds and Improvements
  - g. Yearly inspections for all other Improvements
5. Provide monthly reports from all inspections and on all District needs relating to all Improvements and repairs
6. Interface with vendors regarding deficiencies in service or need for additional services
7. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices
8. Obtain proposals, and/or assist with requests for proposals, for maintenance services as requested by the District and provide them to the District Manager
9. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the Improvements, or as required under applicable government permits
10. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property
11. Assist with preparation of operations budget for District Improvements
12. Promptly respond to and address all homeowner/landowner requests, concerns and questions via the 24-7 Customer Care Team
13. Attend monthly CDD meetings to provide reports relating to the Improvements

**EXHIBIT B**  
Schedule of Fees

**\$4,583.33 PER MONTH**

**EXHIBIT C**  
HOA Addendum

[RESERVED]

**EXHIBIT D**  
Format for Monthly Report

**Clubhouse Operations/Maintenance Updates**

- [LIST APPLICABLE ITEMS]

**Full Community Walkthroughs/Checks**

- [LIST DATES & APPLICABLE ITEMS]

**Pool & Pool Deck Checks**

- [LIST DATES & APPLICABLE ITEMS]

**Vendor Services Performed and/or Site Visits**

- [LIST VENDOR(S), DATES & APPLICABLE ITEMS]

**Board of Supervisor's Requests**

- [LIST DATES & APPLICABLE ITEMS]

**Resident Requests**

- [LIST DATES & APPLICABLE ITEMS]

**EXHIBIT E**  
Insurance Certificates and Endorsements



EVERLIF-01

SE71MEVANS

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
2/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L077730 AssuredPartners, Lake Mary 300 Colonial Center Parkway, Suite 270 Lake Mary, FL 32746	CONTACT NAME: PHONE (A/C, No, Ext): (407) 982-4451 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: <b>Westfield Insurance Company</b> INSURER B: <b>Lloyd's of London</b> INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # <b>24112</b>
INSURED  Evergreen Lifestyles Management, LLC 2100 S Hiwassee Road Orlando, FL 32835		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CWP8153453	7/28/2020	7/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CWP8153453	7/28/2020	7/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CWP8153453	7/28/2020	7/28/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			CWP8153453	7/28/2020	7/28/2021	SEE NOTES
B	Professional Liabil			MPL101875	7/28/2020	7/28/2021	Per Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The West Port Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds with respects to general liability on a primary and non-contributory basis and auto liability in regards to the operations of the named insured when required by written contract or agreement. A waiver of subrogation applies in favor of the listed Additional Insureds with respects to general liability and auto liability when required by written contract or agreement. 30 Day Notice of Cancellation applies/10 day notice for non-payment of premium.

CERTIFICATE HOLDER  West Port Community Development District c/o Wrathell Hunt & Associates 2300 Glades Road #410W Boca Raton, FL 33431	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>AssuredPartners, Lake Mary</b>		License # L077730	NAMED INSURED Evergreen Lifestyles Management, LLC 2100 S Hiawasee Road Orlando, FL 32835
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**ADDITIONAL COVERAGES:**

**PROPERTY COVERAGE**

Insurer: Westfield Insurance Company  
Policy #: CWP8153453  
Effective: 7/28/2020 – 7/28/2021

Location 1: 2100 South Hiawasee Road, Orlando, FL 32835  
Business Personal Property Limit: \$50,000

Location 2: 10401 Deerwood Park Blvd, Jacksonville, FL 32256  
Business Personal Property Limit: \$50,000

**Deductibles:**

\$1,000 All Other Perils, Per Occurrence  
2% Windstorm/Hail, based on Total Insurable Values Per Location, Per Occurrence

**Replacement Cost**

Equipment Breakdown Included

**INLAND MARINE COVERAGE**

Insurer: Westfield Insurance Company  
Policy #: CWP8153453  
Effective: 7/28/2020 – 7/28/2021

**Scheduled Equipment:**

Mounted Pressure Washer Limit: \$8,052  
Williams Scotsman Container Limit: \$23,504

**Deductibles:**

\$500 All Other Perils, Per Occurrence

Actual Cash Value

**CRIME COVERAGE**

Insurer: Travelers Casualty and Surety Company  
Policy #: 0105898275-LB0  
Effective: 2/26/2020 – 2/26/2021

Employee Theft Limit: \$1,000,000  
Forgery or Alteration Limit: \$1,000,000  
On Premises Limit: \$1,000,000  
In Transit Limit: \$1,000,000  
Money Orders and Counterfeit Money Limit: \$1,000,000  
Funds Transfer Fraud Limit: \$1,000,000  
Computer Fraud Limit: \$1,000,000  
Computer Program and Electronic Data Restoration Expense Limit: \$1,000,000



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>AssuredPartners, Lake Mary</b>		License # L077730	NAMED INSURED Evergreen Lifestyles Management, LLC 2100 S Hiwassee Road Orlando, FL 32835
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Funds Transfer Fraud - False Pretenses Limit: \$1,000,000**  
**Social Engineering Fraud Limit: \$100,000**  
**Claim Expense Limit: \$5,000**

**Deductibles:**  
**\$5,000 All Coverage Agreements except**  
**\$0 Claims Expense**

**CYBER COVERAGE**

**Insurer: Travelers Casualty and Surety Company**  
**Policy #: 0105898275-LB0**  
**Effective: 2/26/2020 – 2/26/2021**

**Policy Aggregate: \$1,000,000**

**Third Party Liability - Per Claim Limits:**  
**Network and Information Security Limit: \$1,000,000**  
**Communications and Media Limit: \$1,000,000**  
**Regulatory Defense Expenses Limit: \$1,000,000**  
**\$5,000 Retention Each Claim**

**First Party Liability - Per Claim Limits:**  
**Crisis Management Event Expenses Limit: \$1,000,000**  
**Security Breach Remediation and Notification Expenses Limit: \$1,000,000**  
**Computer Program and Electronic Data Restoration Expenses Limit: \$1,000,000**  
**Computer Fraud Limit: \$1,000,000**  
**Funds Transfer Fraud Limit: \$1,000,000**  
**E-Commerce Extortion Limit: \$1,000,000**  
**Business Interruption and Additional Expenses Limit: \$100,000 (8 Hour Waiting Period)**  
**Social Engineering Limit: \$100,000**  
**Telecommunications Fraud Limit: \$100,000**  
**Reputational Harm Limit: \$100,000**  
**\$5,000 Retention Each Claim**

**EMPLOYMENT PRACTICES LIABILITY COVERAGE**

**Insurer: Travelers Casualty and Surety Company**  
**Policy #: 0105898275-LB0**  
**Effective: 2/26/2020 – 2/26/2021**

**Each Claim Limit: \$1,000,000**  
**Aggregate Limit: \$1,000,000**

**Retentions:**  
**\$10,000 Agreement A**  
**\$10,000 Agreement B**



AGENCY CUSTOMER ID: **EVERLIF-01****SE71MEVANS**LOC #: 1**ADDITIONAL REMARKS SCHEDULE**Page 3 of 4

AGENCY <b>AssuredPartners, Lake Mary</b>	License # L077730	NAMED INSURED Evergreen Lifestyles Management, LLC 2100 S Hiwassee Road Orlando, FL 32835
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**CYBER COVERAGE**

Insurer: LLOYD'S OF LONDON  
Policy #: TBD  
Effective: 7/28/2020 – 7/28/2021

Policy Aggregate Limit: \$1,000,000  
Deductible Aggregate: \$7,500

## Third Party Liability - Per Claim/Aggregate Limits:

Multi-Media Liability Limit: \$1,000,000  
Security & Privacy Liability Limit: \$1,000,000  
Privacy Regulatory Defense & Penalties Limit: \$1,000,000  
Payment Card Industry Data Security Standard (PCI DSS) Liability Limit: \$1,000,000  
TCPA (Telephone Consumer Protection Act) Defense Limit: \$50,000  
\$2,500 Deductible Each Claim

## First Party Liability - Per Claim/Aggregate Limits:

Breach Event Costs Limit: \$1,000,000  
- Post Breach Remediation Costs Limit: \$25,000  
BrandGuard Limit: \$1,000,000 (2 week waiting period/6 month Period of Indemnity)  
System Failure Limit: \$1,000,000 (8-hour waiting period/6 month Restoration Period)  
- Data Recovery  
- Non-Physical Business Interruption  
Dependent System Failure Limit: \$1,000,000 (12-hour waiting period/4 month Restoration Period)  
- Data Recovery  
- Non-Physical Business Interruption  
Cyber Extortion Limit: \$1,000,000  
Cyber Crime (Financial Fraud, Telecommunications Fraud & Insured Phishing Fraud) Limit: \$100,000  
Cyber Crime (Client Phishing Fraud) Limit: \$50,000  
Reward Expenses Limit: \$50,000  
Court Attendance Costs Limit: \$25,000  
Reputational Harm Limit: \$100,000  
\$2,500 Deductible Each Claim

**LIQUOR LIABILITY COVERAGE**

Insurer: Westfield Insurance Company  
Policy #: CWP8153453  
Effective: 7/28/2020 - 7/28/21

## Named Insureds:

Evergreen Eats Solterra, LLC DBA Cafe Sol Bar & Grill  
Evergreen Eats Bellalago, LLC DBA Flip Flops Bar & Grille  
Evergreen Lifestyles Management, LLC

## Limits:

Each Common Cause Limit: \$1,000,000  
Aggregate Limit: \$1,000,000  
Deductible: \$0

AGENCY CUSTOMER ID: **EVERLIF-01**

**SE71MEVANS**

LOC #: 1



### ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY <b>AssuredPartners, Lake Mary</b>		License # L077730	NAMED INSURED Evergreen Lifestyles Management, LLC 2100 S Hiwassee Road Orlando, FL 32835
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

- Covered Locations:**  
 1) 5200 Solterra Blvd, Davenport, FL 33837  
 2) 1220 Lago Vista Court, Kissimmee, FL 34759

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

## FISCAL YEAR 2023 DEFICIT FUNDING AGREEMENT

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, 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 2022-\_\_\_ and 2022-\_\_\_ ("**Resolutions**"), which respectively adopt the District's annual budget for Fiscal Year 2023 ("**FY 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Budget

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**



**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2022**

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2022**

	General Fund	Special Revenue Fund	Debt Service Fund Series 2020	Debt Service Fund Series 2020 Assessment Area Two	Debt Service Fund Series 2021	Debt Service Fund Series 2022	Capital Projects Fund Series 2020	Capital Projects Fund Series 2020 Assessment Area Two	Capital Projects Fund Series 2021	Capital Projects Fund Series 2022	Total Governmental Funds
<b>ASSETS</b>											
Cash	\$ 181,995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 181,995
Investments											
Revenue	-	-	229,003	20,439	106,972	-	-	-	-	-	356,414
Reserve	-	-	192,743	195,152	266,697	79,180	-	-	-	-	733,772
Construction	-	-	-	-	-	-	31,368	80	-	871	32,319
Construction - townhomes	-	-	-	-	-	-	-	-	1,040	-	1,040
Construction - single family	-	-	-	-	-	-	-	-	720,384	-	720,384
Cost of issuance	-	-	5,777	10,046	10,044	10,000	-	-	-	-	35,867
Capitalized interest	-	-	-	-	-	25,138	-	-	-	-	25,138
Interest	-	-	4	-	4	-	-	-	-	-	8
Sinking	-	-	4	-	5	-	-	-	-	-	9
Undeposited funds	-	-	-	-	21,136	-	-	-	-	-	21,136
Accounts receivable - impact fees	-	-	-	-	-	-	-	-	68,252	-	68,252
Assesments receivables	686	430	1,537	425	-	-	-	-	-	-	3,078
Due from KL West Port	65,106	-	112,532	-	309,662	-	-	-	-	-	487,300
Due from Forestar	49,537	-	-	107,234	-	-	-	167,991	-	-	324,762
Due from KL JAK WP	26,892	-	-	-	133,073	-	-	-	-	-	159,965
Due from general fund	-	68,530	-	-	-	-	-	-	-	-	68,530
Utility deposit	1,690	-	-	-	-	-	-	-	-	-	1,690
Prepaid expense	5,963	-	-	-	-	-	-	-	-	-	5,963
Total assets	<u>\$ 331,869</u>	<u>\$ 68,960</u>	<u>\$ 541,600</u>	<u>\$ 333,296</u>	<u>\$ 847,593</u>	<u>\$ 114,318</u>	<u>\$ 31,368</u>	<u>\$ 168,071</u>	<u>\$ 789,676</u>	<u>\$ 871</u>	<u>\$ 3,227,622</u>
<b>LIABILITIES</b>											
Liabilities:											
Accounts payable	\$ 29,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,380
Accounts payable on-site	175,790	-	-	-	-	-	-	-	-	-	175,790
Contracts payable	-	-	-	-	-	-	-	167,991	72,129	-	240,120
Retainage payable	-	-	-	-	-	-	40,978	120,647	487,453	-	649,078
Due to developer	-	-	8,061	-	-	-	-	-	120	-	8,181
Due to special revenue fund	68,530	-	-	-	-	-	-	-	-	-	68,530
Due to other	-	-	-	-	-	-	-	-	4,164	-	4,164
Accrued wages payable	400	-	-	-	-	-	-	-	-	-	400
Accrued taxes payable	31	-	-	-	-	-	-	-	-	-	31
Developer advance - KL West Port	15,000	-	-	-	-	-	-	-	-	-	15,000
Total liabilities	<u>289,131</u>	<u>-</u>	<u>8,061</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>40,978</u>	<u>288,638</u>	<u>563,866</u>	<u>-</u>	<u>1,190,674</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>											
Deferred receipts	133,181	-	112,532	-	433,902	-	-	167,991	58,177	-	905,783
Total deferred inflows of resources	<u>133,181</u>	<u>-</u>	<u>112,532</u>	<u>-</u>	<u>433,902</u>	<u>-</u>	<u>-</u>	<u>167,991</u>	<u>58,177</u>	<u>-</u>	<u>905,783</u>
<b>FUND BALANCES</b>											
Committed											
Debt service	-	-	421,007	333,296	413,691	114,318	-	-	-	-	1,282,312
Capital projects	-	-	-	-	-	-	-	(288,558)	167,633	871	(120,054)
Unassigned	(90,443)	68,960	-	-	-	-	(9,610)	-	-	-	(31,093)
Total fund balances	<u>(90,443)</u>	<u>68,960</u>	<u>421,007</u>	<u>333,296</u>	<u>413,691</u>	<u>114,318</u>	<u>(9,610)</u>	<u>(288,558)</u>	<u>167,633</u>	<u>871</u>	<u>1,131,165</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 331,869</u>	<u>\$ 68,960</u>	<u>\$ 541,600</u>	<u>\$ 333,296</u>	<u>\$ 847,593</u>	<u>\$ 114,318</u>	<u>\$ 31,368</u>	<u>\$ 168,071</u>	<u>\$ 789,676</u>	<u>\$ 871</u>	<u>\$ 3,227,622</u>

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 93,273	\$ 92,995	100%
Landowner contribution - KL West Port	-	134,107	289,114	46%
Landowner contribution - Forestar	-	115,241	219,978	52%
Landowner contribution - KL JAX WP	-	49,425	119,416	41%
Lot closing	17,334	217,862	-	N/A
Total revenues	<u>17,334</u>	<u>609,908</u>	<u>721,503</u>	85%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	430	861	4,000	22%
Management/accounting/recording	8,000	48,000	48,000	100%
Legal	9,322	26,774	25,000	107%
Engineering	-	-	3,500	0%
Audit	-	3,000	6,500	46%
Arbitrage rebate calculation	500	1,000	2,250	44%
Dissemination agent	500	2,999	3,000	100%
DSF accounting				
Series 2020 - AA1	917	5,500	5,500	100%
Series 2020 - AA2	917	5,500	5,500	100%
Series 2021 - AA1	917	5,500	5,500	100%
Trustee	-	10,500	10,500	100%
Telephone	33	200	200	100%
Postage	151	555	500	111%
Printing & binding	83	500	500	100%
Legal advertising	1,452	1,561	1,200	130%
Annual special district fee	-	175	175	100%
Insurance	-	5,175	5,500	94%
Contingencies/bank charges	5	162	1,200	14%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Tax collector	(686)	1,179	1,937	61%
Total professional & administrative	<u>22,541</u>	<u>120,056</u>	<u>131,377</u>	91%

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>Field operations (shared)</b>				
Management	2,400	9,600	10,000	96%
Accounting	625	3,750	3,750	100%
Stormwater management				
Lake maintenance	6,424	29,386	20,300	145%
Preserve maintenance	-	-	3,000	0%
Streetlighting	589	68,708	116,880	59%
Irrigation supply				
Maintenance contract	2,849	19,186	3,000	640%
Electricity	22,771	70,031	12,000	584%
Repairs and maintenance	(477)	1,971	2,500	79%
Effluent	-	-	50,000	0%
Monuments and street signage				
Repairs and maintenance	-	-	4,000	0%
Electricity	-	-	2,500	0%
Holiday decorating	-	-	5,000	0%
Landscape maintenance				
Maintenance contract	98,657	310,219	236,696	131%
Future landscape maintenance	-	-	24,000	0%
Mulch	-	43,152	60,000	72%
Plant replacement	-	-	29,000	0%
Irrigation repairs	5,558	7,460	2,500	298%
Roadway maintenance	-	-	5,000	0%
Total field operations	<u>139,396</u>	<u>563,463</u>	<u>590,126</u>	95%
Total expenditures	<u>161,937</u>	<u>683,519</u>	<u>721,503</u>	95%
Excess/(deficiency) of revenues over/(under) expenditures	(144,603)	(73,611)	-	
Net change in fund balances	(144,603)	(73,611)	-	
Fund balances - beginning	54,160	(16,832)	-	
Fund balances - ending	<u>\$ (90,443)</u>	<u>\$ (90,443)</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 SEPTEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 58,441	\$ 58,266	100%
Landowner contribution - KL West Port	-	-	87,590	0%
Lot closing	335	48,326	-	N/A
Total revenues	<u>335</u>	<u>106,767</u>	<u>145,856</u>	73%
<b>EXPENDITURES</b>				
<b>Field operations</b>				
Landscape maintenance	36,592	36,592	116,392	31%
Plant replacement	-	-	10,000	0%
Irrigation repairs	477	477	2,500	19%
Streetlighting	-	-	15,000	0%
Accounting	-	-	750	0%
Total field operations	<u>37,069</u>	<u>37,069</u>	<u>144,642</u>	26%
<b>Other fees &amp; charges</b>				
Tax collector	(431)	738	1,214	61%
Total other fees & charges	<u>(431)</u>	<u>738</u>	<u>1,214</u>	61%
Total expenditures	<u>36,638</u>	<u>37,807</u>	<u>145,856</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	(36,303)	68,960	-	
Fund balances - beginning	105,263	-	-	
Fund balances - ending	<u>\$ 68,960</u>	<u>\$ 68,960</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 SEPTEMBER 30, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ -	\$ 208,908	\$ 208,285	100%
Special assessment: off-roll	-	81,718	179,952	45%
Lot closing	-	197,858	-	N/A
Interest	704	1,781	-	N/A
Total revenues	<u>704</u>	<u>490,265</u>	<u>388,237</u>	126%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	130,000	130,000	100%
Interest	-	252,592	252,593	100%
Total debt service	<u>-</u>	<u>382,592</u>	<u>382,593</u>	100%
<b>Other fees &amp; charges</b>				
Tax collector	(1,537)	2,642	4,339	61%
Total other fees and charges	<u>(1,537)</u>	<u>2,642</u>	<u>4,339</u>	61%
Total expenditures	<u>(1,537)</u>	<u>385,234</u>	<u>386,932</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	2,241	105,031	1,305	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(100)	-	N/A
Total other financing sources	<u>-</u>	<u>(100)</u>	<u>-</u>	N/A
Net change in fund balances	2,241	104,931	1,305	
Fund balances - beginning	418,766	316,076	323,143	
Fund balances - ending	<u>\$ 421,007</u>	<u>\$ 421,007</u>	<u>\$ 324,448</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 SEPTEMBER 30, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ -	\$ 57,738	\$ 57,566	100%
Special assessment: off-roll	107,234	332,332	332,332	100%
Interest	373	968	-	N/A
Total revenues	<u>107,607</u>	<u>391,038</u>	<u>389,898</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	135,000	135,000	100%
Interest	-	252,738	252,738	100%
Total debt service	<u>-</u>	<u>387,738</u>	<u>387,738</u>	100%
<b>Other fees &amp; charges</b>				
Tax collector	(424)	730	1,199	61%
Total other fees and charges	<u>(424)</u>	<u>730</u>	<u>1,199</u>	61%
Total expenditures	<u>(424)</u>	<u>388,468</u>	<u>388,937</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	108,031	2,570	961	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(61)	-	N/A
Total other financing sources	<u>-</u>	<u>(61)</u>	<u>-</u>	N/A
Net change in fund balances	108,031	2,509	961	
Fund balances - beginning	225,265	330,787	320,734	
Fund balances - ending	<u>\$ 333,296</u>	<u>\$ 333,296</u>	<u>\$ 321,695</u>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: off-roll	\$ -	\$ 356,051	\$ 531,202	67%
Lot closing	13,039	143,743	-	N/A
Interest	601	1,454	-	N/A
Total revenues	<u>13,640</u>	<u>501,248</u>	<u>531,202</u>	94%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	195,000	195,000	100%
Interest	-	318,522	318,522	100%
Total debt service	<u>-</u>	<u>513,522</u>	<u>513,522</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	13,640	(12,274)	17,680	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(54)	-	N/A
Total other financing sources	<u>-</u>	<u>(54)</u>	<u>-</u>	N/A
Net change in fund balances	13,640	(12,328)	17,680	
Fund balances - beginning	400,051	426,019	415,987	
Fund balances - ending	<u>\$ 413,691</u>	<u>\$ 413,691</u>	<u>\$ 433,667</u>	



**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2022  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 89	\$ 89
Total revenues	89	89
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	-	47,500
Total debt service	-	47,500
Excess/(deficiency) of revenues over/(under) expenditures	89	(47,411)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	332,979
Underwriters discount	-	(171,250)
Total other financing sources	-	161,729
Net change in fund balances	89	114,318
Fund balances - beginning	114,229	-
Fund balances - ending	\$ 114,318	\$ 114,318

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2020 BONDS  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest and miscellaneous	\$ 52	\$ 133
Total revenues	52	133
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	52	133
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	100
Total other financing sources/(uses)	-	100
Net change in fund balances	52	233
Fund balances - beginning	(9,662)	(9,843)
Fund balances - ending	\$ (9,610)	\$ (9,610)

**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 SEPTEMBER 30, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Landowner contribution	\$ -	\$ 321,561
Interest	-	85
Total revenues	-	321,646
<b>EXPENDITURES</b>		
Capital outlay	186,657	803,698
Total expenditures	186,657	803,698
Excess/(deficiency) of revenues over/(under) expenditures	(186,657)	(482,052)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	61
Total other financing sources/(uses)	-	61
Net change in fund balances	(186,657)	(481,991)
Fund balances - beginning	(101,901)	193,433
Fund balances - ending	\$ (288,558)	\$ (288,558)

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Landowner contribution	\$ -	\$ 1,362,660
Impact fee credits	-	696,773
Interest	1,137	2,555
Total revenues	1,137	2,061,988
<b>EXPENDITURES</b>		
Capital outlay	10,353	2,857,302
Total expenditures	10,353	2,857,302
Excess/(deficiency) of revenues over/(under) expenditures	(9,216)	(795,314)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	54
Total other financing sources/(uses)	-	54
Net change in fund balances	(9,216)	(795,260)
Fund balances - beginning	176,849	962,893
Fund balances - ending	\$ 167,633	\$ 167,633

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 871	\$ 871
Total revenues	871	871
<b>EXPENDITURES</b>		
Capital outlay	-	2,042,020
Total expenditures	-	2,042,020
Excess/(deficiency) of revenues over/(under) expenditures	871	(2,041,149)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	2,042,020
Total other financing sources/(uses)	-	2,042,020
Net change in fund balances	871	871
Fund balances - beginning	-	-
Fund balances - ending	\$ 871	\$ 871

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**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 September 13, 2022 at 12:00 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953.

**Present were:**

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

**Also present were:**

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Matt Morris	District Engineer
Bethany Stoltzfus (via telephone)	Evergreen Lifestyles Management
Residents	

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 12:02 p.m. Supervisors Martin, Manners, Smith and Cotter were present, in person. Supervisor Harvey was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Ms. Suit and Ms. Smith explained the protocols for public comments. The Board and Staff took turns introducing themselves.

A resident asked what the \$576 single-family home assessment encompasses. Ms. Suit stated that there are two assessment amounts per home; the Operations and Maintenance (O&M) and the Debt Service portions of the assessments, which will be addressed during the public hearings later in the meeting.

38 An individual asked how agenda items can be commented on if no copies are available.  
39 Ms. Suit stated the agendas are usually posted on the CDD website; going forward, residents  
40 can access them from the website at www.westportcdd.net.

41 Mr. Cotter stated the Board and Staff will make sure everyone’s questions are answered  
42 before the meeting ends.

43 In response to a resident’s questions regarding whether Board Members reside within  
44 the CDD and how they were appointed, Mr. Martin stated the current Board Members are  
45 employed by the Developer. Ms. Smith explained that, in new CDDs, the Developer usually  
46 appoints/elects the Board of Supervisors until a certain threshold is reached at which point the  
47 residents can start being elected to the Board through the General Election process.

48 Asked when residents can become eligible for Board seats, Mr. Earlywine stated, per  
49 Florida Statutes, CDD Boards shift from being Developer-controlled to resident-controlled after  
50 six years and with at least 250 qualified electors residing in the CDD. For West Port CDD, the  
51 first qualified elector election will be in 2026, wherein two residents will be able to be elected  
52 to replace two Developer seats. Interested candidates must be registered to vote in the County  
53 and be a resident of the CDD to be considered a qualified elector. Asked if Staff can inform  
54 residents when 250 qualified electors/registered voters are residing in the CDD, Ms. Suit replied  
55 affirmatively. Ms. Smith stated the information comes directly from the Supervisor of Elections.

56

57 **THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2022/2023 Budget**

58

59

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

61 The affidavit of publication was included for informational purposes.

62 **B. Consideration of Resolution 2022-11, Relating to the Annual Appropriations and**  
63 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending**  
64 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**  
65 **Date**

66



67 **On MOTION by Mr. Manners and seconded by Mr. Cotter, with all in favor, the**  
68 **Public Hearing was opened.**  
69

70

71 Ms. Suit recalled that the Board approved the proposed Fiscal Year 2023 budget, as  
72 amended, at the last meeting. She highlighted the changes that were made in the General Fund  
73 (GF), including the Tax Collector fee increase on Page 1, the Management fee increase from  
74 \$18,000 to \$40,000 on Page 2 and the O&M for Field Ops increase from \$5,500 to \$8,000. She  
75 stated the total agreement amount for Evergreen Lifestyle Management is \$55,000 annually;  
76 \$40,000 to be paid out of the GF and \$15,000 to be paid out of the Special Revenue Fund (SRF).

77 Ms. Suit reviewed the line-item increases on Page 5, the Debt Service Amortization  
78 Schedules from Assessment Areas 1, 2 and 3 and the Assessment Comparison tables on Pages  
79 19 through 21. Total GF revenues are \$966,981 and total SRF revenues are \$358,128.

80 Mr. Martin stated there were multiple bond issuances and every new bond issue was for  
81 a separate area; the O&M assessment is for maintenance of the common areas. The  
82 Assessment Areas are specific to the neighborhood maintenance, landscaping and irrigation for  
83 the individual neighborhood areas. Forestar's areas are managed by the HOA, not the CDD.

84 In response to an earlier question, Ms. Suit stated the \$576 amount on the tax bill is for  
85 the O&M portion of the assessments and the \$412 is the Debt Service portion. The resident had  
86 issued a complaint regarding a defective battery in the irrigation system for months and other  
87 work not being performed in the community.

88 Discussion ensued regarding irrigation zones, battery-operated timers, Florida Power &  
89 Light (FPL), landscaping controllers, decoder valves, rain sensors and items controlled by the  
90 CDD versus those controlled by the HOA.

91 Another resident voiced her opinion that property owners in the Hammocks are paying  
92 the highest assessments and asked why there is a difference between Assessment Area 1  
93 (AA#1) and Assessment Area 2 (AA#2).

94 Mr. Martin stated AA#1 is comprised of Phase 1 of the Hammocks and Phase 1 of the  
95 Isles, which are not neighborhoods; the assessment amounts are based off the Phases and  
96 when things were done. The \$576 O&M assessment is based off the unit count multiplied by

97 the O&M debt, which is split equally amongst 320 units. The bond debt for AA#1 was \$6.6  
98 million and the resulting Debt Service assessments will be the same for 30 years, as the interest  
99 rate is locked in.

100 A resident felt that the buffer area near her home is a disaster, with dead or dying plants  
101 and trees, and the areas near the ponds need to be landscaped. Mr. Martin asked for the exact  
102 location and stated he is working with the landscapers to replace all dead trees and plants.

103 The Board and Staff responded to questions regarding installation of native Florida-type  
104 plants, landscape maintenance, pond maintenance, stormwater runoff, mosquito control and  
105 responsibility for mulching.

106 Ms. Smith stated that both the CDD and the HOA have contracted with Evergreen  
107 Lifestyle Management to oversee maintenance of the community and to manage the vendors;  
108 there is one point of contact for residents to submit their concerns.

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**On MOTION by Ms. Smith and seconded by Mr. Cotter, with all in favor, the Public Hearing was closed.**

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Ms. Suit presented Resolution 2022-11 and read the title.

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**On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, Resolution 2022-11, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

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**FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2022/2023, Pursuant to Florida Law**

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**A. Proof/Affidavit of Publication**

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**B. Mailed Notice(s) to Property Owners**

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These items were included for informational purposes.

132 C. Consideration of Resolution 2022-12, Making a Determination of Benefit and  
 133 Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the  
 134 Collection and Enforcement of Special Assessments, Including but Not Limited to  
 135 Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for  
 136 Amendments to the Assessment Roll; Providing a Severability Clause; and  
 137 Providing an Effective Date

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139 **On MOTION by Ms. Smith and seconded by Mr. Cotter, with all in favor, the**  
 140 **Public Hearing was opened.**

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142

143 Mr. Earlywine stated the reason for this Public Hearing is to levy the assessments that  
 144 secure the budget that was just adopted.

145 No members of the public spoke.

146

147 **On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the**  
 148 **Public Hearing was closed.**

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150

151 Ms. Suit presented Resolution 2022-12 and read the title.

152

153 **On MOTION by Mr. Cotter and seconded by Mr. Martin, with all in favor,**  
 154 **Resolution 2022-12, Making a Determination of Benefit and Imposing Special**  
 155 **Assessments for Fiscal Year 2022/2023; Providing for the Collection and**  
 156 **Enforcement of Special Assessments, Including but Not Limited to Penalties**  
 157 **and Interest Thereon; Certifying an Assessment Roll; Providing for**  
 158 **Amendments to the Assessment Roll; Providing a Severability Clause; and**  
 159 **Providing an Effective Date, was adopted.**

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162 FIFTH ORDER OF BUSINESS

Consideration of Boundary Amendment  
 Funding Agreement

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165 Mr. Earlywine presented the Boundary Amendment Funding Agreement between the  
166 CDD and KL West Port LLC. The goal is to authorize the CDD to annex that property into the  
167 CDD’s boundaries. Mr. Earlywine requested approval in substantial form.

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**On MOTION by Mr. Cotter and seconded by Mr. Manners, with all in favor, the  
Boundary Amendment Funding Agreement, in substantial form, was approved.**

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**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-13,  
Directing the Chairman and District Staff to  
Request the Passage of an Ordinance by  
Charlotte County, Florida, Amending the  
District’s Boundaries, and Authorizing Such  
Other Actions as are Necessary in  
Furtherance of that Process; and Providing  
an Effective Date**

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Mr. Earlywine presented Resolution 2022-13, authorizing Staff to file the petition.

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**On MOTION by Mr. Manners and seconded by Ms. Smith, with all in favor,  
Resolution 2022-13, Directing the Chairman and District Staff to Request the  
Passage of an Ordinance by Charlotte County, Florida, Amending the District’s  
Boundaries, and Authorizing Such Other Actions as are Necessary in  
Furtherance of that Process; and Providing an Effective Date, was adopted.**

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**SEVENTH ORDER OF BUSINESS**

**Presentation of Audited Financial Report  
for Fiscal Year Ended September 30, 2021,  
Prepared by Berger, Toombs, Elam, Gaines  
& Frank**

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Ms. Suit presented the Audited Financial Report for the Fiscal Year Ended September 30,  
2021 and noted the pertinent information. There were no findings, recommendations,  
deficiencies on internal control or instances of non-compliance; it was a clean audit.

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**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-14,  
Hereby Accepting the Audited Financial**

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Report for the Fiscal Year Ended  
September 30, 2021

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Ms. Suit presented Resolution 2022-14 and read the title.

**On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, Resolution 2022-14, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2021, was adopted.**

**NINTH ORDER OF BUSINESS**

**Consideration of Evergreen Lifestyle Management, LLC, First Amendment to Field Operations Agreement**

Ms. Suit presented the Evergreen Lifestyle Management, LLC, First Amendment to Field Operations Agreement, in the amount of \$4,583.33 monthly. She reiterated that the total Agreement amount is \$55,000 annually; \$40,000 to be paid out of the GF and \$15,000 to be paid out of the SRF.

Mr. Earlywine stated the motion should be to approve in substantial form. Ms. Smith stated that the correct scope should be outlined, as there were questions regarding pond maintenance. Mr. Earlywine stated it would be appropriate to include that Ms. Smith would coordinate with Staff to finalize the scope.

**On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the Evergreen Lifestyle Management, LLC, First Amendment to Field Operations Agreement, in substantial form, adding a revised Exhibit A to the amendment, and authorizing Ms. Smith to coordinate with Staff to revise the scope of services in Exhibit A, was approved.**

**TENTH ORDER OF BUSINESS**

**Ratification of FMSbonds, Inc., MSRB Rule G-17 Disclosure**

Ms. Suit presented the FMSbonds, Inc., MSRB Rule G-17 Disclosure. Mr. Earlywine stated the Agreement discloses that FMSbonds is an Underwriter instead of a financial advisor.

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**On MOTION by Ms. Smith and seconded by Mr. Martin, with all in favor, the FMSbonds, Inc., MSRB Rule G-17 Disclosure, was ratified.**

**ELEVENTH ORDER OF BUSINESS**

**Ratification of Acquisition of Utilities, Roadway and Stormwater Improvements & Work Product, Hammocks Phase III**

Mr. Earlywine presented the Acquisition of Utilities, Roadway and Stormwater Improvements & Work Product for Hammocks Phase III.

**On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the Agreement and Acquisition of Utilities, Roadway and Stormwater Improvements & Work Product for Hammocks Phase III, in the amount of \$3,060,211.59, was ratified.**

**TWELFTH ORDER OF BUSINESS**

**Ratification of Stormwater Management Needs Analysis**

Ms. Suit presented the Stormwater Management Needs Analysis Report submitted to the County by the June 30, 2022 due date.

**On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the Stormwater Management Needs Analysis Report, was ratified.**

**THIRTEENTH ORDER OF BUSINESS**

**Ratification of Amendment to Landscape and Irrigation Services Agreement with Vision Landscape Services of Florida, Inc.**

Ms. Suit presented the Amendment to Landscape and Irrigation Services Agreement. Mr. Earlywine stated the exhibit outlines an additional scope for additional services.

Ms. Smith asked if there is a maintenance map to facilitate working with Evergreen to identify what is in the boundaries of maintenance. Mr. Morris was directed to commence drafting and/or updating a CDD maintenance area map and email it to the District Manager for dissemination to District Counsel and to the Board for feedback and review.



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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, 2022, were accepted.**

**SEVENTEENTH ORDER OF BUSINESS** **Approval of June 14, 2022 Regular Meeting Minutes**

Ms. Suit presented the June 14, 2022 Regular Meeting Minutes.

**On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the June 14, 2022 Regular Meeting Minutes, as presented, were approved.**

**EIGHTEENTH ORDER OF BUSINESS** **Staff Reports**

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

Mr. Earlywine reported the following:

- Staff recently completed the West Port bond issue and is gearing up for the Forestar bond issue and the boundary amendment in 2023.
- All projects are close to completion.
- Staff will work on getting all deeds delivered and preparing Project Completion Resolutions.

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

There was no report.

**C. Field Operations: *Evergreen Lifestyles Management, LLC***

There was no report.

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

- **NEXT MEETING DATE: October 11, 2022 at 12:30 P.M.**
- **QUORUM CHECK**

The October 11, 2022 meeting was cancelled. The Landowner’s Election will be on November 1, 2022.

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



347 There were no Board Members’ comments or requests.

348

349 **TWENTIETH ORDER OF BUSINESS**

**Public Comments**

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351 In response to a resident’s question regarding her property tax bill, Ms. Smith stated  
352 assessments are collected through the Tax Collector and are not final, since they were just  
353 adopted today. Staff will submit them to the Tax Collector for inclusion on the final bill.

354 Asked about the expectation going forward, Ms. Suit stated \$576 is the exact amount  
355 listed on the proposed tax bill notice.

356 Discussion ensued regarding the Truth in Millage (TRIM) Notice, proposed tax bill, Board  
357 of County Commissioners, different assessment areas, bond issuances, etc.

358 Asked if the CDD has an independent Auditor, Ms. Suit stated the audit, which was  
359 prepared by Berger, Toombs, Elam, Gaines & Frank (BTEGF), was presented earlier in the  
360 meeting. Asked how best to obtain a copy of the audit, Mr. Manners stated it is on the CDD  
361 website.

362 Asked about landscaping the pond areas, Mr. Manners hoped that it will be completed  
363 by the end of the year. All the areas in the Isles have been landscaped expect one section.

364 The Board responded to questions regarding the common areas, a natural buffer area  
365 along Centennial Boulevard, the Hammocks, construction debris cleanup, ongoing construction,  
366 the Westport Expansion project, an access road, solar streetlights and a meter cam.

367

368 **TWENTY-FIRST ORDER OF BUSINESS**

**Adjournment**

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

371

**On MOTION by Mr. Martin and seconded by Mr. Cotter with all in favor, the meeting adjourned at 1:38 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

## **STAFF**

## **REPORTS**

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 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*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 11, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>November 1, 2022</b>	<b>Landowners' Meeting</b>	<b>9:00 A.M.</b>
<b>November 8, 2022</b> <i>rescheduled to November 15, 2022</i>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>November 15, 2022</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>December 13, 2022</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>January 10, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>February 14, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>March 14, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>April 11, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>May 9, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>July 11, 2023*</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
<b>August 8, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>September 12, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>