

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

September 13, 2022

PUBLIC HEARINGS AND REGULAR MEETING AGENDA

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

September 6, 2022

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Board of Supervisors
West Port Community Development District

Dear Board Members:

The Board of Supervisors of the West Port Community Development District will hold 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. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of 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
4. 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
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2022-12, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Boundary Amendment Funding Agreement

6. 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
7. Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2021, Prepared by Berger, Toombs, Elam, Gaines & Frank
8. Consideration of Resolution 2022-14, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2021
9. Consideration of Evergreen Lifestyle Management, LLC, First Amendment to Field Operations Agreement
10. Ratification of FMSbonds, Inc., MSRB Rule G-17 Disclosure
11. Ratification of Acquisition of Utilities, Roadway and Stormwater Improvements & Work Product, Hammocks Phase III
12. Ratification of Stormwater Management Needs Analysis
13. Ratification of Amendment to Landscape and Irrigation Services Agreement with Vision Landscape Services of Florida, Inc.
14. Consideration/Ratification of CDD/HOA Maintenance Agreements
 - A. Cove at West Port Community Association, Inc. (Assessment Area Two)
 - B. Vistas at West Port Landings Association, Inc. (Landings East)
15. Ratification of Deeds
 - A. Quit Claim Deed and Grant of Easements [Forestar (USA) Real Estate Group Inc.]
 - B. Quit Claim Deed [KL West Port LLC]
16. Acceptance of Unaudited Financial Statements as of July 31, 2022
17. Approval of June 14, 2022 Regular Meeting Minutes
18. 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*

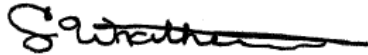
- NEXT MEETING DATE: October 11, 2022 at 12:30 P.M.
- QUORUM CHECK

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

19. Board Members' Comments/Requests
20. Public Comments
21. 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

3A



Ticket # 3858646-1
FY 2022 Budget & O&M Assess
with Charts and Map
5 x 12
Submitted by: Daphne Gillyard
Publish; 08/19/22 & 08/26/22
426749 3858647

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

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

08/19/22, 08/26/22

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

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

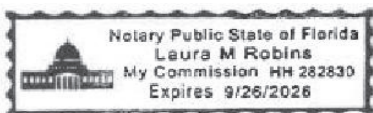
Melinda Prescott

(Signature of Affiant)

Sworn and subscribed before me this Subscribed
and sworn to before me this 9th day of September,
2022

Laura M Robins

(Signature of Notary Public)



Personally known OR Produced Identification

'That guy looks familiar'

Punta Gorda man charged with back-to-back car thefts

By FRANK DIFIORE
STAFF WRITER

PUNTA GORDA — A local man was arrested by Sarasota County deputies on Tuesday for allegedly stealing two cars from a business.

Joshua William Roeder, 38, was charged with two counts each of burglary and grand theft of a motor vehicle.

The location and name of the business where the thefts were reported was redacted on the arrest report, though it appears to be a dealership in Sarasota County.

However, the report does state that deputies spoke with a manager at the site on Aug. 12.

Deputies reviewed surveillance footage, showing a male subject entering the business' garage around 10 p.m. the previous night. The subject is seen looking through several toolboxes in the garage before pulling out a set of keys.

The subject allegedly took an iPad from the building, got into a blue Chevrolet Camaro, and then exited the building.

The vehicle was later found by deputies at a gas station in Port Charlotte, using the vehicle's electronic tracking system; the subject from the surveillance video was not found.

Deputies continued to investigate and



ROEDER

called back the manager on Aug. 16, who then reported a second theft from the night before. This time, a Corvette was reported stolen.

Electronic tracking placed the vehicle at a residence in Venice; deputies located it under a cover, after its horn was activated remotely.

After the horn went off, according to the arrest report, deputies saw a man exit the residence. He was identified as Roeder and noted by deputies to fit the description of the male subject from the video.

While Roeder was located in Venice, his arrest report indicates that his legal address is in Punta Gorda.

Roeder spoke to deputies after being read his Miranda rights, according to the report. When shown a picture from the surveillance footage, he allegedly told deputies: "That guy looks familiar."

As he continued to speak to the deputies, Roeder mentioned that he was "bored" on both nights when burglaries were reported and had taken his bicycle on a ride to look for "trash."

While most of his conversation with deputies is redacted, the report indicates that, at one point, he admits to visiting the dealership on the night of the second burglary.

Roeder was subsequently charged, arrested and taken to Sarasota County Jail. He is currently being held on \$18,000 total bond.

Deputies shoot, kill machete-wielding man

He had swung at a deputy, hitting him in the hand

STAFF REPORT

SARASOTA — Sarasota County Sheriff's deputies shot a suspect, who had a large machete, when responding to an armed burglary in Sarasota.

The suspect later died.

On Thursday morning, deputies were called to the 300 block of Richardson Way in Sarasota.

A resident who lives there allegedly woke up to a suspect using a baseball bat to sharpen a large machete with a 15 inch blade. While in an efficiency apartment, the homeowner called 911 and fled, stated a news release.

When deputies arrived, the suspect was still holding the machete. He advanced toward deputies and struck one in the hand, causing severe injuries, according to a release.

Two other deputies shot the suspect. "Deputies immediately rendered aid along with responding paramedics; however, the suspect died at the scene," a release stated.

The suspect's identity is unknown.

All deputies involved will be interviewed as part of the standard for officer-involved shootings.

The agency's Officer-Involved



Two Sarasota County Sheriff's deputies shot a suspect who had a machete.

PHOTO PROVIDED BY THE SARASOTA COUNTY SHERIFF'S OFFICE

Shooting Investigations Team will conduct the investigation, and it will later be reviewed by the State Attorney's Office.

The injured deputy will be going into surgery.

POLICE BEAT

The Charlotte County Sheriff's Office reported the following arrests:

- Bobbijo Loraine Webb, 46, 5400 block of Papaya Drive, Punta Gorda.

Charge: arrest on out of county warrant. Bond: \$4,500.

- Logan Richard Schaeffer, 20, 100 block of Bee Gee Street, Port

Charlotte. Charge: arrest on out of county warrant. Bond: \$120.

- Jonathan Christopher Garrett, 31, 2100 block of Beverly Avenue, Port

Charlotte. Charge: felony failure to appear. Bond: none.

- Duane Scott Baggott, 57, homeless of Port Charlotte. Charge:

trespassing. Bond: \$2,500.

- Thomas Cody Unger, 18, 700 block of Mirado Lane NW, Port Charlotte. Charge: battery. Bond: none.

- Juan A. Celda Cordon, 21, of Haven, Conn.

Charge: operating motor vehicle without valid license. Bond: \$1,000.

- Tiffany Fountain, 44, Florala, Ala. Charge: arrest on out of county warrant. Bond: none.

• Lorenzo Recinos Alvarado, 27, 300 block of Calle Liana, Englewood. Charges: DUI with blood alcohol content of 0.15 percent or greater and operating motor vehicle without valid license. Bond: \$1,250.

• Michael Christopher Brown, 38, 10000 block of Bay Avenue, Englewood. Charge: aggravated battery with a deadly weapon. Bond: none.

The Punta Gorda Police Department reported the following arrests:

• Steven Joseph Welker, 58, 9000 block of Swiss Boulevard, Punta Gorda. Charge: DUI. Bond: none.

• Angela Denise McNealy, 51, 100 block of Ceyenne Street, Punta Gorda. Charges: aggravated battery with a deadly weapon and resisting officer without violence. Bond: none.

The North Port Police Department reported the following arrests:

• Gregory Michael Fleischman, 33, of Fort Myers. Charges: petit theft, seeking a fraudulent refund, possession of a controlled substance, and possession of drug paraphernalia. Bond: \$2,620.

• Rachel King, 18, 2600 block of Parasol Lane, North Port. Charge: battery. Bond: none.

The DeSoto County Sheriff's Office reported the following arrests:

• Curtis Lee Mobley, 35, 700 block of West Pine Street, Arcadia. Charge: attempted homicide, firing weapon into a dwelling or vehicle, possession of firearm ammunition or weapon by convicted felon, and violation of probation or community control. Bond: none.

• Clarence Marshall Reaves, 39, 1100 block of SW Golden Avenue, Arcadia. Charge: driving while license suspended. Bond: \$1,500.

• David Sanchez Vega, 35, 1800 block of SE First Avenue, Arcadia. Charges: possession of a controlled substance and possession of drug paraphernalia. Bond: none.

Compiled by Frank DiFiore

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the West Port Community Development District ("District") will hold the following two public hearings and a regular meeting on September 13, 2022, at 12:00 p.m., and at Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953.

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2022/2023; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

General Fund (GF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - GF Assessment(1)
Single Family (SF)	509	1.00	\$576.36
Townhome (TH)	82	0.85	\$489.91
Multi-Family	504	0.70	\$403.45
Assessment Area Two - 2020 Unplatted Acres, Tract D&F	90.91	3.3990	\$1,959.03
Assessment Area One - 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$9,870.58
Assessment Area One - 2021 Unplatted Acres (KL WP TW), Tract C2	11.23	4.9866	\$2,874.10
Assessment Area One - 2021 Unplatted Acres (KL WP SF), Tract H3	14.24	3.9181	\$2,258.22
Assessment Area One - 2021 Unplatted Acres (KL WP SF), Tract E1	19.27	3.5288	\$2,033.86
Assessment Area Three - Unplatted Acres (KL WP SF), Tract H3	11.63	5.2451	\$3,023.04
Assessment Area Three - Unplatted Acres (KL JAK SF), Tract A	11.94	5.8626	\$3,378.99
Assessment Area Four - Unplatted Acres, Tract E2	36.42	4.0912	\$2,357.98
Commercial, Tract K	5.44	10.00	\$5,763.60

Special Revenue Fund (SRF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - SRF Assessment(1)
Single Family (SF)	467	1.00	\$412.49
Townhome (TH)	82	0.85	\$350.62
Multi-Family	504	0.00	\$0.00
Assessment Area Two - 2020 Unplatted Acres, Tract D&F	90.91	0.00	\$0.00
Assessment Area One - 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$7,064.20
Assessment Area One - 2021 Unplatted Acres (KL WP TW), Tract C2	11.23	4.9866	\$2,056.94
Assessment Area One - 2021 Unplatted Acres (KL WP SF), Tract H3	14.24	3.9181	\$1,616.17
Assessment Area One - 2021 Unplatted Acres (KL WP SF), Tract E1	19.27	3.5288	\$1,455.60
Assessment Area Three - Unplatted Acres (KL WP SF), Tract H3	11.63	5.2451	\$2,163.53
Assessment Area Three - Unplatted Acres (KL JAK SF), Tract A	11.94	5.8626	\$2,418.28
Assessment Area Four - Unplatted Acres, Tract E2	36.42	0.00	\$0.00
Commercial, Tract K	5.44	0.00	\$0.00

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

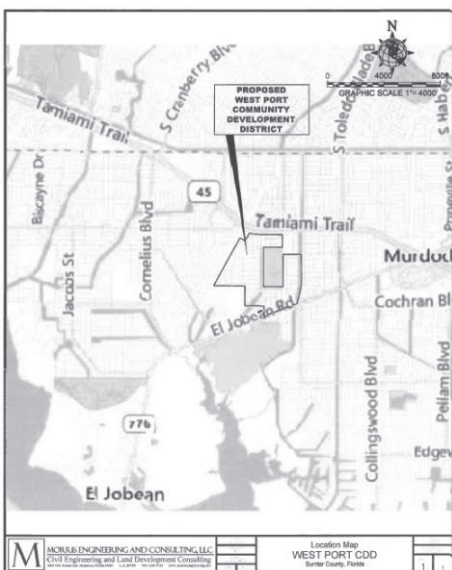
The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2022/2023, and any portion of the District's Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

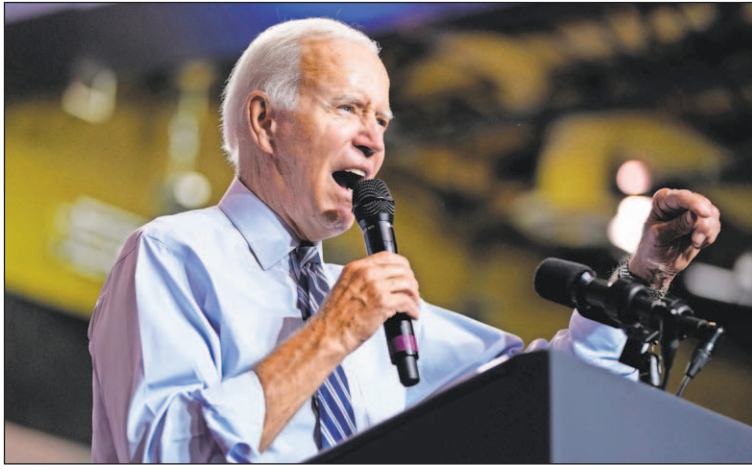
Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the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

District Manager



Biden rallies for Dems, slams GOP

By **ZEKE MILLER**
and **AAMER MADHANI**
ASSOCIATED PRESS



AP PHOTO/EVAN VUCCI

President Joe Biden speaks during a rally hosted by the Democratic National Committee Thursday at Richard Montgomery High School in Rockville, Md.

ROCKVILLE, Md. — President Joe Biden called on Democrats Thursday “to vote to literally save democracy once again” in the midterm elections — and compared Republican ideology to “semi-fascism” — as he led a kickoff rally and a fundraiser in Maryland.

Addressing an overflow crowd of thousands at Montgomery High School in Rockville, Biden said: “Your right to choose is on the ballot this year. The Social Security you paid for from the time you had a job is on the ballot. The safety of your kids from gun violence is on the ballot, and it’s not hyperbole, the very survival of our planet is on the ballot.”

“You have to choose,” Biden added. “Will we be a country that moves forward or a country that moves backward?”

The events, in the safely Democratic Washington

suburbs, were meant to ease Biden into what White House aides say will be an aggressive season of championing his policy victories and aiding his party’s candidates. He is aiming to turn months of legislative accomplishments into political energy as Democrats have seen

their hopes rebound amid a legacy-defining burst of action by Biden and Congress.

From bipartisan action on gun control, infrastructure and domestic technology manufacturing to Democrats-only efforts to tackle climate change and health care costs, Biden

highlighted the achievements of the party’s unified but razor-thin control of Washington. And he tried to sharpen the contrast with Republicans, who once seemed poised for sizable victories in November.

Just months ago, as inflation soared, Biden’s poll numbers soured and his agenda stalled, Democrats braced for significant losses. But the intense voter reaction to the Supreme Court’s overturning of Roe v. Wade and a productive summer on issues of core concern to Democrats have the party feeling like it is finally on the offensive heading into the Nov. 8 vote, even as the president remains unpopular.

Democrats, said Biden pollster John Anzalone, are “in a better position to compete because Joe Biden put us there.”

“It doesn’t mean that the wind’s at our back,” he added. “But we have more of a breeze than what felt like a gale hurricane in our face.”

Ahead of the rally, Biden raised about \$1 million at an

event with about 100 donors for the Democratic National Committee and the Democratic Grassroots Victory Fund in the backyard of a lavish Bethesda home.

Biden’s Thursday events come a day after the president moved to fulfill a long-delayed campaign pledge to forgive federal student loans for lower- and middle-income borrowers — a move that Democrats believe will animate younger and Black and Latino voters.

Republicans, though, saw their own political advantage in the move, casting it as an unfair giveaway to would-be Democratic voters.

“President Biden’s inflation is crushing working families, and his answer is to give away even more government money to elites with higher salaries,” said Senate GOP leader Mitch McConnell. “Democrats are literally using working Americans’ money to try to buy themselves some enthusiasm from their political base.”

2 plead guilty in scheme to sell Biden’s daughter’s diary

By **JENNIFER PELTZ**
ASSOCIATED PRESS

NEW YORK — Two Florida residents have pleaded guilty in a scheme to peddle a diary and other items stolen from President Joe Biden’s daughter to the conservative group Project Veritas for \$40,000, prosecutors said Thursday.

Aimee Harris and

Robert Kurlander “sought to profit from their theft of another person’s personal property,” Manhattan U.S. Attorney Damian Williams said in a statement.

Harris, a 40-year-old from Palm Beach, and Kurlander, 58, of nearby Jupiter, face the possibility of up to five years in prison. They pleaded guilty to conspiracy to

transport stolen property across state lines.

Harris’ lawyer, Sam Talkin, said she “has accepted responsibility for her conduct and looks forward to moving on with her life.” Kurlander’s lawyer, Florian Miedel, declined to comment.

While authorities didn’t identify anyone in the case except the defendants, the details of the investigation

have been public for months.

Ashley Biden, the president’s daughter, was moving out of a friend’s Delray Beach, Florida, home in spring 2020 when she stored the diary and other belongings there, prosecutors said in a court filing.

They said Harris then moved into the same room, found the items

and got in touch with Kurlander, who enthused in a text message that he would help her make a “ton of money” from selling it, adding an expletive before “ton.”

The two initially aimed to sell some of the purloined property to then-President Donald Trump’s campaign, but a representative turned them down and told them

to take the material to the FBI, according to the court papers.

The campaign “can’t use this,” Kurlander explained to Harris in a September 2020 text message, adding: “It has to be done a different way.”

Their next stop was Project Veritas, which paid for the two to bring some of the material — including the diary and a digital device with family photos — to a New York luxury hotel, prosecutors said.

Project Veritas staffers met with Kurlander and Harris in New York and agreed to pay an initial \$10,000, saying more money could come if they retrieved more of Ashley Biden’s items from the home, partly in order to authenticate the diary, according to the court filing.

Back in Florida, Kurlander texted Harris a blunt assessment of what would come of the exchange, prosecutors said.

“They are in a sketchy business and here they are taking what’s literally a stolen diary and info ... and trying to make a story that will ruin” Ashley Biden’s life and possibly affect the impending presidential election, he wrote, according to the court papers. He added that the two needed “to tread even more carefully” and get “anything worthwhile” out of the Delray Beach house, according to the court papers.

Prosecutors said Kurlander and Harris took Ashley Biden’s stored tax documents, clothes and luggage as Kurlander pressed Project Veritas in a message to commit to a bigger payout: “We are taking huge risks. This isn’t fair.”

A Project Veritas staffer soon flew to Florida, the employee shipped the items to New York and the group paid Harris and Kurlander \$20,000 apiece, prosecutors said.

Project Veritas identifies itself as a news organization. It is best known for conducting hidden camera stings that have embarrassed news outlets, labor organizations and Democratic politicians.

“Project Veritas’s news gathering was ethical and legal” in the diary affair, the group said in a statement Thursday. The organization said earlier that it turned the journal over to law enforcement after receiving it from “tipsters” who maintained that it had been abandoned in a room.

“A journalist’s lawful receipt of material later alleged to be stolen is routine, commonplace and protected by the First Amendment,” Project Veritas added Thursday.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

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Assessment Area Four – Unplatted Acres, Tract E2	36.42	4.0912	\$2,357.98
Commercial, Tract K	5.44	10.00	\$5,763.60

Special Revenue Fund (SRF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - SRF Assessment(1)
Single Family (SF)	467	1.00	\$412.49
Townhome (TH)	82	0.85	\$350.62
Multi-Family	504	0.00	\$0.00
Assessment Area Two – 2020 Unplatted Acres, Tract D&F	90.91	0.00	\$0.00
Assessment Area One – 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$7,064.20
Assessment Area One – 2021 Unplatted Acres (KL WP TW), Tract C2	11.23	4.9866	\$2,056.94
Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract H3	14.24	3.9181	\$1,616.17
Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract E1	19.27	3.5288	\$1,455.60
Assessment Area Three – Unplatted Acres (KL WP SF), Tract H3	11.63	5.2451	\$2,163.53
Assessment Area Three – Unplatted Acres (KL JAK SF), Tract A	11.94	5.8626	\$2,418.28
Assessment Area Four – Unplatted Acres, Tract E2	36.42	0.00	\$0.00
Commercial, Tract K	5.44	0.00	\$0.00

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

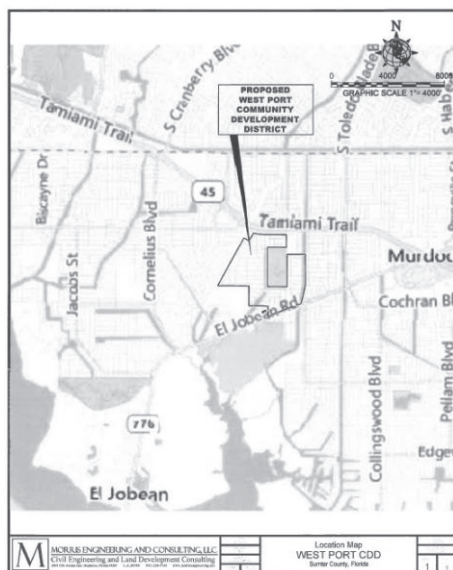
The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2022/2023, and any portion of the District’s Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 (“District Manager’s Office”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

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

District Manager



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2022-11

THE ANNUAL APPROPRIATION RESOLUTION OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the West Port Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the West Port Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 13TH DAY OF SEPTEMBER, 2022.

ATTEST:

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Budget(s)

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
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**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 96,870				\$ 536,880
Allowable discounts (4%)	(3,875)				(21,475)
Assessment levy: on-roll - net	92,995	\$ 91,421	\$ -	\$ 91,421	515,405
Landowner contribution - KL West Port	289,114	49,313	195,241	244,554	189,662
Landowner contribution - Forestar	219,978	53,660	148,553	202,213	225,788
Landowner contribution - KL JAK WP	119,416	19,853	80,643	100,496	36,126
Lot closing	-	89,239	-	89,239	-
Total revenues	<u>721,503</u>	<u>303,486</u>	<u>424,437</u>	<u>727,923</u>	<u>966,981</u>
EXPENDITURES					
Professional & administrative					
Supervisors	4,000	431	3,569	4,000	4,306
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	9,091	15,909	25,000	25,000
Engineering	3,500	-	10,000	10,000	3,500
Audit	6,500	-	6,500	6,500	9,500
Arbitrage rebate calculation	2,250	-	2,250	2,250	2,500
Dissemination agent	3,000	1,500	1,750	3,250	5,000
DSF accounting					
Series 2020 - AA1	5,500	2,750	2,750	5,500	5,500
Series 2020 - AA2	5,500	2,750	2,750	5,500	5,500
Series 2021 - AA1	5,500	2,750	2,750	5,500	5,500
Series 2022 - AA4	-	-	1,375	1,375	5,500
Series 2023 - AA2	-	-	-	-	5,500
Trustee	10,500	7,000	3,500	10,500	17,500
Telephone	200	100	100	200	200
Postage	500	168	332	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,200	-	1,200	1,200	1,200
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,175	-	5,175	5,500
Contingencies/bank charges	1,200	139	1,061	1,200	1,200
Website			-		
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Tax collector	1,937	1,828	109	1,937	10,738
Total professional & administrative	<u>131,377</u>	<u>59,022</u>	<u>80,155</u>	<u>139,177</u>	<u>163,734</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Proposed Budget FY 2023	
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		Total Actual & Projected
Field operations (shared)					
Management	10,000	-	10,000	10,000	40,000
Accounting	3,750	1,875	1,875	3,750	8,000
Stormwater management					
Lake maintenance	20,300	10,114	10,186	20,300	21,315
Preserve maintenance	3,000	-	3,000	3,000	3,150
Streetlighting	116,880	56,210	60,670	116,880	122,724
Irrigation supply					
Maintenance Contract	3,000	10,138	1,575	11,713	3,150
Electricity	12,000	23	6,300	6,323	12,600
Repairs and maintenance	2,500	637	1,863	2,500	2,625
Effluent	50,000	-	30,000	30,000	52,600
Monuments and street signage					
Repairs and maintenance	4,000	-	4,000	4,000	4,200
Electricity	2,500	-	1,250	1,250	2,625
Holiday decorating	5,000	-	5,000	5,000	10,000
Landscape maint.					
Maintenance contract	236,696	99,423	137,273	236,696	247,853
Future landscape maintenance	24,000	-	24,000	24,000	-
Mulch	60,000	-	60,000	60,000	219,976
Contingency	-	-	-	-	14,476
Plant replacement	29,000	-	29,000	29,000	26,402
Irrigation repairs	2,500	-	2,500	2,500	6,300
Roadway maintenance	5,000	-	5,000	5,000	5,250
Total field operations	<u>590,126</u>	<u>178,420</u>	<u>393,492</u>	<u>571,912</u>	<u>803,246</u>
Total expenditures	<u>721,503</u>	<u>237,442</u>	<u>473,647</u>	<u>711,089</u>	<u>966,980</u>
Net increase/(decrease) of fund balance	-	66,044	(49,210)	16,834	1
Fund balance - beginning (unaudited)	-	(16,832)	49,212	(16,832)	2
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ 49,212</u>	<u>\$ 2</u>	<u>\$ 2</u>	<u>\$ 3</u>

Deficit funding agreements approved for General fund (Admin and Shared O & M for Master Infrastructure) for KL West Port (Kolter) 42%, Forestar 50%, KL JAK WP (Kolter) 8%. Platted sold lots will pay the full assessment for General Fund Admin and O & M. Then left over to fund actual incurred expenses will then be funding requests to the three entities above per the percentage splits.

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

Expenditures

Professional & administrative

Supervisors	\$ 4,306
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	3,500
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	9,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	2,500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	5,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
DSF accounting	
Series 2020 - AA1	5,500
Series 2020 - AA2	5,500
Series 2021 - AA1	5,500
Series 2022 - AA4	5,500
Series 2023 - AA2	5,500
Trustee	17,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,200
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,200
Bank charges and other miscellaneous expenses incurred during the year.	

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

Expenditures (continued)

Website	
Hosting & maintenance	705
ADA compliance	210
Field operations (shared)	
Management	40,000
Intended to cover the cost of hiring a qualified management company to manage the day to day operations of the shared CDD operations.	
Accounting	8,000
Stormwater management	
Lake maintenance	21,315
Covers the cost of hiring a licensed contractor to treat 58 acres of wet ponds on a monthly basis for unwanted submersed vegetation, weeds and algae.	
Preserve maintenance	3,150
Covers the costs of hiring a licensed contractor to treat exotic and invasive plant materials within the onsite preserve.	
Streetlighting	122,724
Covers the costs of a streetlight lease agreement for 198 streetlights with FPL that covers the fixture, pole, power and maintenance.	
Irrigation supply	
Maintenance Contract	3,150
Covers the cost of hiring a licensed contractor to provide monthly preventative maintenance on two 15 hp well/pumping systems.	
Electricity	12,600
Costs of electricity for the two 15 hp well/pumping systems anticipated to run 10 hours a day 6 days a week.	
Repairs and maintenance	2,625
Intended to cover the cost of periodic repairs to the well/pumping systems.	
Effluent	52,600
Covers the costs of supplemental effluent water supply.	
Monuments and street signage	
Repairs and maintenance	4,200
Covers the costs of periodic repairs to the monuments and street signage as well as once a year pressure washing of the monuments.	
Electricity	2,625
Cover the costs of electricity for the monument low voltage lighting.	
Holiday decorating	10,000
Covers the costs of hiring a qualified contractor to provide a basic holiday lighting and decoration package to the entry monuments.	
Landscape maint.	
Maintenance contract	247,853
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, twice a year mulch and monthly irrigation wet checks and adjustments.	
Mulch	219,976
Contingency	14,476
Plant replacement	26,402
Twice per year annual install and periodic plant replacement.	
Irrigation repairs	6,300
Covers the costs of periodic sprinkler head and valve replacements line repairs.	
Roadway maintenance	5,250
Covers the periodic roadway repairs and sidewalk/paver brick cleaning	
Tax collector	10,738
Total expenditures	<u><u>\$ 966,980</u></u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET AREA 1
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
REVENUES					
Assessment levy: on-roll - gross	\$ 60,694				\$221,384
Allowable discounts (4%)	(2,428)				(8,855)
Assessment levy: on-roll - net	58,266	\$ 57,280	\$ 986	\$ 58,266	212,529
Landowner contribution - KL West Port	87,590	-	76,111	76,111	120,847
Landowner contribution - KL JAK WP	-	-	-	-	24,752
Lot closing	-	11,410	-	11,410	-
Total revenues	145,856	68,690	77,097	145,787	358,128
EXPENDITURES					
Management	-	-	-	-	15,000
Landscape maintenance	116,392	-	116,392	116,392	97,917
Plant replacement	10,000	-	10,000	10,000	10,000
Mulch	-	-	-	-	65,683
Irrigation repairs	2,500	-	2,500	2,500	8,100
Streetlighting	15,000	-	15,000	15,000	153,600
Accounting	750	-	750	750	3,400
Total	144,642	-	144,642	144,642	353,700
Other Fees and Charges					
Tax collector	1,214	1,145	-	1,145	4,428
Total other fees and charges	1,214	1,145	-	1,145	4,428
Total expenditures	145,856	1,145	144,642	145,787	358,128
Excess/(deficiency) of revenues over/(under) expenditures	-	67,545	(67,545)	-	-
Fund balance - beginning (unaudited)	-	-	67,545	-	-
Fund balances - ending Unassigned	-	67,545	-	-	-
Fund balance - ending (projected)	\$ -	\$ 67,545	\$ -	\$ -	\$ -

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

Expenditures		
Management		\$ 15,000
	Covers the costs of hiring a qualified contractor to manage the day to day operations of the Amenity Center, and grounds associated specifically with the Single Family neighborhood as well as registering new residents and basic event planning and management.	
Landscape maintenance		97,917
	Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, twice a year mulch and monthly irrigation wet checks and adjustments for the Amenity Center and Common Areas	
Plant replacement		10,000
	Cover the costs of periodic plant replacements.	
Mulch		65,683
Irrigation repairs		8,100
	Covers the costs of periodic sprinkler head, valve replacements and line repairs.	
Streetlighting		153,600
Accounting		3,400
Tax collector		4,428
Total expenditures		<u>\$ 358,128</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020 (ASSESSMENT AREA ONE - 2020)
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 216,964				\$ 408,403
Allowable discounts (4%)	(8,679)				(16,336)
Assessment levy: net	208,285	\$ 204,758	\$ 3,527	\$ 208,285	392,067
Special assessment: off-roll	179,952	-	114,239	114,239	-
Lot closing	-	65,713	-	65,713	-
Interest	-	33	-	33	-
Total revenues	<u>388,237</u>	<u>270,504</u>	<u>117,766</u>	<u>388,270</u>	<u>392,067</u>
EXPENDITURES					
Debt service					
Principal	130,000	-	130,000	130,000	135,000
Interest	252,593	126,296	126,296	252,592	249,148
Total debt service	<u>382,593</u>	<u>126,296</u>	<u>256,296</u>	<u>382,592</u>	<u>384,148</u>
Other fees & charges					
Tax collector	4,339	4,095	244	4,339	8,168
Total other fees & charges	<u>4,339</u>	<u>4,095</u>	<u>244</u>	<u>4,339</u>	<u>8,168</u>
Total expenditures	<u>386,932</u>	<u>130,391</u>	<u>256,540</u>	<u>386,931</u>	<u>392,316</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,305	140,113	(138,774)	1,339	(249)
Beginning fund balance (unaudited)	323,143	316,076	456,189	316,076	317,415
Ending fund balance (projected)	<u>\$ 324,448</u>	<u>\$ 456,189</u>	<u>\$ 317,415</u>	<u>\$ 317,415</u>	<u>317,166</u>
Use of fund balance:					
Debt service reserve account balance (required)					(191,950)
Interest expense - November 1, 2023					(122,785)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 2,431</u>

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

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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			46,600.00	46,600.00	2,330,000.00
5/1/2045	295,000.00	4.000%	46,600.00	341,600.00	2,035,000.00
11/1/2045			40,700.00	40,700.00	2,035,000.00
5/1/2046	305,000.00	4.000%	40,700.00	345,700.00	1,730,000.00
11/1/2046			34,600.00	34,600.00	1,730,000.00
5/1/2047	320,000.00	4.000%	34,600.00	354,600.00	1,410,000.00
11/1/2047			28,200.00	28,200.00	1,410,000.00
5/1/2048	330,000.00	4.000%	28,200.00	358,200.00	1,080,000.00
11/1/2048			21,600.00	21,600.00	1,080,000.00
5/1/2049	345,000.00	4.000%	21,600.00	366,600.00	735,000.00
11/1/2049			14,700.00	14,700.00	735,000.00
5/1/2050	360,000.00	4.000%	14,700.00	374,700.00	375,000.00
11/1/2050			7,500.00	7,500.00	375,000.00
5/1/2051	375,000.00	4.000%	7,500.00	382,500.00	-
Total	6,605,000.00		4,578,427.50	11,183,427.50	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020 (ASSESSMENT AREA TWO - 2020)
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 59,965				\$ 52,020
Allowable discounts (4%)	(2,399)				(2,081)
Assessment levy: net	57,566	\$ 56,591	\$ 975	\$ 57,566	49,939
Special assessment: off-roll	332,332	-	332,332	332,332	339,801
Interest	-	34	-	34	-
Total revenues	<u>389,898</u>	<u>56,625</u>	<u>333,307</u>	<u>389,932</u>	<u>389,740</u>
EXPENDITURES					
Debt service					
Principal	135,000	-	135,000	135,000	140,000
Interest	252,738	126,369	126,369	252,738	249,025
Total debt service	<u>387,738</u>	<u>126,369</u>	<u>261,369</u>	<u>387,738</u>	<u>389,025</u>
Other fees & charges					
Tax collector	1,199	1,132	67	1,199	1,040
Total other fees & charges	<u>1,199</u>	<u>1,132</u>	<u>67</u>	<u>1,199</u>	<u>1,040</u>
Total expenditures	<u>388,937</u>	<u>127,501</u>	<u>261,436</u>	<u>388,937</u>	<u>390,065</u>
Excess/(deficiency) of revenues over/(under) expenditures	961	(70,876)	71,871	995	(325)
Fund balance:					
Beginning fund balance (unaudited)	320,734	330,787	259,911	330,787	331,782
Ending fund balance (projected)	<u>\$ 321,695</u>	<u>\$ 259,911</u>	<u>\$ 331,782</u>	<u>\$ 331,782</u>	<u>331,457</u>
Use of fund balance:					
Debt service reserve account balance (required)					(194,350)
Interest expense - November 1, 2023					(122,588)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 14,519</u>

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

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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			47,300.00	47,300.00	2,365,000.00
5/1/2045	300,000.00	4.000%	47,300.00	347,300.00	2,065,000.00
11/1/2045			41,300.00	41,300.00	2,065,000.00
5/1/2046	310,000.00	4.000%	41,300.00	351,300.00	1,755,000.00
11/1/2046			35,100.00	35,100.00	1,755,000.00
5/1/2047	325,000.00	4.000%	35,100.00	360,100.00	1,430,000.00
11/1/2047			28,600.00	28,600.00	1,430,000.00
5/1/2048	335,000.00	4.000%	28,600.00	363,600.00	1,095,000.00
11/1/2048			21,900.00	21,900.00	1,095,000.00
5/1/2049	350,000.00	4.000%	21,900.00	371,900.00	745,000.00
11/1/2049			14,900.00	14,900.00	745,000.00
5/1/2050	365,000.00	4.000%	14,900.00	379,900.00	380,000.00
11/1/2050			7,600.00	7,600.00	380,000.00
5/1/2051	380,000.00	4.000%	7,600.00	387,600.00	-
Total	6,765,000.00		4,562,168.82	11,327,168.82	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE - 2021)
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ -				\$ 265,971
Allowable discounts (4%)	-				(10,639)
Assessment levy: net	-	\$ -	\$ -	\$ -	255,332
Special assessment: off-roll	531,202	-	513,815	513,815	281,189
Lot closing	-	17,387	-	17,387	-
Interest	-	42	-	42	-
Total revenues	<u>531,202</u>	<u>17,429</u>	<u>513,815</u>	<u>531,244</u>	<u>536,521</u>
EXPENDITURES					
Debt service					
Principal	195,000	-	195,000	195,000	200,000
Interest	318,522	150,387	168,135	318,522	331,590
Total expenditures	<u>513,522</u>	<u>150,387</u>	<u>363,135</u>	<u>513,522</u>	<u>536,909</u>
Excess/(deficiency) of revenues over/(under) expenditures	17,680	(132,958)	150,680	17,722	(388)
Fund balance:					
Beginning fund balance (unaudited)	415,987	426,019	293,061	426,019	443,741
Ending fund balance (projected)	<u>\$433,667</u>	<u>\$293,061</u>	<u>\$ 443,741</u>	<u>\$ 443,741</u>	<u>443,353</u>
Use of fund balance:					
Debt service reserve account balance (required)					(265,600)
Interest expense - November 1, 2023					(163,395)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 14,358</u>

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

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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			64,700.00	64,700.00	3,235,000.00
5/1/2045	410,000.00	4.000%	64,700.00	474,700.00	2,825,000.00
11/1/2045			56,500.00	56,500.00	2,825,000.00
5/1/2046	425,000.00	4.000%	56,500.00	481,500.00	2,400,000.00
11/1/2046			48,000.00	48,000.00	2,400,000.00
5/1/2047	440,000.00	4.000%	48,000.00	488,000.00	1,960,000.00
11/1/2047			39,200.00	39,200.00	1,960,000.00
5/1/2048	460,000.00	4.000%	39,200.00	499,200.00	1,500,000.00
11/1/2048			30,000.00	30,000.00	1,500,000.00
5/1/2049	480,000.00	4.000%	30,000.00	510,000.00	1,020,000.00
11/1/2049			20,400.00	20,400.00	1,020,000.00
5/1/2050	500,000.00	4.000%	20,400.00	520,400.00	520,000.00
11/1/2050			10,400.00	10,400.00	520,000.00
5/1/2051	520,000.00	4.000%	10,400.00	530,400.00	-
Total	9,365,000.00		6,140,030.00	15,505,030.00	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA THREE)
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 158,226
Total revenues	-	-	-	-	158,226
EXPENDITURES					
Debt service					
Principal	-	-	-	-	35,000
Interest	-	-	-	-	85,398
Total debt service	-	-	-	-	120,398
Other fees & charges					
Costs of issuance	-	-	181,250	181,250	-
Underwriter's discount	-	-	47,500	47,500	-
Total other fees & charges	-	-	228,750	228,750	-
Total expenditures	-	-	228,750	228,750	120,398
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(228,750)	(228,750)	37,828
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	332,980	332,980	-
Total other financing sources/(uses)	-	-	332,980	332,980	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	104,230	104,230	37,828
Beginning fund balance (unaudited)	-	-	-	-	104,230
Ending fund balance (projected)	\$ -	\$ -	\$ 104,230	\$ 104,230	142,058
Use of fund balance:					
Debt service reserve account balance (required)					(79,113)
Interest expense - November 1, 2023					(59,538)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 3,407</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 (ASSESSMENT AREA THREE) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
8/16/2022				-	2,375,000.00
11/1/2022			25,117.19	25,117.19	2,375,000.00
5/1/2023	35,000.00	4.250%	60,281.25	95,281.25	2,340,000.00
11/1/2023			59,537.50	59,537.50	2,340,000.00
5/1/2024	40,000.00	4.250%	59,537.50	99,537.50	2,300,000.00
11/1/2024			58,687.50	58,687.50	2,300,000.00
5/1/2025	40,000.00	4.250%	58,687.50	98,687.50	2,260,000.00
11/1/2025			57,837.50	57,837.50	2,260,000.00
5/1/2026	40,000.00	4.250%	57,837.50	97,837.50	2,220,000.00
11/1/2026			56,987.50	56,987.50	2,220,000.00
5/1/2027	45,000.00	4.250%	56,987.50	101,987.50	2,175,000.00
11/1/2027			56,031.25	56,031.25	2,175,000.00
5/1/2028	45,000.00	4.750%	56,031.25	101,031.25	2,130,000.00
11/1/2028			54,962.50	54,962.50	2,130,000.00
5/1/2029	45,000.00	4.750%	54,962.50	99,962.50	2,085,000.00
11/1/2029			53,893.75	53,893.75	2,085,000.00
5/1/2030	50,000.00	4.750%	53,893.75	103,893.75	2,035,000.00
11/1/2030			52,706.25	52,706.25	2,035,000.00
5/1/2031	50,000.00	4.750%	52,706.25	102,706.25	1,985,000.00
11/1/2031			51,518.75	51,518.75	1,985,000.00
5/1/2032	55,000.00	4.750%	51,518.75	106,518.75	1,930,000.00
11/1/2032			50,212.50	50,212.50	1,930,000.00
5/1/2033	55,000.00	5.125%	50,212.50	105,212.50	1,875,000.00
11/1/2033			48,803.13	48,803.13	1,875,000.00
5/1/2034	60,000.00	5.125%	48,803.13	108,803.13	1,815,000.00
11/1/2034			47,265.63	47,265.63	1,815,000.00
5/1/2035	65,000.00	5.125%	47,265.63	112,265.63	1,750,000.00
11/1/2035			45,600.00	45,600.00	1,750,000.00
5/1/2036	65,000.00	5.125%	45,600.00	110,600.00	1,685,000.00
11/1/2036			43,934.38	43,934.38	1,685,000.00
5/1/2037	70,000.00	5.125%	43,934.38	113,934.38	1,615,000.00
11/1/2037			42,140.63	42,140.63	1,615,000.00
5/1/2038	75,000.00	5.125%	42,140.63	117,140.63	1,540,000.00
11/1/2038			40,218.75	40,218.75	1,540,000.00
5/1/2039	75,000.00	5.125%	40,218.75	115,218.75	1,465,000.00
11/1/2039			38,296.88	38,296.88	1,465,000.00
5/1/2040	80,000.00	5.125%	38,296.88	118,296.88	1,385,000.00
11/1/2040			36,246.88	36,246.88	1,385,000.00
5/1/2041	85,000.00	5.125%	36,246.88	121,246.88	1,300,000.00
11/1/2041			34,068.75	34,068.75	1,300,000.00
5/1/2042	90,000.00	5.125%	34,068.75	124,068.75	1,210,000.00
11/1/2042			31,762.50	31,762.50	1,210,000.00
5/1/2043	95,000.00	5.250%	31,762.50	126,762.50	1,115,000.00
11/1/2043			29,268.75	29,268.75	1,115,000.00
5/1/2044	100,000.00	5.250%	29,268.75	129,268.75	1,015,000.00
11/1/2044			26,643.75	26,643.75	1,015,000.00
5/1/2045	105,000.00	5.250%	26,643.75	131,643.75	910,000.00

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 (ASSESSMENT AREA THREE) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2045			23,887.50	23,887.50	910,000.00
5/1/2046	110,000.00	5.250%	23,887.50	133,887.50	800,000.00
11/1/2046			21,000.00	21,000.00	800,000.00
5/1/2047	115,000.00	5.250%	21,000.00	136,000.00	685,000.00
11/1/2047			17,981.25	17,981.25	685,000.00
5/1/2048	125,000.00	5.250%	17,981.25	142,981.25	560,000.00
11/1/2048			14,700.00	14,700.00	560,000.00
5/1/2049	130,000.00	5.250%	14,700.00	144,700.00	430,000.00
11/1/2049			11,287.50	11,287.50	430,000.00
5/1/2050	135,000.00	5.250%	11,287.50	146,287.50	295,000.00
11/1/2050			7,743.75	7,743.75	295,000.00
5/1/2051	145,000.00	5.250%	7,743.75	152,743.75	150,000.00
11/1/2051			3,937.50	3,937.50	150,000.00
5/1/2052	150,000.00	5.250%	3,937.50	153,937.50	-
Total	2,375,000.00		2,319,723.50	4,694,723.50	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

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

Product	Units	FY 2023 O&M Assessment per Unit	FY 2023 SRF Budget Area 1 Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
SF 40'/50'	320	\$ 576.36	\$ 412.49	\$ 1,276.26	\$ 2,265.11	\$ 2,077.64
Total	320					

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

Product	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
SF TW	2	\$ 576.36	\$ 899.48	\$ 1,475.84	\$ 1,343.84
SF 50'	39	576.36	1,249.28	1,825.64	1,693.64
SF 60'	1	576.36	1,499.13	2,075.49	1,943.49
Total	42				

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

Product	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
SF TW	118	* Dev Funding	\$ 845.51	\$ 845.51	\$ 845.51
SF 50'	124	* Dev Funding	1,174.32	1,174.32	1,174.32
SF 60'	67	* Dev Funding	1,409.18	1,409.18	1,409.18
Total	309				

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

Assessment Area One - 2021, Platted Lots, On-Roll Assessments

Product	Units	FY 2023 SRF				FY 2022
		FY 2023 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	Total Assessment per Unit
TH	82	\$ 489.91	\$ 350.62	\$ 956.73	\$ 1,797.26	n/a
SF TW	68	576.36	412.49	1,275.64	2,264.49	n/a
SF 50'	79	576.36	412.49	1,275.64	2,264.49	n/a
SF 60'	-	576.36	-	1,275.64	1,852.00	n/a
Total	229					

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

Product	Units	FY 2023 SRF				FY 2022
		FY 2023 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	Total Assessment per Unit
TH	90	* Dev Funding	* Dev Funding	\$ 899.33	\$ 899.33	\$ 899.33
SF TW	56	* Dev Funding	* Dev Funding	1,199.10	1,199.10	1,199.10
SF 50'	68	* Dev Funding	* Dev Funding	1,199.10	1,199.10	1,199.10
SF 50'	2	* Dev Funding	* Dev Funding	1,199.10	1,199.10	1,199.10
SF 60'	41	* Dev Funding	* Dev Funding	1,199.10	1,199.10	1,199.10
Total	257					

Multi-Family Area, On-Roll Assessments

Product	Units	FY 2023 O&M	FY 2023 DS	FY 2023 Total	FY 2022
MF	504	\$ 403.45	\$ -	\$ 403.45	\$ 292.39
	504				

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

Product	Units	FY 2023 SRF				FY 2022
		FY 2023 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	Total Assessment per Unit
SF 40'	61	* Dev Funding	* Dev Funding	\$ 1,198.68	\$ 1,198.68	n/a
SF 50'	59	* Dev Funding	* Dev Funding	1,198.68	1,198.68	n/a
SF 60'	12	* Dev Funding	* Dev Funding	1,198.68	1,198.68	n/a
	132					

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

Future Assessment Area(s), Unplatted Lots, Landowner Contribution
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<u>Product</u>	<u>Units</u>	<u>FY 2023 O&M Assessment per Unit</u>	<u>FY 2023 DS Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>	<u>FY 2022 Total Assessment per Unit</u>
SF 50'	149	* Dev Funding	n/a	\$ -	n/a
Commercial	5.44	* Dev Funding	n/a	-	n/a

* Def Funding - subject to Deficit Funding Agreements approved for the General Fund, with landowner contributions of KL West Port at 42%, Forestar at 50%, and KL JAK WP at 8%, subject to adjustment, and the Special Revenue Fund Budget Area 1, with landowner contributions of KL West Port at 83% and KL JAK WP at 17%

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4A



Ticket # 3858646-1
FY 2022 Budget & O&M Assess
with Charts and Map
5 x 12
Submitted by: Daphne Gillyard
Publish; 08/19/22 & 08/26/22
426749 3858647

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

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

08/19/22, 08/26/22

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

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

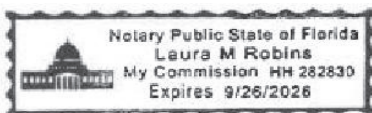
Melinda Prescott

(Signature of Affiant)

Sworn and subscribed before me this Subscribed
and sworn to before me this 9th day of September,
2022

Laura M Robins

(Signature of Notary Public)



Personally known OR Produced Identification

'That guy looks familiar'

Punta Gorda man charged with back-to-back car thefts

By **FRANK DIFIORE**
STAFF WRITER



ROEDER

called back the manager on Aug. 16, who then reported a second theft from the night before. This time, a Corvette was reported stolen.

Electronic tracking placed the vehicle at a residence in Venice; deputies located it under a cover, after its horn was activated remotely.

After the horn went off, according to the arrest report, deputies saw a man exit the residence. He was identified as Roeder and noted by deputies to fit the description of the male subject from the video.

While Roeder was located in Venice, his arrest report indicates that his legal address is in Punta Gorda.

Roeder spoke to deputies after being read his Miranda rights, according to the report. When shown a picture from the surveillance footage, he allegedly told deputies: "That guy looks familiar."

As he continued to speak to the deputies, Roeder mentioned that he was "bored" on both nights when burglaries were reported and had taken his bicycle on a ride to look for "trash."

While most of his conversation with deputies is redacted, the report indicates that, at one point, he admits to visiting the dealership on the night of the second burglary.

Roeder was subsequently charged, arrested and taken to Sarasota County Jail. He is currently being held on \$18,000 total bond.

PUNTA GORDA — A local man was arrested by Sarasota County deputies on Tuesday for allegedly stealing two cars from a business.

Joshua William Roeder, 38, was charged with two counts each of burglary and grand theft of a motor vehicle.

The location and name of the business where the thefts were reported was redacted on the arrest report, though it appears to be a dealership in Sarasota County.

However, the report does state that deputies spoke with a manager at the site on Aug. 12.

Deputies reviewed surveillance footage, showing a male subject entering the business' garage around 10 p.m. the previous night. The subject is seen looking through several toolboxes in the garage before pulling out a set of keys.

The subject allegedly took an iPad from the building, got into a blue Chevrolet Camaro, and then exited the building.

The vehicle was later found by deputies at a gas station in Port Charlotte, using the vehicle's electronic tracking system; the subject from the surveillance video was not found.

Deputies continued to investigate and

Deputies shoot, kill machete-wielding man

He had swung at a deputy, hitting him in the hand

STAFF REPORT

SARASOTA — Sarasota County Sheriff's deputies shot a suspect, who had a large machete, when responding to an armed burglary in Sarasota.

The suspect later died. On Thursday morning, deputies were called to the 300 block of Richardson Way in Sarasota.

A resident who lives there allegedly woke up to a suspect using a baseball bat to sharpen a large machete with a 15 inch blade. While in an efficiency apartment, the homeowner called 911 and fled, stated a news release.

When deputies arrived, the suspect was still holding the machete. He advanced toward deputies and struck one in the hand, causing severe injuries, according to a release.

Two other deputies shot the suspect. "Deputies immediately rendered aid along with responding paramedics; however, the suspect died at the scene," a release stated.

The suspect's identity is unknown. All deputies involved will be interviewed as part of the standard for officer-involved shootings.

The agency's Officer-Involved



Two Sarasota County Sheriff's deputies shot a suspect who had a machete.

PHOTO PROVIDED BY THE SARASOTA COUNTY SHERIFF'S OFFICE

Shooting Investigations Team will conduct the investigation, and it will later be reviewed by the State Attorney's Office.

The injured deputy will be going into surgery.

POLICE BEAT

The Charlotte County Sheriff's Office reported the following arrests:

• Bobbijo Loraine Webb, 46, 5400 block of Papaya Drive, Punta Gorda.

Charge: arrest on out of county warrant. Bond: \$4,500.

• Logan Richard Schaeffer, 20, 100 block of Bee Gee Street, Port

Charlotte. Charge: arrest on out of county warrant. Bond: \$120.

• Jonathan Christopher Garrett, 31, 2100 block of Beverly Avenue, Port

Charlotte. Charge: felony failure to appear. Bond: none.

• Duane Scott Baggott, 57, homeless of Port Charlotte. Charge:

trespassing. Bond: \$2,500.

• Thomas Cody Unger, 18, 700 block of Mirado Lane NW, Port Charlotte. Charge: battery. Bond: none.

• Juan A. Celda Cordon, 21, of Haven, Conn.

Charge: operating motor vehicle without valid license. Bond: \$1,000.

• Tiffany Fountain, 44, Florala, Ala. Charge: arrest on out of county warrant. Bond: none.

• Lorenzo Recinos Alvarado, 27, 300 block of Calle Liana, Englewood. Charges: DUI with blood alcohol content of 0.15 percent or greater and operating motor vehicle without valid license. Bond: \$1,250.

• Michael Christopher Brown, 38, 10000 block of Bay Avenue, Englewood. Charge: aggravated battery with a deadly weapon. Bond: none.

The Punta Gorda Police Department reported the following arrests:

• Steven Joseph Welker, 58, 9000 block of Swiss Boulevard, Punta Gorda. Charge: DUI. Bond: none.

• Angela Denise McNealy, 51, 100 block of Ceyenne Street, Punta Gorda. Charges: aggravated battery with a deadly weapon and resisting officer without violence. Bond: none.

The North Port Police Department reported the following arrests:

• Gregory Michael Fleischman, 33, of Fort Myers. Charges: petit theft, seeking a fraudulent refund, possession of a controlled substance, and possession of drug paraphernalia. Bond: \$2,620.

• Rachel King, 18, 2600 block of Parasol Lane, North Port. Charge: battery. Bond: none.

The DeSoto County Sheriff's Office reported the following arrests:

• Curtis Lee Mobley, 35, 700 block of West Pine Street, Arcadia. Charge: attempted homicide, firing weapon into a dwelling or vehicle, possession of firearm ammunition or weapon by convicted felon, and violation of probation or community control. Bond: none.

• Clarence Marshall Reeves, 39, 1100 block of SW Golden Avenue, Arcadia. Charge: driving while license suspended. Bond: \$1,500.

• David Sanchez Vega, 35, 1800 block of SE First Avenue, Arcadia. Charges: possession of a controlled substance and possession of drug paraphernalia. Bond: none.

Compiled by Frank DiFiore

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the West Port Community Development District ("District") will hold the following two public hearings and a regular meeting on September 13, 2022, at 12:00 p.m., and at Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953.

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2022/2023; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

General Fund (GF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - GF Assessment(1)
Single Family (SF)	509	1.00	\$576.36
Townhome (TH)	82	0.85	\$489.91
Multi-Family	504	0.70	\$403.45
Assessment Area Two - 2020 Unplatted Acres, Tract D&F	90.91	3.3990	\$1,959.03
Assessment Area One - 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$9,870.58
Assessment Area One - 2021 Unplatted Acres (KL WP TW), Tract C2	11.23	4.9866	\$2,874.10
Assessment Area One - 2021 Unplatted Acres (KL WP SF), Tract H3	14.24	3.9181	\$2,258.22
Assessment Area One - 2021 Unplatted Acres (KL WP SF), Tract E1	19.27	3.5288	\$2,033.86
Assessment Area Three - Unplatted Acres (KL WP SF), Tract H3	11.63	5.2451	\$3,023.04
Assessment Area Three - Unplatted Acres (KL JAK SF), Tract A	11.94	5.8626	\$3,378.99
Assessment Area Four - Unplatted Acres, Tract E2	36.42	4.0912	\$2,357.98
Commercial, Tract K	5.44	10.00	\$5,763.60

Special Revenue Fund (SRF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - SRF Assessment(1)
Single Family (SF)	467	1.00	\$412.49
Townhome (TH)	82	0.85	\$350.62
Multi-Family	504	0.00	\$0.00
Assessment Area Two - 2020 Unplatted Acres, Tract D&F	90.91	0.00	\$0.00
Assessment Area One - 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$7,064.20
Assessment Area One - 2021 Unplatted Acres (KL WP TW), Tract C2	11.23	4.9866	\$2,056.94
Assessment Area One - 2021 Unplatted Acres (KL WP SF), Tract H3	14.24	3.9181	\$1,616.17
Assessment Area One - 2021 Unplatted Acres (KL WP SF), Tract E1	19.27	3.5288	\$1,455.60
Assessment Area Three - Unplatted Acres (KL WP SF), Tract H3	11.63	5.2451	\$2,163.53
Assessment Area Three - Unplatted Acres (KL JAK SF), Tract A	11.94	5.8626	\$2,418.28
Assessment Area Four - Unplatted Acres, Tract E2	36.42	0.00	\$0.00
Commercial, Tract K	5.44	0.00	\$0.00

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

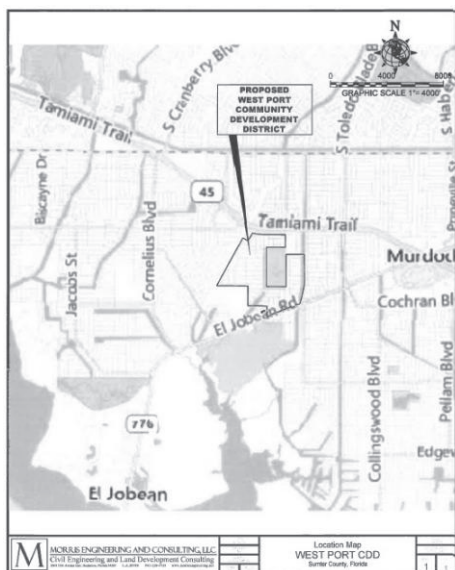
The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2022/2023, and any portion of the District's Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager



Biden rallies for Dems, slams GOP

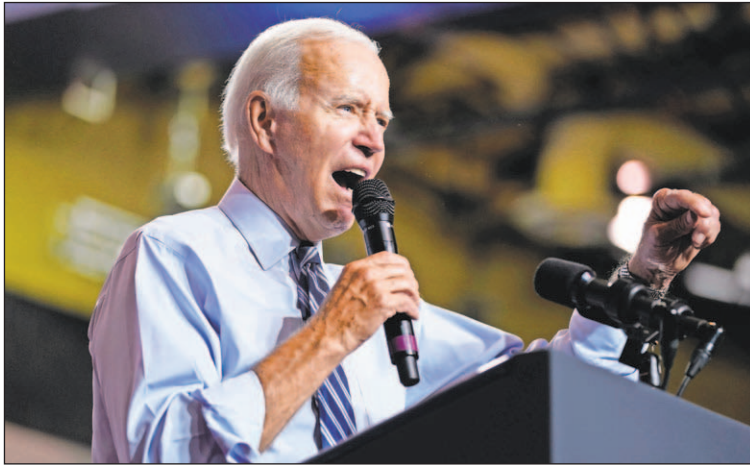
By ZEKE MILLER and AAMER MADHANI ASSOCIATED PRESS

ROCKVILLE, Md. — President Joe Biden called on Democrats Thursday “to vote to literally save democracy once again” in the midterm elections — and compared Republican ideology to “semi-fascism” — as he led a kickoff rally and a fundraiser in Maryland.

Addressing an overflow crowd of thousands at Montgomery High School in Rockville, Biden said: “Your right to choose is on the ballot this year. The Social Security you paid for from the time you had a job is on the ballot. The safety of your kids from gun violence is on the ballot, and it’s not hyperbole, the very survival of our planet is on the ballot.”

“You have to choose,” Biden added. “Will we be a country that moves forward or a country that moves backward?”

The events, in the safely Democratic Washington



AP PHOTO/EVAN VUCCI

President Joe Biden speaks during a rally hosted by the Democratic National Committee Thursday at Richard Montgomery High School in Rockville, Md.

suburbs, were meant to ease Biden into what White House aides say will be an aggressive season of championing his policy victories and aiding his party’s candidates. He is aiming to turn months of legislative accomplishments into political energy as Democrats have seen

their hopes rebound amid a legacy-defining burst of action by Biden and Congress.

From bipartisan action on gun control, infrastructure and domestic technology manufacturing to Democrats-only efforts to tackle climate change and health care costs, Biden

highlighted the achievements of the party’s unified but razor-thin control of Washington. And he tried to sharpen the contrast with Republicans, who once seemed poised for sizable victories in November.

Just months ago, as inflation soared, Biden’s poll numbers soured and his agenda stalled, Democrats braced for significant losses. But the intense voter reaction to the Supreme Court’s overturning of Roe v. Wade and a productive summer on issues of core concern to Democrats have the party feeling like it is finally on the offensive heading into the Nov. 8 vote, even as the president remains unpopular.

Democrats, said Biden pollster John Anzalone, are “in a better position to compete because Joe Biden put us there.”

“It doesn’t mean that the wind’s at our back,” he added. “But we have more of a breeze than what felt like a gale hurricane in our face.”

Ahead of the rally, Biden raised about \$1 million at an

event with about 100 donors for the Democratic National Committee and the Democratic Grassroots Victory Fund in the backyard of a lavish Bethesda home.

Biden’s Thursday events come a day after the president moved to fulfill a long-delayed campaign pledge to forgive federal student loans for lower- and middle-income borrowers — a move that Democrats believe will animate younger and Black and Latino voters.

Republicans, though, saw their own political advantage in the move, casting it as an unfair giveaway to would-be Democratic voters.

“President Biden’s inflation is crushing working families, and his answer is to give away even more government money to elites with higher salaries,” said Senate GOP leader Mitch McConnell. “Democrats are literally using working Americans’ money to try to buy themselves some enthusiasm from their political base.”

2 plead guilty in scheme to sell Biden’s daughter’s diary

By JENNIFER PELTZ ASSOCIATED PRESS

NEW YORK — Two Florida residents have pleaded guilty in a scheme to peddle a diary and other items stolen from President Joe Biden’s daughter to the conservative group Project Veritas for \$40,000, prosecutors said Thursday.

Aimee Harris and

Robert Kurlander “sought to profit from their theft of another person’s personal property,” Manhattan U.S. Attorney Damian Williams said in a statement.

Harris, a 40-year-old from Palm Beach, and Kurlander, 58, of nearby Jupiter, face the possibility of up to five years in prison. They pleaded guilty to conspiracy to

transport stolen property across state lines.

Harris’ lawyer, Sam Talkin, said she “has accepted responsibility for her conduct and looks forward to moving on with her life.” Kurlander’s lawyer, Florian Miedel, declined to comment.

While authorities didn’t identify anyone in the case except the defendants, the details of the investigation

have been public for months.

Ashley Biden, the president’s daughter, was moving out of a friend’s Delray Beach, Florida, home in spring 2020 when she stored the diary and other belongings there, prosecutors said in a court filing.

They said Harris then moved into the same room, found the items

and got in touch with Kurlander, who enthused in a text message that he would help her make a “ton of money” from selling it, adding an expletive before “ton.”

The two initially aimed to sell some of the purloined property to then-President Donald Trump’s campaign, but a representative turned them down and told them

to take the material to the FBI, according to the court papers.

The campaign “can’t use this,” Kurlander explained to Harris in a September 2020 text message, adding: “It has to be done a different way.”

Their next stop was Project Veritas, which paid for the two to bring some of the material — including the diary and a digital device with family photos — to a New York luxury hotel, prosecutors said.

Project Veritas staffers met with Kurlander and Harris in New York and agreed to pay an initial \$10,000, saying more money could come if they retrieved more of Ashley Biden’s items from the home, partly in order to authenticate the diary, according to the court filing.

Back in Florida, Kurlander texted Harris a blunt assessment of what would come of the exchange, prosecutors said.

“They are in a sketchy business and here they are taking what’s literally a stolen diary and info ... and trying to make a story that will ruin” Ashley Biden’s life and possibly affect the impending presidential election, he wrote, according to the court papers. He added that the two needed “to tread even more carefully” and get “anything worthwhile” out of the Delray Beach house, according to the court papers.

Prosecutors said Kurlander and Harris took Ashley Biden’s stored tax documents, clothes and luggage as Kurlander pressed Project Veritas in a message to commit to a bigger payout: “We are taking huge risks. This isn’t fair.”

A Project Veritas staffer soon flew to Florida, the employee shipped the items to New York and the group paid Harris and Kurlander \$20,000 apiece, prosecutors said.

Project Veritas identifies itself as a news organization. It is best known for conducting hidden camera stings that have embarrassed news outlets, labor organizations and Democratic politicians.

“Project Veritas’s news gathering was ethical and legal” in the diary affair, the group said in a statement Thursday. The organization said earlier that it turned the journal over to law enforcement after receiving it from “tipsters” who maintained that it had been abandoned in a room.

“A journalist’s lawful receipt of material later alleged to be stolen is routine, commonplace and protected by the First Amendment,” Project Veritas added Thursday.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS’ MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors (“Board”) for the West Port Community Development District (“District”) will hold the following two public hearings and a regular meeting on September 13, 2022, at 12:00 p.m., and at Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953.

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District’s proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“Fiscal Year 2022/2023”). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, Florida Statutes, to consider the imposition of operations and maintenance special assessments (“O&M Assessments”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2022/2023; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District’s general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

General Fund (GF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - GF Assessment(1)
Single Family (SF)	509	1.00	\$576.36
Townhome (TH)	82	0.85	\$489.91
Multi-Family	504	0.70	\$403.45
Assessment Area Two – 2020 Unplatted Acres, Tract D&F	90.91	3.3990	\$1,959.03
Assessment Area One – 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$9,870.58
Assessment Area One – 2021 Unplatted Acres (KL WP TW), Tract C2	11.23	4.9866	\$2,874.10
Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract H3	14.24	3.9181	\$2,258.22
Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract E1	19.27	3.5288	\$2,033.86
Assessment Area Three – Unplatted Acres (KL WP SF), Tract H3	11.63	5.2451	\$3,023.04
Assessment Area Three – Unplatted Acres (KL JAK SF), Tract A	11.94	5.8626	\$3,378.99
Assessment Area Four – Unplatted Acres, Tract E2	36.42	4.0912	\$2,357.98
Commercial, Tract K	5.44	10.00	\$5,763.60

Special Revenue Fund (SRF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - SRF Assessment(1)
Single Family (SF)	467	1.00	\$412.49
Townhome (TH)	82	0.85	\$350.62
Multi-Family	504	0.00	\$0.00
Assessment Area Two – 2020 Unplatted Acres, Tract D&F	90.91	0.00	\$0.00
Assessment Area One – 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$7,064.20
Assessment Area One – 2021 Unplatted Acres (KL WP TW), Tract C2	11.23	4.9866	\$2,056.94
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Assessment Area Three – Unplatted Acres (KL JAK SF), Tract A	11.94	5.8626	\$2,418.28
Assessment Area Four – Unplatted Acres, Tract E2	36.42	0.00	\$0.00
Commercial, Tract K	5.44	0.00	\$0.00

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

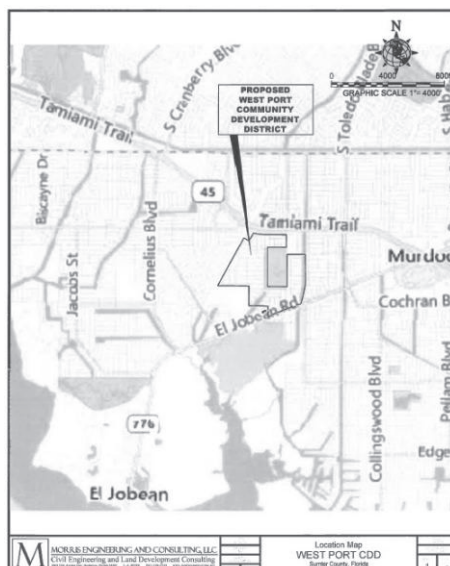
The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2022/2023, and any portion of the District’s Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 (“District Manager’s Office”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

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

District Manager



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4B


STATE OF FLORIDA)
COUNTY OF CHARLOTTE)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Michal Szymonowicz, who by me first being duly sworn and deposed says:

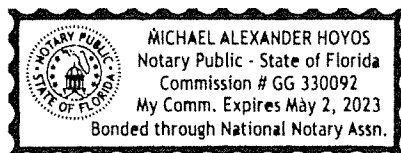
1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Michal Szymonowicz, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Assessment Roll Coordinator for the West Port Community Development District (“District”).
3. Among other things, my duties include preparing and transmitting correspondence relating to the District.
4. I do hereby certify that on August 24, 2022, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Chapters 190, 197 and/or 170, *Florida Statutes*, with respect to the District’s anticipated imposition of operations and maintenance assessments.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.

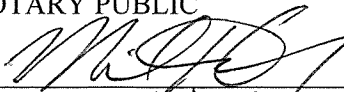


Michal Szymonowicz

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of physical presence or online notarization this 24th day of August 2022, by Michal Szymonowicz, for Wrathell, Hunt and Associates, LLC, who is personally known to me or has provided _____ as identification, and who did or did not take an oath.



NOTARY PUBLIC

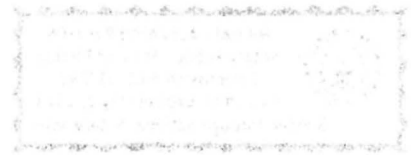


Print Name: Michael Hoyos
Notary Public, State of Florida
Commission No.: GG 330092
My Commission Expires: May 2, 2023

EXHIBIT A: Mailed Notice

EXHIBIT A

Handwritten signature or scribble



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

THIS IS NOT A BILL – DO NOT PAY

VIA FIRST CLASS MAIL

August 24, 2022

ALBARELLO ALDO & JANELLE BRITANY
1897 EAST ISLES RD
PORT CHARLOTTE, FL 33953
PARCEL ID: 402112251099
PRODUCT TYPE: Single Family Unit

RE: West Port Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

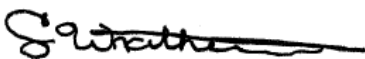
Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the West Port Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2022/2023, on **September 13, 2022, at 12:00 p.m., and at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

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

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2022/2023, and any portion of the District’s Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

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⁽¹⁾ Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than **\$1,628,242.00** in gross revenue.

Parcel ID FY23**Owner**

402112251099	ALBARELLO ALDO & JANELLE BRITANY
402110108006	ALLEN DAWN M
402112251073	BAILEY CONNIE K
402112251078	BERMUDEZ MONICA & NICOLE M AYALA
402112251218	BLACK ROBERT JOHN & MARIE DELEONARDO
402112251063	BORGES BRYAN R & RACHEL JOAN
402112251072	BOURGOIN PAUL EMILE
402112251120	BOYER DUMITRU TRUSTEE
402112251049	BRAND STEPHEN MARC & BARBARA ANN
402112251075	BRISLEY TONYA SUE
402112251204	BUSKLAND KELSEY
402112251205	BUTE KLARA
402112251046	CHRISTENSEN JARROD RAY & HEIDI R
402111203014	CONTINENTAL 611 FUND LLC
402112251077	CONWAY EDWARD MICHAEL
402112251093	DEVOE BRENT DALE & WENDY L
402112251115	DOWNING GERALD & MARTRESSA
402112251055	FITZGERALD JAMES A
402112251094	GAZ JEREMY MARK
402112251100	GELSOMINO MARGARET E & SARA MARIE
402112251048	GILBERT PATRICIA A
402112251061	GREEN RICHARD J & SAMANTHA MARIE
402112251180	HARLESS BRIAN DAVID & KERRIE WILFORD
402110108007	HAUENSTEIN RYAN JOHN & LEAH
402112251060	HERSHEY DAVID WARREN & JESSIE LYNN
402112251057	HOLLON BRENDA KAY & KELLY HOLLON JR
402112251047	HOUSTON MICHAEL ROBERT
402112251097	IH6 PROPERTY FLORIDA LP
402112251051	JORDAN JACOB
402112251071	KAHAN ERIKA ASHLEY & C J LHEUREUX
402112251095	KING SCOTTY RAY & ANNE ELIZABETH
402112251119	KOLESNIK VYACHESLAV N & YEVGENIYA
402112251182	LATOZKE ALAN DONALD & JLSL
402112251059	LAZINE KATHLEEN ANN & RICHARD JOHN
402112251183	LEDFORD JUSTIN LEON & KASSANDRA A
402112251068	LEVESQUE ERIN ELIZABETH & DEREK ALLEN
402112251064	LISIEWSKI KARI LYNN
402112251058	LOSQUADRO NIKOLAUS A & AA & MFG
402112251053	MEREDITH ANN RENEE & PHILIP DUANE
402112251070	MITKOVA MARIJA & NM & S DIMITROVA & VD
402112251062	NAZAR JASON SHERVIN & M M EVANS
402112251054	NEWMAN KAREN PAIGE
402112251121	NORSCIA ALESSANDRO FRANCESCO
402112251050	PALKO KELLY A & KARLA G BRANDTS
402112251056	PALM SHARON LEE & DONALD RAY BARNES
402112251091	PATEL KANUBHAI & CHANDRIKABEN K

402112251179	PATEL MANEKLAL P & KANTABEN M
402112251096	PETERSEN WILLIAM BOYD & MARGARET L
402112251207	PISKULYOV ANTON & DINA
402112251069	SMITH GEISS JANE ANN & LARRY DALE
402112251052	SMITH ROBERT EUGENE JR & CAROL E
402112251116	SONNIK ALEKSANDR TIMOFEYEVICH & TPS
402112251181	STEELE MARY JO
402112251206	STUTZMAN PAUL DEAN & GAY ANN
402111203027	SWIFTWATER APARTMENTS LLC
402112251118	TRAUTMAN MATTHEW PAUL JR & KAYLA M
402112251074	VALBUENA OSCAR E & SE COELLO
402112251098	VAN WELIE LEAH RONNELL & ERIK L
402112251125	VYDRO MARINA & EDWARD
402110108008	WELLS DENNIS M III & AMANDA L
402112251184	WEST PORT MHL LLC
402112251092	WILLOW GARY LEE & KAREN ANNE

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

THIS IS NOT A BILL – DO NOT PAY

VIA FIRST CLASS MAIL

August 24, 2022

LENNAR HOMES LLC
10481 SIX MILE CYPRESS PKWY
FORT MYERS, FL 33966
PARCEL ID: SEE EXHIBIT B
PRODUCT TYPE: 38 Single Family Units

**RE: West Port Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments**

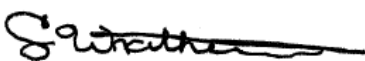
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Sincerely,



Craig Wrathell
District Manager

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General Fund (GF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - GF Assessment ⁽¹⁾
Single Family (SF)	509	1.00	\$576.36
Townhome (TH)	82	0.85	\$489.91
Multi-Family	504	0.70	\$403.45
Assessment Area Two – 2020 Unplatted Acres, Tract D&F	90.91	3.3990	\$1,959.03
Assessment Area One – 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$9,870.58
Assessment Area One – 2021 Unplatted Acres (KL WP TW), Tract C2	11.23	4.9866	\$2,874.10
Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract H3	14.24	3.9181	\$2,258.22
Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract E1	19.27	3.5288	\$2,033.86
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Assessment Area Four – Unplatted Acres, Tract E2	36.42	4.0912	\$2,357.98
Commercial, Tract K	5.44	10.00	\$5,763.60

Special Revenue Fund (SRF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - SRF Assessment ⁽¹⁾
Single Family (SF)	467	1.00	\$412.49
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EXHIBIT B

PARCEL IDENTIFICATION NUMBERS

402112251081
402112251082
402112251224
402112251225
402112251079
402112251080
402112251083
402112251084
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402112251238
402112251240
402112251241
402112251242
402112251259
402112251260
402112251261
402112251262
402112251263
402112251264
402112251265
402112251266
402112251267
402112251268

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

THIS IS NOT A BILL – DO NOT PAY

VIA FIRST CLASS MAIL

August 24, 2022

M/I HOMES OF SARASOTA LLC
8433 ENTERPRISE CIR STE 200
BRADENTON, FL 34202
PARCEL ID: SEE EXHIBIT B
PRODUCT TYPE: 86 Single Family Units

RE: West Port Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

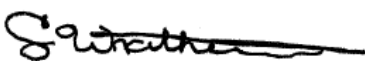
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Craig Wrathell
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Exhibit B

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402112251102	402112251296
402112251103	402112251297
402112251104	402112251298
402112251105	402112251299
402112251106	402112251300
402112251107	402112251301
402112251108	402112251302
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402112251110	402112251305
402112251111	402112251306
402112251112	402112251307
402112251113	402112251308
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402112251122	402112251311
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402112251291	402112251335
402112251292	402112251336
402112251293	402112251337
402112251294	402112251338
402112251295	402112251339

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VIA FIRST CLASS MAIL

August 24, 2022

MARONDA HOMES LLC OF FLORIDA
4005 MARONDA WAY
SANFORD, FL 32771
PARCEL ID: SEE EXHIBIT B
PRODUCT TYPE: 34 Single Family Units

RE: West Port Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

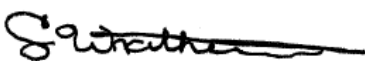
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402112251161
402112251162
402112251163
402112251164
402112251165
402112251166
402112251167
402112251168
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402112251365
402112251366
402112251367
402112251368
402112251369
402112251370
402112251371
402112251372
402112251373
402112251374
402112251375
402112251376
402112251377

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VIA FIRST CLASS MAIL

August 24, 2022

CAH WESTPORT LLC
6330 TECHSTER BLVD
FORT MYERS, FL 33966
PARCEL ID: SEE EXHIBIT B
PRODUCT TYPE: 38 Single Family Units

RE: West Port Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

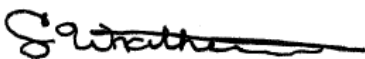
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Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract E1	19.27	3.5288	\$2,033.86
Assessment Area Three – Unplatted Acres (KL WP SF), Tract H3	11.63	5.2451	\$3,023.04
Assessment Area Three – Unplatted Acres (KL JAK SF), Tract A	11.94	5.8626	\$3,378.99
Assessment Area Four – Unplatted Acres, Tract E2	36.42	4.0912	\$2,357.98
Commercial, Tract K	5.44	10.00	\$5,763.60

Special Revenue Fund (SRF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - SRF Assessment ⁽¹⁾
Single Family (SF)	467	1.00	\$412.49
Townhome (TH)	82	0.85	\$350.62
Multi-Family	504	0.00	\$0.00
Assessment Area Two – 2020 Unplatted Acres, Tract D&F	90.91	0.00	\$0.00
Assessment Area One – 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$7,064.20
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EXHIBIT B

PARCEL IDENTIFICATION NUMBERS

402112251128
402112251129
402112251188
402112251189
402112251190
402112251191
402112251192
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West Port Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

VIA FIRST CLASS MAIL

August 24, 2022

FORESTAR USA REAL ESTATE GROUP INC
4042 PARK OAKS BLVD STE 200
TAMPA, FL 33610

PARCEL ID: SEE EXHIBIT B

PRODUCT TYPE: 9 Single Family Unit (Only General Fund), Assessment Area Two – 2020 Unplatted Acres, Tract D&F,
Assessment Area Four – Unplatted Acres, Tract E2

RE: **West Port Community Development District**
Fiscal Year 2022/2023 Budget and O&M Assessments

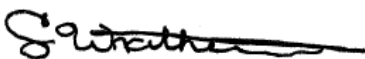
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Sincerely,



Craig Wrathell
District Manager

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EXHIBIT B

PARCEL IDENTIFICATION NUMBERS

402110108004

402110108005

402110108036

402110108037

402110108038

402110108039

402110108041

402110108042

402110108043

402110108060

402112251269

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

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VIA FIRST CLASS MAIL

August 24, 2022

DR HORTON INC
10545 BEN C PRATT 6 MILE CYPRESS PKWY STE 200
FORT MYERS, FL 33966
PARCEL ID: SEE EXHIBIT B
PRODUCT TYPE: 30 Single Family Unit (Only General Fund)

RE: West Port Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

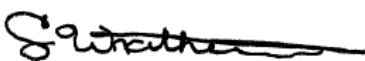
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EXHIBIT B

PARCEL IDENTIFICATION NUMBERS

402110108009
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402110108058

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

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VIA FIRST CLASS MAIL

August 24, 2022

KL JAK WP LLC

105 NE 1ST ST

DELRAY BEACH, FL 33444

PARCEL ID: SEE EXHIBIT B

PRODUCT TYPE: 20 Townhome Units, Assessment Area Three – Unplatted Acres (KL JAK SF), Tract A, Assessment Area One – 2021 Unplatted Acres (KL JAK TH), Tract J, Commercial, Tract K

RE: **West Port Community Development District**
Fiscal Year 2022/2023 Budget and O&M Assessments

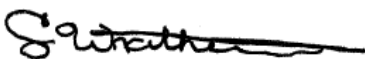
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EXHIBIT B

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402112601067
402112601068
402112601069
402112601070
402112601071
402112601072
402112601073
402112601074
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402112601066

West Port Community Development District
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VIA FIRST CLASS MAIL

August 24, 2022

KL WEST PORT LLC

105 NE 1ST ST

DELRAY BEACH, FL 33444

PARCEL ID: SEE EXHIBIT B

PRODUCT TYPE: 197 Single Family Units, Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract H3, Assessment Area Three – Unplatted Acres (KL WP SF), Tract H3, Assessment Area One – 2021 Unplatted Acres (KL WP TW), Tract C2, Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract E1

RE: **West Port Community Development District**
Fiscal Year 2022/2023 Budget and O&M Assessments

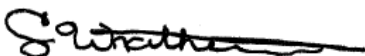
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Sincerely,



Craig Wrathell
District Manager

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402112251043	402112251247	402112359029	402112359070	402112359118
402112251044	402112251249	402112359030	402112359071	402112359119
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402112251246	402112359028	402112359069	402112359117	402112359001
				402112359041

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

THIS IS NOT A BILL – DO NOT PAY

VIA FIRST CLASS MAIL

August 24, 2022

LENNAR HOMES LLC
700 NW 107th AVE FL 4
MIAMI, FL 33172
PARCEL ID: SEE EXHIBIT B
PRODUCT TYPE: 46 Townhome Units

**RE: West Port Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments**

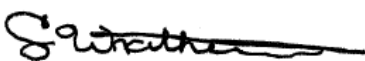
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402112601020	402112601043
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402112601022	402112601045
402112601023	402112601046
402112601024	402112601047
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402112601026	402112601049
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402112601028	402112601051
402112601029	402112601052
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402112601031	402112601054
402112601032	402112601055
402112601033	402112601056
402112601034	402112601057
402112601035	402112601058
402112601036	402112601059
402112601037	402112601060
402112601038	402112601061
402112601039	402112601062
402112601040	402112601063

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VIA FIRST CLASS MAIL

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MIAMI, FL 33172
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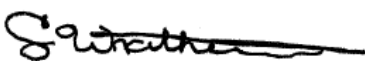
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402112251038
402112251076
402112251089
402112251090
402112251379
402112601002
402112601003
402112601004
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402112601010
402112601011
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402112601016
402112601017

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2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

VIA FIRST CLASS MAIL

August 24, 2022

NVR INC
1409 TECH BLVD STE 202
TAMPA, FL 33619
PARCEL ID: SEE EXHIBIT B
PRODUCT TYPE: 12 Single Family Units

RE: West Port Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

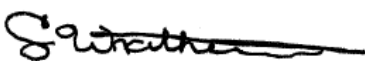
Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the West Port Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2022/2023, on **September 13, 2022, at 12:00 p.m., and at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

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

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2022/2023, and any portion of the District’s Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

General Fund (GF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - GF Assessment ⁽¹⁾
Single Family (SF)	509	1.00	\$576.36
Townhome (TH)	82	0.85	\$489.91
Multi-Family	504	0.70	\$403.45
Assessment Area Two – 2020 Unplatted Acres, Tract D&F	90.91	3.3990	\$1,959.03
Assessment Area One – 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$9,870.58
Assessment Area One – 2021 Unplatted Acres (KL WP TW), Tract C2	11.23	4.9866	\$2,874.10
Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract H3	14.24	3.9181	\$2,258.22
Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract E1	19.27	3.5288	\$2,033.86
Assessment Area Three – Unplatted Acres (KL WP SF), Tract H3	11.63	5.2451	\$3,023.04
Assessment Area Three – Unplatted Acres (KL JAK SF), Tract A	11.94	5.8626	\$3,378.99
Assessment Area Four – Unplatted Acres, Tract E2	36.42	4.0912	\$2,357.98
Commercial, Tract K	5.44	10.00	\$5,763.60

Special Revenue Fund (SRF)

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M - SRF Assessment ⁽¹⁾
Single Family (SF)	467	1.00	\$412.49
Townhome (TH)	82	0.85	\$350.62
Multi-Family	504	0.00	\$0.00
Assessment Area Two – 2020 Unplatted Acres, Tract D&F	90.91	0.00	\$0.00
Assessment Area One – 2021 Unplatted Acres (KL JAK TH), Tract J	4.467	17.1257	\$7,064.20
Assessment Area One – 2021 Unplatted Acres (KL WP TW), Tract C2	11.23	4.9866	\$2,056.94
Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract H3	14.24	3.9181	\$1,616.17
Assessment Area One – 2021 Unplatted Acres (KL WP SF), Tract E1	19.27	3.5288	\$1,455.60
Assessment Area Three – Unplatted Acres (KL WP SF), Tract H3	11.63	5.2451	\$2,163.53
Assessment Area Three – Unplatted Acres (KL JAK SF), Tract A	11.94	5.8626	\$2,418.28
Assessment Area Four – Unplatted Acres, Tract E2	36.42	0.00	\$0.00
Commercial, Tract K	5.44	0.00	\$0.00

⁽¹⁾ Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than **\$1,628,242.00** in gross revenue.

EXHIBIT B

PARCEL IDENTIFICATION NUMBERS

402112359012

402112359013

402112359014

402112359015

402112359016

402112359017

402112359099

402112359100

402112359103

402112359104

402112359106

402112359107

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4C

RESOLUTION 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit A**; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to fund the Adopted Budget through a funding agreement and/or through the imposition of special assessments on benefitted lands within the District, which special assessments may be collected by direct bill or on the tax roll pursuant to Chapter 197, *Florida Statutes*; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT:

1. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted

lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

- b. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

The Board finds and determines that operations and maintenance assessments shall immediately attach only to sold lots (as set forth in **Exhibits "A" and "B"**), and further that operations and maintenance assessments shall also attach on a pro-rated basis to any lots sold during Fiscal Year 2022/2023 at the time of sale, and as evidenced by an estoppel letter prepared by the District's Manager. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment for Fiscal Year 2022/2023. Instead, any additional costs of the District's Adopted Budget (above and beyond the operations and maintenance assessment that attaches to sold lots) shall be funded pursuant to a deficit funding agreement to be entered into between the District and the project developer.

- c. Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly

by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of Fiscal Year 2022/2023.

As noted above, operations and maintenance assessments shall attach to any lots sold during Fiscal Year 2022/2023 at the time of sale, and as evidenced by an estoppel letter prepared by the District's Manager. Any such assessments shall be collected directly by the District in accordance with Florida law, and at the time of sale.

- ii. Debt service assessments directly collected by the District are due in full on December 1, 2022; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
- iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

3. ASSESSMENT ROLL; AMENDMENTS. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

5. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 13th day of September, 2022.

ATTEST:

**WEST PORT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll

Exhibit A: Budget

Exhibit B: Assessment Roll

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

5

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this 13th day of September, 2022, by and between:

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

KL West Port LLC, a Florida limited liability company, the primary developer of lands within the boundary of the District, and whose address is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Landowner**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes* ("**Act**") and by Ordinance No. 2019-023, adopted by the Board of County Commissioners for Charlotte County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ("**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 434.67 acres of land; and

WHEREAS, the District desires to amend its boundaries ("**Boundary Amendment**") to add certain lands to the District's boundaries; and

WHEREAS, pursuant to Resolution 2022-13 the District has authorized the Boundary Amendment, and, in consideration, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("**Amendment Expenses**"); and

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. **PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Landowner will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The District Manager shall

require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. **DISTRICT USE OF FUNDS.** The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Landowner for funds made available to the District under this Agreement.

3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

4. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. **AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

6. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

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

8. **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 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 in this Agreement. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. **ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

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

12. **TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

13. **PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between 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 doubtful language will not be interpreted or construed against any party.

15. **SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

16. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. **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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

[SIGNATURES TO FOLLOW 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 WEST PORT LLC

By: _____
Its: _____

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2022-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT 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.

WHEREAS, the West Port Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Act**"), and Charlotte County Ordinance No. 2019-023 ("**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 434.67 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to add certain lands ("**Expansion Parcel**"), as described in the attached **Exhibit A**, resulting in an amended boundary ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal,

engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“**Board**”); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

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

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with Charlotte County, Florida, as necessary to seek the amendment of the District’s boundaries and to add those lands depicted in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to Charlotte County, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 13th day of September, 2022.

ATTEST:

**WEST PORT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of Boundary Amendment Parcel

Exhibit A:
Legal Description of Boundary Amendment Parcel

DESCRIPTION: A parcel of land lying in Sections 11 and 12, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12; run thence along the West boundary of said Section 12, N.00°29'33"W., a distance of 273.78 feet to the North right of way line of State Road 776, a 200 foot public right of way, and the **POINT OF BEGINNING**; thence along said North right of way line, S.69°10'08"W., a distance of 283.63 feet to the East right of way line of Flamingo Waterway, a 100 foot wide right of way, vacated by Official Records Book 3321, Page 634; thence along said East right of way line the following 4 (four) courses, 1) N.15°49'23"E., a distance of 581.08 feet; 2) thence N.10°12'47"E., a distance of 780.24 feet to a point of curvature; 3) thence Northerly, 93.55 feet along the arc of a tangent curve to the left having a radius of 500.00 feet and a central angle of 10°43'12" (chord bearing N.04°51'11"E., 93.41 feet) to a point of tangency; 4) thence N.00°30'25"W., a distance of 3472.37 feet to the Southwest corner of lot 60, block 1183 of Port Charlotte Subdivision, as recorded in Official Records Plat Book 5, Page 51-F; thence S.89°11'34"E., a distance of 123.56 feet to the West right of way line of Flamingo Blvd., an 80 foot wide public right of way per said Port Charlotte Subdivision plat; thence along said West right of way line of Flamingo Blvd., S.00°30'51"E., a distance of 96.40 feet to its intersection with the extension of the South right of way line of North Buena Vista Circle, as shown on said Port Charlotte Subdivision plat; thence along said extension and said South right of way line of North Buena Vista Circle, S.89°12'23"E., a distance of 422.21 feet; thence S.00°01'25"E., a distance of 250.03 feet to the North right of way line of Raleigh Ave. as shown on said Port Charlotte Subdivision plat, said right of way being 50 feet wide and vacated by Official Records Book 3321, Page 634; thence along said North right of way line, N.89°12'23"W., a distance of 315.61 feet to a point curvature; thence Northwesterly, 38.70 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°41'33" (chord bearing N.44°51'37"W., 34.95 feet) to the East right of way of aforesaid Flamingo Blvd., and vacated by Official Records Book 3321, Page 634; thence along said East right of way line, S.00°30'51"E., a distance of 1525.07 feet to its intersection with the extension of the North right of way line of Olympia Ave., a 50 foot wide right of way shown on said Port Charlotte Subdivision plat and vacated by Official Records Book 3321, Page 634; thence along said extension and said North right of way line, S.89°12'31"E., a distance of 684.56 feet to its intersection with the extension of the West right of way line of Carrol St., a 50 foot wide public right of way shown on said Port Charlotte Subdivision plat; thence S.00°07'48"E., a distance of 649.99 feet to the South right of way line of Cumberland Ave., a 50 foot wide right of way shown on said Port Charlotte Subdivision plat; thence along said South right of way line, S.89°12'15"E., a distance of 655.96 feet to the East right of way line of Kingsland St., a 50 foot wide right of way shown on said Port Charlotte Subdivision plat; thence along said East right of way line, N.00°07'09"W., a distance of 300.02 feet to the South

right of way line of Walenda. Ave., a 50 foot wide right of way (Formerly Walsh Ave. as shown on said Port Charlotte Subdivision plat); thence along said South right of way line, S.89°12'03"E., a distance of 630.28 feet to the East right of way line of Como St., a 75 foot wide public right of way as shown on said Port Charlotte Subdivision plat; thence along said East right of way line, N.00°08'08"W., a distance of 950.13 feet to its intersection with an extension of the North right of way line of Oakleaf Ave., a 50 foot wide right of way shown on said Port Charlotte Subdivision plat; thence along said North right of way line, N.89°12'03"W., a distance of 680.02 feet to the West right of way line of aforesaid Kingsland St.; thence along said West right of way line, S.00°07'09"E., a distance of 600.11 feet to the North right of way line of Odin Ave., a 50 foot wide public right of way, (Formerly Olympia Ave. as shown on said Port Charlotte Subdivision plat); thence along said North right of way line, N.89°12'31"W., a distance of 225.67 feet; thence N.00°29'59"W., a distance of 1750.65 feet to the aforesaid South right of way line of North Buena Vista Circle; thence along said South right of way line the following two coursed, 1) S.89°12'23"E., a distance of 1093.12 feet to a point of curvature; 2) thence Southeasterly, 88.92 feet along the arc of a tangent curve to the right having a radius of 75.00 feet and a central angle of 67°55'35" (chord bearing S.55°14'35"E., 83.80 feet); thence N.68°43'12"E., a distance of 194.06 feet to the West line of Como Waterway, 100 foot wide; thence N.58°58'33"E., a distance of 116.55 feet to the East line of said Como Waterway; thence along the East boundary of said Como Waterway, S.00°07'15"E., a distance of 3706.60 feet to the aforesaid North right of way of line of State Road 776; thence along said North right of way line, S.69°10'05"W., a distance of 2919.86 feet to the **POINT OF BEGINNING**. Interior improvements per Port Charlotte Subdivision, Official Records Book 5, Pages 51-A, 51-D, 51-E, and 51-F, contained within the described land appear to have been vacated by Official Records Book 3321, Page 634-650.

Containing 196.140 acres, more or less.

Subject to and less public right of ways contained herein.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

7

West Port Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2021

West Port Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2021

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
West Port Community Development District
Charlotte County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of West Port Community Development District as of and for the fiscal year ended September 30, 2021, and related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart

To the Board of Supervisors
West Port Community Development District

Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, and each major fund of West Port Community Development District as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

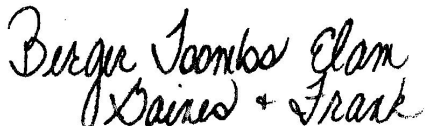
Management's Discussion and Analysis

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economical or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted principally of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with the sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 17, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering West Port Community Development District's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 17, 2022

**West Port Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2021**

Management's discussion and analysis of West Port Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**West Port Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including construction in progress are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the fiscal year ended September 30, 2021.

- ◆ The District's liabilities exceeded assets by \$(1,444,491) (net position).
- ◆ Governmental activities revenues totaled \$480,441, while governmental activities expenses totaled \$1,480,229.

**West Port Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2021	2020
Current assets	\$ 207,511	\$ 41,349
Restricted assets	6,492,275	4,254,433
Capital Assets	20,052,084	3,343,413
Total Assets	26,751,870	7,639,195
Current liabilities	5,205,524	1,261,929
Non-current liabilities	22,990,837	6,821,969
Total Liabilities	28,196,361	8,083,898
Net Position		
Restricted	-	145,110
Unrestricted	(1,444,491)	(589,813)
Total Net Position	\$ (1,444,491)	\$ (444,703)

The increase in current assets is related to the increase in due from developer in the current year.

The increase in restricted assets, capital assets and non-current liabilities are related to the issuance of additional bonds in the current year.

The increase in current liabilities is related to the increase in contracts and retainage payable in the current year.

**West Port Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2021	2020
Program Revenues		
Charges for services	\$ 134,801	\$ 2,456
Grants and contributions	323,972	99,718
Miscellaneous revenues	20,250	-
Investment income	1,418	960
Total Revenues	<u>480,441</u>	<u>103,134</u>
Expenses		
General government	122,345	110,208
Physical environment	201,071	-
Interest and other charges	1,156,813	437,629
Total Expenses	<u>1,480,229</u>	<u>547,837</u>
Change in Net Position	(999,788)	(444,703)
Net Position - Beginning of Period	<u>(444,703)</u>	<u>-</u>
Net Position - End of Period	<u>\$ (1,444,491)</u>	<u>\$ (444,703)</u>

The increase in charges for services is related to the increase in special assessments in the current year.

The increase in grants and contributions is related to the increase in operating expenses in the current year.

The increase in physical environment is related to this is the first year the District had to maintain the construction in progress.

The increase in interest and other charges is related to the issuance of two new bonds in the current year.

**West Port Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2021 and 2020:

	Governmental Activities	
	2021	2020
Construction in progress	\$ 20,052,084	\$ 3,343,413

The activity for the year consisted of \$16,708,671 of additions to construction in progress.

General Fund Budgetary Highlights

Actual expenditures were less than the final budget because legal and streetlighting expenditures were less than anticipated.

The September 30, 2021 budget was amended to properly reflect sources of revenues, with no change in totals.

Debt Management

Governmental Activities debt includes the following:

- ◆ In April 2020, the District issued \$6,735,000 Series 2020 Special Assessment Bonds. These bonds were issued to finance a portion of the cost of acquisition, construction, installation and equipping of a portion of the 2020, Assessment Area One Project. As of September 30, 2021, the balance outstanding was \$6,735,000.
- ◆ In December 2020, the District issued \$6,900,000 Series 2020 Special Assessment Bonds. These bonds were issued to finance a portion of the cost of acquisition, construction, installation and equipping of a portion of the 2020, Assessment Area Two Project. As of September 30, 2021, the balance outstanding was \$6,900,000.
- ◆ In May 2021, the District issued \$9,560,000 Series 2021 Special Assessment Bonds. These bonds were issued to finance a portion of the cost of acquisition, construction, installation and equipping of a portion of the 2021 Project. As of September 30, 2021, the balance outstanding was \$9,560,000.

**West Port Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

West Port Community Development District will continue the development of the District during the next fiscal year. West Port Community Development District does not anticipate economic factors to affect operations for the year ended September 30, 2022.

Request for Information

The financial report is designed to provide a general overview of West Port Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the West Port Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

West Port Community Development District
STATEMENT OF NET POSITION
September 30, 2021

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 17,730
Due from developer	188,291
Deposits	1,490
Total Current Assets	207,511
Non-current Assets	
Restricted Assets	
Investments, at fair value	6,492,275
Capital Assets, not being depreciated	
Construction in progress	20,052,084
Total Non-current Assets	26,544,359
Total Assets	26,751,870
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	79,856
Contracts/retainage payable	4,377,329
Due to developer	23,061
Bonds payable	460,000
Accrued interest payable	265,278
Total Current Liabilities	5,205,524
Non-current Liabilities	
Bonds payable, net	22,990,837
Total Liabilities	28,196,361
NET POSITION	
Unrestricted	\$ (1,444,491)

See accompanying notes to financial statements.

West Port Community Development District
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues			Net (Expenses) Revenues and Changes in Net Position Governmental Activities
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities					
General government	\$ (122,345)	\$ 8,506	\$ 117,756	\$ -	\$ 3,917
Physical environment	(201,071)	-	195,851	10,365	5,145
Interest and other charges	(1,156,813)	126,295	-	-	(1,030,518)
Total Governmental Activities	\$ (1,480,229)	\$ 134,801	\$ 313,607	\$ 10,365	(1,021,456)
General Revenues					
Miscellaneous revenues					20,250
Investment income					1,418
Total General Revenues					21,668
Change in Net Position					(999,788)
Net Position - October 1, 2020					(444,703)
Net Position - September 30, 2021					\$ (1,444,491)

See accompanying notes to financial statements.

**West Port Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 17,730	\$ -	\$ -	\$ 17,730
Due from developer	75,810	112,481	-	188,291
Deposits	1,490	-	-	1,490
Restricted Assets				
Investments at fair value	-	968,463	5,523,812	6,492,275
Total Assets	\$ 95,030	\$1,080,944	\$5,523,812	\$ 6,699,786
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	\$ 79,856	\$ -	\$ -	\$ 79,856
Contracts/retainage payable	-	-	4,377,329	4,377,329
Due to developer	15,000	8,061	-	23,061
Total Liabilities	94,856	8,061	4,377,329	4,480,246
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	16,504	-	-	16,504
FUND BALANCES				
Nonspendable - deposits	1,490	-	-	1,490
Restricted				
Debt service	-	1,072,883	-	1,072,883
Capital projects	-	-	1,146,483	1,146,483
Unassigned	(17,820)	-	-	(17,820)
Total Fund Balances	(16,330)	1,072,883	1,146,483	2,203,036
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 95,030	\$1,080,944	\$5,523,812	\$ 6,699,786

See accompanying notes to financial statements.

West Port Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2021

Total Governmental Fund Balances	\$ 2,203,036
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, construction in progress, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	20,052,084
Long-term liabilities, including bonds payable, \$(23,195,000) and bond premium \$(255,837), are not due and payable in the current period and therefore, are not reported at the fund level.	(23,450,837)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the governmental fund level.	(265,278)
Unavailable revenues are recognized as deferred inflows at the fund level, but this amount is recognized as revenues at the government-wide level.	<u>16,504</u>
Net Position of Governmental Activities	<u><u>\$ (1,444,491)</u></u>

See accompanying notes to financial statements.

West Port Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Fiscal Year Ended September 30, 2021

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ 8,506	\$ 126,295	\$ -	\$ 134,801
Developer contributions	299,600	-	10,365	309,965
Miscellaneous revenues	-	-	20,250	20,250
Investment income	-	167	1,251	1,418
Total Revenues	<u>308,106</u>	<u>126,462</u>	<u>31,866</u>	<u>466,434</u>
Expenditures				
Current				
General government	120,895	1,450	-	122,345
Physical environment	201,071	-	-	201,071
Capital outlay	-	-	16,708,671	16,708,671
Debt service				
Interest	-	348,059	-	348,059
Other debt service	-	675,200	-	675,200
Total Expenditures	<u>321,966</u>	<u>1,024,709</u>	<u>16,708,671</u>	<u>18,055,346</u>
Excess of revenues over/(under) Expenditures	<u>(13,860)</u>	<u>(898,247)</u>	<u>(16,676,805)</u>	<u>(17,588,912)</u>
Other Financing Sources/(Uses)				
Issuance of long-term debt	-	1,332,028	15,127,972	16,460,000
Bond premium	-	174,997	-	174,997
Transfers in	-	1,450	-	1,450
Transfers out	-	-	(1,450)	(1,450)
Total Other Financing Sources/(Uses)	<u>-</u>	<u>1,508,475</u>	<u>15,126,522</u>	<u>16,634,997</u>
Net change in fund balances	(13,860)	610,228	(1,550,283)	(953,915)
Fund Balances - October 1, 2020	<u>(2,470)</u>	<u>462,655</u>	<u>2,696,766</u>	<u>3,156,951</u>
Fund Balances - September 30, 2021	<u>\$ (16,330)</u>	<u>\$ 1,072,883</u>	<u>\$ 1,146,483</u>	<u>\$ 2,203,036</u>

See accompanying notes to financial statements.

**West Port Community Development District
RECONCILIATION OF THE STATEMENT
OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2021**

Net Change in Fund Balances - Total Governmental Funds \$ (953,915)

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of capital outlay in the current year. 16,708,671

At the fund level, bond proceeds, \$(16,460,000), and bond premium, \$(174,997), are recognized as an other financing source, however, at the government-wide level, they increase liabilities. (16,634,997)

In the Statement of Activities, interest is accrued on outstanding bonds; whereas at the fund level, interest expenditures are reported when due. This is the change in accrued interest in the current period. (139,683)

Amortization of bond premium does not require the use of current financial resources and therefore, is not reported the fund level. This is the amount of amortization in the current period. 6,129

At the fund level, revenues are recognized when they become available, however, revenues are recognized when they are earned at the government-wide level. This is the amount of the change in earned revenue that was not available. 14,007

Change in Net Position of Governmental Activities \$ (999,788)

See accompanying notes to financial statements.

West Port Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Fiscal Year Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ -	\$ -	\$ 8,506	\$ 8,506
Developer contributions	443,400	443,400	299,600	(143,800)
Total Revenue	<u>443,400</u>	<u>443,400</u>	<u>308,106</u>	<u>(135,294)</u>
Expenditures				
Current				
General government	95,430	95,430	120,895	(25,465)
Physical environment	347,970	347,970	201,071	146,899
Total Expenditures	<u>443,400</u>	<u>443,400</u>	<u>321,966</u>	<u>121,434</u>
Net Change in Fund Balances	-	-	(13,860)	(13,860)
Fund Balances - October 1, 2020	<u>-</u>	<u>-</u>	<u>(2,470)</u>	<u>(2,470)</u>
Fund Balances - September 30, 2021	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (16,330)</u>	<u>\$ (16,330)</u>

See accompanying notes to financial statements.

West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on October 22, 2019, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance 2019-023 of the Board of County Commissioners of Charlotte County, Florida, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the West Port Community Development District. The District is governed by a five member Board of Supervisors. All the Supervisors are employed by the Developer. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the West Port Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by developer contributions and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for the debt service requirements to retire the long-term debt of the District.

Capital Projects Fund – The Capital Projects Fund accounts for the construction of infrastructure improvements within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Capital Assets

Capital assets, which include construction in progress, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

c. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one time that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

d. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

e. Unamortized Bond Premium

Bond premiums associated with the issuance of revenue bonds are amortized according to the straight-line method of accounting. For financial reporting, unamortized bond premiums are netted with the applicable long-term debt.

**West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds, \$2,203,036, differs from “net position” of governmental activities, \$(1,444,491), reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below.

Capital related items

When capital assets (construction in progress, that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Construction in progress	\$ <u>20,052,084</u>
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Long-term debt transactions

Long-term liabilities applicable to the District’s governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2021 were:

Bonds payable	\$ (23,195,000)
Bond premium	(255,837)
Total	\$ <u>(23,450,837)</u>

Deferred inflows of resources

Deferred inflows of resources in the Statement of Net Position differ from the amount reported in the governmental funds due to unavailable revenues. Governmental fund financial statements report revenues which are not available as deferred inflows of resources. However, unavailable revenues in governmental funds are susceptible to full accrual in the government-wide financial statements.

Deferred inflows of resources	\$ <u>16,504</u>
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Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to accrued interest on bonds.

Accrued interest on bonds payable	\$ <u>(265,278)</u>
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West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for government funds, \$(953,915), differs from the “change in net position” for governmental activities, \$(999,788), reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below:

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decrease by the amount of depreciation charged for the year.

Capital outlay	\$ <u>16,708,671</u>
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Long-term debt transactions

Issuance of new debt provides current financial resources to governmental funds but increase long-term liabilities in the Statement of Net Position.

Bond proceeds	\$ (16,460,000)
Bond premium	<u>(174,997)</u>
Total	\$ <u>(16,634,997)</u>

Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.

Net change in accrued interest payable	\$ <u>(139,683)</u>
Amortization of bond premium	<u>6,129</u>

Deferred inflows of resources

Deferred inflows of resources reported at the fund level are recognized as revenues in the Statement of Activities.

Net change in deferred inflows of resources	\$ <u>14,007</u>
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**West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the District's bank balance was \$18,156 and the carrying value was \$17,730. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2021, the District had the following investments and maturities:

Investment	Maturities	Fair Value
Goldman Sachs Financial Square Govt Fund	58 Days*	\$ 6,492,275

*Weighted Average Maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are Level 1 assets.

**West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2021, the District's investments were rated AAAM by Standard and Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The District's investment in the Goldman Sachs Financial Square Govt Fund represents 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2021 were typical. The District considers any decline in fair value for certain investments to be temporary.

NOTE D – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2021 was as follows:

	Balance October 1, 2020	Additions	Deletions	Balance September 30, 2021
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Construction in progress	\$ 3,343,413	\$ 16,708,671	\$ -	\$ 20,052,084

**West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE E – LONG-TERM DEBT

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2021:

Governmental Activities

Long-term debt at October 1, 2020	\$	6,735,000
Issuance of long-term debt		16,460,000
Bond Premium, net		<u>255,837</u>
Long-term debt at September 30, 2021	\$	<u>23,450,837</u>

Special Assessment Debt

Long-term debt is comprised of the following:

<p>\$6,735,000 Special Assessment Bonds, Series 2020 due in annual principal installments, beginning May 1, 2022, maturing May 2051. Interest is due annually on May 1 and November 1, beginning November 2020 at various rates between 2.65% and 4.00%. Current portion is \$130,000.</p>	\$	6,735,000
<p>\$6,900,000 Special Assessment Bonds, Assessment Area Two, Series 2020 due in annual principal installments beginning May 2022, maturing 2051. Interest is due annually on May 1 and November 1, beginning May 2021 at various rates between 2.75% and 4.00%. Current portion is \$135,000.</p>		6,900,000
<p>\$9,560,000 Special Assessment Bonds, Series 2021 due in annual principal installments beginning May 2022, maturing May 2051. Interest is due on May 1 and November 1 at various rates between 2.40% and 4.00%. Current portion is \$195,000.</p>		<u>9,560,000</u>
Total long-term debt	\$	<u>23,195,000</u>

West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE E – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of debt outstanding as of September 30, 2021 are as follows:

Year Ending September 30,	Principal	Interest	Total
2022	\$ 460,000	\$ 823,853	\$ 1,283,853
2023	475,000	829,763	1,304,763
2024	490,000	817,535	1,307,535
2025	495,000	804,918	1,299,918
2026	510,000	792,180	1,302,180
2027-2031	2,795,000	3,726,275	6,521,275
2032-2036	3,305,000	3,231,406	6,536,406
2037-2041	3,970,000	2,583,150	6,553,150
2042-2046	4,810,000	1,770,000	6,580,000
2047-2051	5,885,000	725,400	6,610,400
Totals	<u>\$ 23,195,000</u>	<u>\$ 16,104,480</u>	<u>\$ 39,299,480</u>

Summary of Significant Resolution Terms and Covenants

Significant Bond Provisions

The Series 2020 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2030 a price equal to the par amount of the Series 2020 Bonds thereof, together with accrued interest to the date of redemption. The Series 2020 are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Series 2020, Area Two Bonds and the Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2031 a price equal to the par amount of the Bonds thereof, together with accrued interest to the date of redemption. The Series 2020, Area Two Bonds and the Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

**West Port Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE E – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds – The Series 2020, Area One, Series 2020, Area Two, and Series 2021 Reserve Accounts were funded from the proceeds of the Series 2020, Area One, Series 2020, Area Two, and Series 2021 Bonds in an amount equal to 50 percent of the maximum annual debt service on the corresponding Bond. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2021:

	Reserve Balance	Reserve Requirement
Special Assessment Bonds, Series 2020 Area One	\$ 192,025	\$ 191,950
Special Assessment Bonds, Series 2020 Area Two	\$ 194,385	\$ 194,350
Special Assessment Bonds, Series 20211	\$ 265,620	\$ 265,600

NOTE F – ECONOMIC DEPENDENCY AND RELATED PARTY

The District's activity is dependent upon the continued involvement of the Developer, the loss of which would have a material adverse effect on the District's operations. At September 30, 2021, all five board members are affiliated with the Developer. The Developer contributed \$299,600 for operations, \$10,365 for capital, and \$134,801 in assessments during the current year.

NOTE G – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage.



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
West Port Community Development District
Charlotte County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of West Port Community Development District, as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated June 17, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered West Port Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of West Port Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of West Port Community Development District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Supervisors
West Port Community Development District

Compliance and Other Matters

As part of obtaining reasonable assurance about whether West Port Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 17, 2022



Berger, Toombs, Elam, Gaines & Frank

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MANAGEMENT LETTER

To the Board of Supervisors
West Port Community Development District
Charlotte County, Florida

Report on the Financial Statements

We have audited the financial statements of the West Port Community Development District as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated June 17, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated June 17, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the previous financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not West Port Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the West Port Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

To the Board of Supervisors
West Port Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2021 for the West Port Community Development District. It is management's responsibility to monitor the West Port Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the West Port Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 0
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: N/A
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$87,490
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: The District started major capital projects, total expenditures for the year were \$11,859,552.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget amendment allocated revenues to different sources but did not change the overall budget.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the West Port Community Development District reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District. General Fund, \$50.51 - \$631.34, Debt Service Fund \$394.68.
- 8) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$134,801.
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds. The District bonds outstanding at September 30, 2021 included Series 2020, \$6,735,000 maturing May 2051, Series 2020, Area Two, \$6,900,000, maturing 2051, and Series 2021, \$9,560,000 maturing May 2051.

To the Board of Supervisors
West Port Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we noted no such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 17, 2022



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415 FLORIDA STATUTES**

To the Board of Supervisors
West Port Community Development District
Charlotte County, Florida

We have examined West Port Community Development District's compliance with Section 218.415, Florida Statutes during the fiscal year ended September 30, 2021. Management is responsible for West Port Community Development District's compliance with those requirements. Our responsibility is to express an opinion on West Port Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about West Port Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on West Port Community Development District's compliance with the specified requirements.

In our opinion, West Port Community Development District's complied, in all material respects, with the aforementioned requirements during the fiscal year ended September 30, 2021.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 17, 2022

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2022-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

WHEREAS, the District’s Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Annual Financial Report for Fiscal Year 2021;

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

1. The Audited Annual Financial Report for Fiscal Year 2021, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2021, for the period ending September 30, 2021; and
2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2021 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 13th day of September, 2022.

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

9

FIRST AMENDMENT TO FIELD OPERATIONS AGREEMENT

This First Amendment to the *Field Operations Agreement* (“**First Amendment**”) is made and entered into this ____ day of ____, 2022, by and between:

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

Evergreen Lifestyles Management, LLC, a Florida corporation, whose mailing address is 2100 S. Hiwassee Road, Orlando, Florida 32835 (“**Manager**,” together with District, “**Parties**”).

RECITALS

WHEREAS, on December 1, 2020, the District and the Manager entered into an agreement for field operations management services (“**Agreement**”) attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 13 of the Agreement, the parties desire to amend the Agreement to provide for additional service areas; and

WHEREAS, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

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 District and the Manager agree as follows:

SECTION 1. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this First Amendment.

SECTION 2. Section 3 of the Agreement is hereby amended to read as follows:

The District shall pay the Manager Four Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$4,583.33) monthly amounting to Fifty-Five Thousand Dollars (\$55,000) annually for the provision of field operations management services pursuant to the terms of this Agreement.

SECTION 3. The Agreement is hereby affirmed and shall remain in full force and effect, except as specifically amended by this First Amendment.

IN WITNESS WHEREOF, the parties execute this First Amendment to the *Field Operations Agreement* on the day and year first written above.

ATTEST:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EVERGREEN LIFESTYLES MANAGEMENT, LLC

By: _____

By: _____
Its: _____

Exhibit A: Field Operations Agreement

Exhibit A

FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT ("Agreement") is made and entered into this 1st day of December, 2020, by and between:

West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Charlotte County, Florida, 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. Hiwassee Road, Orlando, Florida 32835 ("**Manager**").

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, facilities 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, facilities 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 Manager 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:

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

Section 2. Manager's Obligation.

- A. *Field Operations Management.* The Manager shall provide the District with field operations management services for the Improvements, and shall designate a representative for purposes of reporting to and coordinating with the District ("**Manager's Representative**"). The Manager's Representative shall initially be _____, and Manager shall notify the District in writing of any change in the Manager's Representative. Manager shall be responsible for, and authorized to perform on behalf of the District, general oversight and management of the Improvements, as

further described in the "Scope of Services and Responsibilities" attached hereto as **Exhibit A**.

- B. *Inspection.*** The Manager shall conduct periodic inspections of all Improvements. In the event the Manager discovers any irregularities of, or needs of repair to, the Improvements, the Manager shall report same to the District Manager or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. *Notification of Emergency Repairs.*** The Manager shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs of which Manager is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- D. *Care of the Property.*** The Manager shall use commercially reasonable efforts to protect the District's property and the property of landowners or other entities from damage by the Manager, its employees or contractors. The Manager agrees to promptly repair any damage to such property resulting from the Manager's activities and work and to notify the District of the occurrence of such damage caused by the Manager's activities within forty-eight (48) hours.
- E. *Limitations on Manager's Duties.*** Notwithstanding anything contained herein to the contrary:
 - i.** The Manager shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Manager have the authority to approve change orders;
 - ii.** The Manager shall not be required to make exhaustive or continuous on-site inspections to check the District's property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid.

Section 3. Compensation. The District shall pay the Manager Eight Hundred Dollars (\$800.00) per month for the provision of field operations management services pursuant to the terms of this Agreement.

Section 4. Term.

- A.** The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2021, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.

- B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

Section 5. Insurance. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

Section 6. Indemnity. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

Section 7. Recovery of Costs and Fees. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

Section 8. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 9. Assignment. Neither Party may assign this Agreement without the prior written approval of the other.

Section 10. Independent Contractor Status. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

Section 11. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 12. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

Section 13. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Manager.

Section 14. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

Section 15. 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, and at the addresses first listed 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 Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Section 16. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Manager 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 Manager and their respective representatives, successors, and assigns.

Section 17. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Charlotte County, Florida.

Section 18. Public Records. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager 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 Manager 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 Manager 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 Manager'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 Manager, the Manager 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 MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'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.

Section 19. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 20. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a

dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

WEST PORT COMMUNITY DEVELOPMENT DISTRICT


Chairman, Board of Supervisors

EVERGREEN LIFESTYLES MANAGEMENT, LLC


By: 
Print Name: Kraig Coonick
Its: President / CEO

EXHIBIT A

Field Operations Management \$800 per month flat fee

Our Field Operation Manager will spend 12 hours per month providing the following services for the District:

- Weekly Landscape and Irrigation Inspections
- Bi-weekly Landscape Walk Through with Landscape & Irrigation Maintenance Supervisor
- Manager will review and sign off on CDD operational invoices.
- Assist the District in developing its annual operations & maintenance budget.
- Weekly Fountain Inspections
- Monthly Meetings with Fountain Maintenance Vendor
- Weekly Fountain & Entrance Lighting Checks
- Monthly Street & Street Sign Inspections
- Attendance at Monthly CDD meetings
- Attendance at all Developer Meetings (When Attendance is Requested)
- Monthly Reporting of District Needs Related to Landscaping, Lighting, Fountain, and Monument Repairs
- Facilitating and Assisting in Requests for Proposals for Maintenance Related Projects
- Assisting in the Preparation & Formulation of the District's Budget
- Responding & Addressing all Homeowner & Client Requests, Concerns & Questions via our 24-7 Customer Care Team
- Documenting, Reporting, & Working with Local Law Enforcement and First Responders on all Accidents and/or Vandalism to Occur on CDD Properly

EXHIBIT B
Insurance Certificate 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: Westfield Insurance Company
	INSURER B: Lloyd's of London
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	CWP8153453	7/28/2020	7/28/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						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	X	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO OWNED AUTOS ONLY	X	X	CWP8153453	7/28/2020	7/28/2021	BODILY INJURY (Per person)	\$
	X	SCHEDULED AUTOS HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
A	X	UMBRELLA LIAB						EACH OCCURRENCE	\$ 5,000,000
	X	EXCESS LIAB			CWP8153453	7/28/2020	7/28/2021	AGGREGATE	\$ 5,000,000
		CLAIMS-MADE							\$
		DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
		If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
A		Property			CWP8153453	7/28/2020	7/28/2021	SEE NOTES	
B		Professional Liabili			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	CANCELLATION
---------------------------	---------------------

West Port Community Development District
 c/o Wrathell Hunt & Associates
 2300 Glades Road #410W
 Boca Raton, FL 33431

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



ADDITIONAL REMARKS SCHEDULE

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

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 Hiawassee 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: \$1,000,00

Computer Program and Electronic Data Restoration Expense Limit: \$1,000,000



ADDITIONAL REMARKS SCHEDULE

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

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



ADDITIONAL REMARKS SCHEDULE

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

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

**ADDITIONAL REMARKS SCHEDULE**

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

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

fmsbonds
Municipal Bond Specialists

April 20, 2022

West Port Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite # 410W
Boca Raton, Florida 33431
Attention: Mr. Craig Wrathell

Re: West Port CDD, Series 2022 Bonds

Dear Mr. Wrathell:

We are writing to provide you, as the West Port Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,


accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

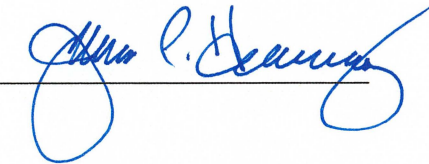
Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: 

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

11

West Port Community Development District
c/o Craig Wrathell, District Manager
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Letter Agreement for Acquisition of Utilities, Roadway and Stormwater Improvements & Work Product, Hammocks Phase III

Dear Craig,

Pursuant to the *Acquisition Agreement (Assessment Area Three Project)* among the District and the KL West Port LLC ("**Developer**") and KL JAK WP LLC, dated August 16, 2022 ("**Acquisition Agreement**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the West Port Community Development District ("**District**") certain utilities, roadway and stormwater improvements ("**Improvements**"), and work product ("**Work Product**") related to what is known as Hammocks Phase III, and all as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, the District agrees to pay from future bond proceeds the less of the Available Amount (defined below) or **\$3,060,211.59**, which latter amount represents the actual cost of constructing and/or creating the Improvements and Work Product.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The Developer agrees, at the direction of the District, to assist the District with the turn-over from the District and to Charlotte County all of the District's rights, title and interest in the utility improvements, including but not limited to completing any punch list items at the Developer's expense, warranting any such Improvements to the extent required by Charlotte County, and posting and maintaining any required maintenance bonds.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements.
- Note that the Developer and KL JAK WP LLC, both of which are parties to the Acquisition Agreement, hereby acknowledge and agree that the proceeds of the Series 2022 Acquisition and Construction Account ("**Fund**") are to be distributed on a pro rata basis, with the Developer eligible to receive a total of 45% of the Fund and KL JAK WP LLC eligible to receive

a total of 55% of the Fund. Because the Fund presently includes only a limited amount (\$2,042,020.31), the amount available to the Developer, as referenced above, is only \$918,909.14, plus 45% of whatever future amounts become available in the Fund pursuant to the applicable trust indenture (together, "Available Amount"), and the Developer agrees that any other amounts may be paid to KL JAK WP LLC pursuant to the Acquisition Agreement. The Developer releases the District from any claim for unpaid amounts beyond the Available Amount.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

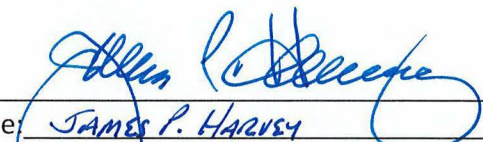
Agreed to by:

KL WEST PORT LLC

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

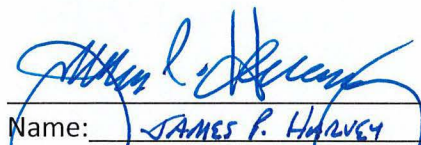


Chairman, Board of Supervisors


Name: JAMES P. HARVEY
Title: AUTHORIZED SIGNATORY

Acknowledged and agreed to by:

KL JAK WP LLC



Name: JAMES P. HARVEY
Title: AUTHORIZED SIGNATORY

EXHIBIT A

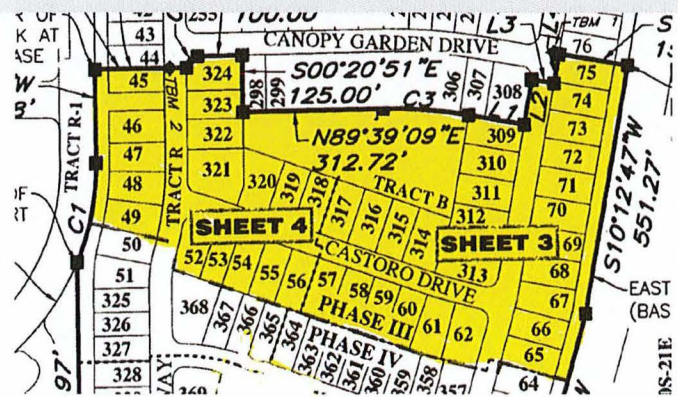
Description of Improvements & Work Product

Phase III Utilities Improvements: All potable water and wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, services, tees, equipment and appurtenances hereto, in each case located within or upon those certain portions of Tract R (designated as Castoro Drive and Sunset Preserve Way and further depicted below) and any Utility Easements, Hammocks at West Port Phases III & IV, as recorded in Plat Book 25, Pages 21A – 21F, of the Official Records of Charlotte County, Florida, and Tract R-1 (designated as Fiesta Drive), Tract R-2 (designated as Celebration Drive) and any Utility Easements, in the proposed plat titled *Hammocks at West Port Phase IIIB*, attached hereto as **Exhibit B**.

Phase III Roadway Improvements - All roads, pavement, sidewalks, curbing, and other related physical improvements within the rights-of-way located in Tract R (designated as Castoro Drive and Sunset Preserve Way and further depicted below), Hammocks at West Port Phases III & IV, as recorded in Plat Book 25, Pages 21A – 21F, of the Official Records of Charlotte County, Florida, and Tract R-1 (designated as Fiesta Drive) and Tract R-2 (designated as Celebration Drive), in the proposed plat titled *Hammocks at West Port Phase IIIB*, attached hereto as **Exhibit B**.

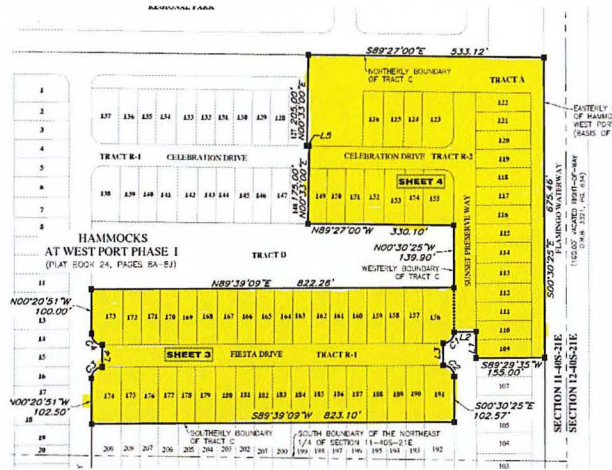
Phase III Drainage & Surface Water Management Improvements - All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts A and B (Drainage, Open Space/Access Area) and Tract R (designated as Castoro Drive and Sunset Preserve Way and further depicted below), and any "Drainage Easements" and "Drainage & Access Easements," Hammocks at West Port Phases III & IV, as recorded in Plat Book 25, Pages 21A – 21F, of the Official Records of Charlotte County, Florida, and Tract R-1 (designated as Fiesta Drive), Tract R-2 (designated as Celebration Drive), and Tract A and any "Public Drainage & Access Easement(s)", in the proposed plat titled *Hammocks at West Port Phase IIIB*, attached hereto as **Exhibit B**.

Hammocks at West Port Phases III & IV – Phase III Portion



[CONTINUED ON FOLLOWING PAGE]

Hammocks at West Port Phase IIIB – Phase III Portion



Phase III Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

Description	CDD Eligible Amount	Balance Owed
Roadway, Curb, and Sidewalk	\$1,922,405.55	\$0.00
Sanitary Sewer	\$310,809.68	\$0.00
Potable Water	\$263,949.20	\$0.00
Drainage	\$563,047.16	\$0.00
TOTAL:	\$3,060,211.59	\$0.00

HAMMOCKS AT WEST PORT PHASE IIIB

BEING A REPLAT OF ALL OF TRACT C, HAMMOCKS AT WEST PORT PHASE I, AS RECORDED IN PLAT BOOK 24, PAGES 8A-8J, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, LYING IN SECTION 11, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA



NOTE:
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF CHARLOTTE COUNTY HEALTH DEPARTMENT

I HEREBY CERTIFY THAT THE REQUIREMENTS OF THE COUNTY HEALTH DEPARTMENT HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT. CENTRAL WATER AND CENTRAL SEWAGE IS PROVIDED.

JOHANNA WHELAN _____ DATE _____
ENVIRONMENTAL ADMINISTRATOR

CERTIFICATE OF APPROVAL OF COUNTY ENGINEER

I THE UNDERSIGNED, COUNTY ENGINEER FOR CHARLOTTE COUNTY, FLORIDA, HEREBY CERTIFY THAT AN ACCEPTABLE INSTRUMENT OF AGREEMENT FOR GUARANTEEING SATISFACTORY CONSTRUCTION OF ALL IMPROVEMENTS IN ACCORDANCE WITH CHARLOTTE COUNTY SUBDIVISION REGULATIONS HAS BEEN PROVIDED. SAID AGREEMENT INCLUDES CONFORMANCE TO ALL CONSTRUCTION, PAVING AND DRAINAGE PLANS ON FILE IN THE PUBLIC WORKS DEPARTMENT AND WITH THE ACTION OF THE PLANNING AND ZONING BOARD GIVING APPROVAL OF THE PRELIMINARY PLAT.

JOANNE VERNON P.E. _____ DATE _____
COUNTY ENGINEER

CERTIFICATE OF APPROVAL OF PLANNING AND ZONING BOARD

THIS IS TO CERTIFY THAT THIS PLAT MEETS THE REQUIREMENTS OF THE CHARLOTTE COUNTY SUBDIVISION AND ZONING REGULATIONS AND CONFORMS TO THE CHARLOTTE COUNTY COMPREHENSIVE PLAN THIS _____ DAY OF _____, 2022 A.D.

MICHAEL L. GRAVESEN _____ DATE _____
CHAIRMAN

CERTIFICATE OF APPROVAL OF COUNTY CLERK

I HEREBY CERTIFY THAT THIS PLAT OF HAMMOCKS AT WEST PORT PHASE IIIB HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES. I FURTHER CERTIFY THAT THIS PLAT WAS FILED FOR RECORD AT _____ THIS _____ DAY OF _____, 2022 A.D. AND WAS DULY RECORDED IN PLAT BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

ROGER D. EATON _____
CLERK OF THE CIRCUIT COURT IN AND FOR CHARLOTTE COUNTY

CERTIFICATE OF APPROVAL OF COUNTY ATTORNEY

I HAVE EXAMINED AND APPROVED THIS PLAT FOR RECORDING.
THIS _____ DAY OF _____, 2022 A.D.

JANETTE S. KNOWLTON _____
COUNTY ATTORNEY

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

IT IS CERTIFIED THAT THIS PLAT HAS BEEN APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA THIS _____ DAY OF _____, 2022 A.D.

WILLIAM G. TRUEX _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF APPROVAL OF COUNTY SURVEYOR

KNOW ALL MEN THESE PRESENTS, THAT I, THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY CHARLOTTE COUNTY, HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177 OF THE FLORIDA STATUTES AND FIND THAT THE PLAT IS IN CONFORMANCE WITH THE PROVISIONS OF SAID CHAPTER.

JAMES KELLY DAVIS _____
COUNTY SURVEYOR, CHARLOTTE COUNTY, FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 7060

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF CHARLOTTE
KL WEST PORT LLC, A DELAWARE LIMITED LIABILITY COMPANY (AS THE "OWNER"), HEREBY STATE AND DECLARE THAT THEY ARE THE FEE SIMPLE OWNERS OF ALL THE LANDS DESCRIBED IN THIS PLAT OF HAMMOCKS AT WEST PORT PHASE IIIB (PLAT), A SUBDIVISION LYING IN SECTION 11, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA, AND HEREBY DEDICATE THE FOLLOWING:

- TO WEST PORT COMMUNITY DEVELOPMENT DISTRICT, ("CDD"), A SPECIAL PURPOSE UNIT OF LOCAL GOVERNMENT, TRACTS R-1 AND R-2 AS SHOWN AND DESCRIBED ON THIS PLAT OF HAMMOCKS AT WEST PORT PHASE IIIB FOR PUBLIC ROADWAY, INGRESS AND EGRESS, DRAINAGE, UTILITIES, AND OTHER PROPER PURPOSES.
- TO THE "CDD" TRACT A, AS WELL AS ALL DRAINAGE & ACCESS EASEMENTS, AND UTILITY EASEMENTS AS SHOWN AND DESCRIBED ON THIS PLAT FOR INGRESS AND EGRESS AS WELL AS FOR THE OWNERSHIP, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE, UTILITIES, LANDSCAPING, IRRIGATION, FENCING, AND OTHER CDD IMPROVEMENTS.
- TO CHARLOTTE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("COUNTY") AND THE LICENSED OR FRANCHISED PUBLIC UTILITIES SERVING THE SUBDIVISION, A NON-EXCLUSIVE UTILITY EASEMENT OVER TRACTS R-1 AND R-2, AND OVER THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS ("P.U.E.") AS SHOWN ON OR OTHERWISE NOTED ON THIS PLAT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THEIR RESPECTIVE FACILITIES, INCLUDING ELECTRIC, GAS, WATER, SEWER, REUSE WATER, CABLE TELEVISION OR OTHER PUBLIC OR PRIVATE UTILITY SERVICE, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF ANY ONE UTILITY SERVICE PROVIDER SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY OTHER UTILITY SERVICE PROVIDER AND, IN THE EVENT A UTILITY SERVICE PROVIDER DAMAGES THE FACILITIES OF ANOTHER UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. FURTHER PROVIDED, HOWEVER, THAT THE OWNER DOES HEREBY RESERVE UNTO THE OWNERS OF THE PROPERTY ON WHICH THE UTILITY EASEMENTS ARE LOCATED THE RIGHT TO USE SUCH PROPERTY FOR ANY LAWFUL PURPOSE THAT DOES NOT INTERFERE WITH THE PURPOSES DEDICATED TO THE COUNTY AND PUBLIC OR PRIVATE UTILITIES HEREIN.
- TO AMERIGAS PROPANE, L.P., A DELAWARE LIMITED PARTNERSHIP ("AMERIGAS") THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS ("P.U.E.") AS SHOWN ON THIS PLAT FOR THE UNDERGROUND INSTALLATION, MAINTENANCE OF AND TRANSMISSION OF LIQUEFIED PETROLEUM AND PROPANE GAS PIPELINES ALONG WITH SUCH ACCESS OR OTHER RIGHTS NECESSARY FOR SAID USAGE INCLUDING THE RIGHT TO INSTALL AND MAINTAIN RELATED EQUIPMENT, FURTHER PROVIDED, HOWEVER, THAT OWNER DOES HEREBY RESERVE UNTO THE OWNERS OF THE PROPERTY ON WHICH THE UTILITY EASEMENTS ARE LOCATED THE RIGHT TO USE SUCH PROPERTY FOR ANY LAWFUL PURPOSE THAT DOES NOT INTERFERE WITH THE PURPOSES DEDICATED TO AMERIGAS HEREIN.
- OWNER DOES HEREBY RESERVE AND RETAIN OWNERSHIP OF ALL TRACTS, ALL LANDS, EASEMENTS, AND OTHER INTERESTS NOT SPECIFICALLY DEDICATED ABOVE TO THE "COUNTY" OR THE "CDD".

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THE FORGOING THIS DAY _____ OF _____, 20____.

WITNESSES: _____
SIGN: _____ OWNER: KL WEST PORT LLC, A DELAWARE LIMITED LIABILITY COMPANY
PRINT: _____
SIGN: _____ BY: _____
PRINT: _____ JAMES P. HARVEY, AUTHORIZED SIGNATORY

ACKNOWLEDGMENT
STATE OF FLORIDA)
COUNTY OF _____) SS

I HEREBY CERTIFY ON THIS _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED, BY MEANS OF PHYSICAL PRESENCE JAMES P. HARVEY, AS AUTHORIZED SIGNATORY OF KL WEST PORT LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION ON BEHALF OF THE COMPANY.

WITNESS MY HAND AND SEAL AT _____ COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

CERTIFICATE OF ACCEPTANCE

WITNESSES: _____
SIGN: _____ OWNER: WEST PORT COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT
PRINT: _____
SIGN: _____ BY: _____
PRINT: _____ JAMES P. HARVEY, CHAIR PERSON

ACKNOWLEDGMENT
STATE OF FLORIDA)
COUNTY OF _____) SS

I HEREBY CERTIFY ON THIS _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED, BY MEANS OF PHYSICAL PRESENCE JAMES P. HARVEY, AS CHAIRPERSON OF WEST PORT COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT, WHO IS KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE FOREGOING CERTIFICATE OF ACCEPTANCE ON BEHALF OF THE DISTRICT.

WITNESS MY HAND AND SEAL AT _____ COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

DESCRIPTION

All of TRACT C, HAMMOCKS AT WEST PORT PHASE I, according to the plat thereof, as recorded in Plat Book 24, Pages 8A through 8J, of the Public Records of Charlotte County, Florida, lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida.

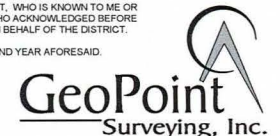
Containing 11.636 acres, more or less.

EXHIBIT B

SURVEYOR'S CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED, AND THAT THE PLAT IS BASED ON A BOUNDARY SURVEY PREPARED BY THIS FIRM AND THAT, TO THE BEST OF MY KNOWLEDGE, CONFORMS WITH THE FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.s) WERE INSTALLED ON _____ PERMANENT CONTROL POINTS (P.C.P.s) INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT (WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT OR PRIOR TO THE RELEASE OF THE IMPROVEMENT BOND).

DAVID A. WILLIAMS _____
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NO. 6423

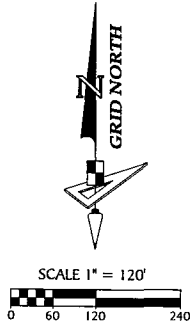


213 Hobbs Street Phone: (813) 248-8888
Tampa, Florida 33619 Fax: (813) 248-2266
www.geopointsurvey.com Licensed Business Number LB 77608

HAMMOCKS AT WEST PORT PHASE IIIB

BEING A REPLAT OF ALL OF TRACT C, HAMMOCKS AT WEST PORT PHASE I, AS RECORDED IN PLAT BOOK 24, PAGES 8A-8J, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, LYING IN SECTION 11, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA

BOUNDARY AND KEY SHEET



PLAT NOTES:

- BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE EASTERLY BOUNDARY OF HAMMOCKS AT WEST PORT PHASE I, AS RECORDED IN PLAT BOOK 24, PAGES 8A-8J, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, HAVING A GRID BEARING OF S.00°30'25"E. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) AS ESTABLISHED FROM A RTK GPS NETWORK.
- THE COORDINATE VALUES SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC SURVEY CONTROL POINTS AND WERE ESTABLISHED TO THIRD ORDER ACCURACY AS DEFINED BY THE STANDARDS AND SPECIFICATIONS FOR GEODETIC CONTROL NETWORKS, AS PUBLISHED BY THE FEDERAL GEODETIC CONTROL COMMITTEE DATED SEPTEMBER 1991 OR LATEST EDITION. CONTROL POINTS USED: ORIGINATING COORDINATES: STATION "MARDOCK 2 AZ MK"
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE FOR CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, NO SUCH SERVICE INTERFERES WITH THE FACILITIES OF ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
- ALL LINES INTERSECTING A CURVE ARE RADIAL (R) UNLESS OTHERWISE NOTED AS NON-RADIAL (NR).
- A 1/2 INCH DIAMETER IRON PIPE WITH CAP No. LB7768 WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.091 (9), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

TRACT TABULATION

TRACT "A"	4.050 ± ACRES	DRAINAGE AREA
TRACT "R-1"	0.887 ± ACRES	PUBLIC CDD RIGHT-OF-WAY
TRACT "R-2"	1.001 ± ACRES	PUBLIC CDD RIGHT-OF-WAY

TYPICAL LOT LINE EASEMENT NOTE:

UNLESS OTHERWISE INDICATED, THE FOLLOWING EASEMENTS SHALL APPLY TO ALL LOTS HEREON FOR THE PURPOSE OF OPERATION AND MAINTENANCE OF DRAINAGE AND UTILITIES:

FRONT YARD = 10 FEET
SIDE YARD = 5 FEET
REAR YARD = 5 FEET

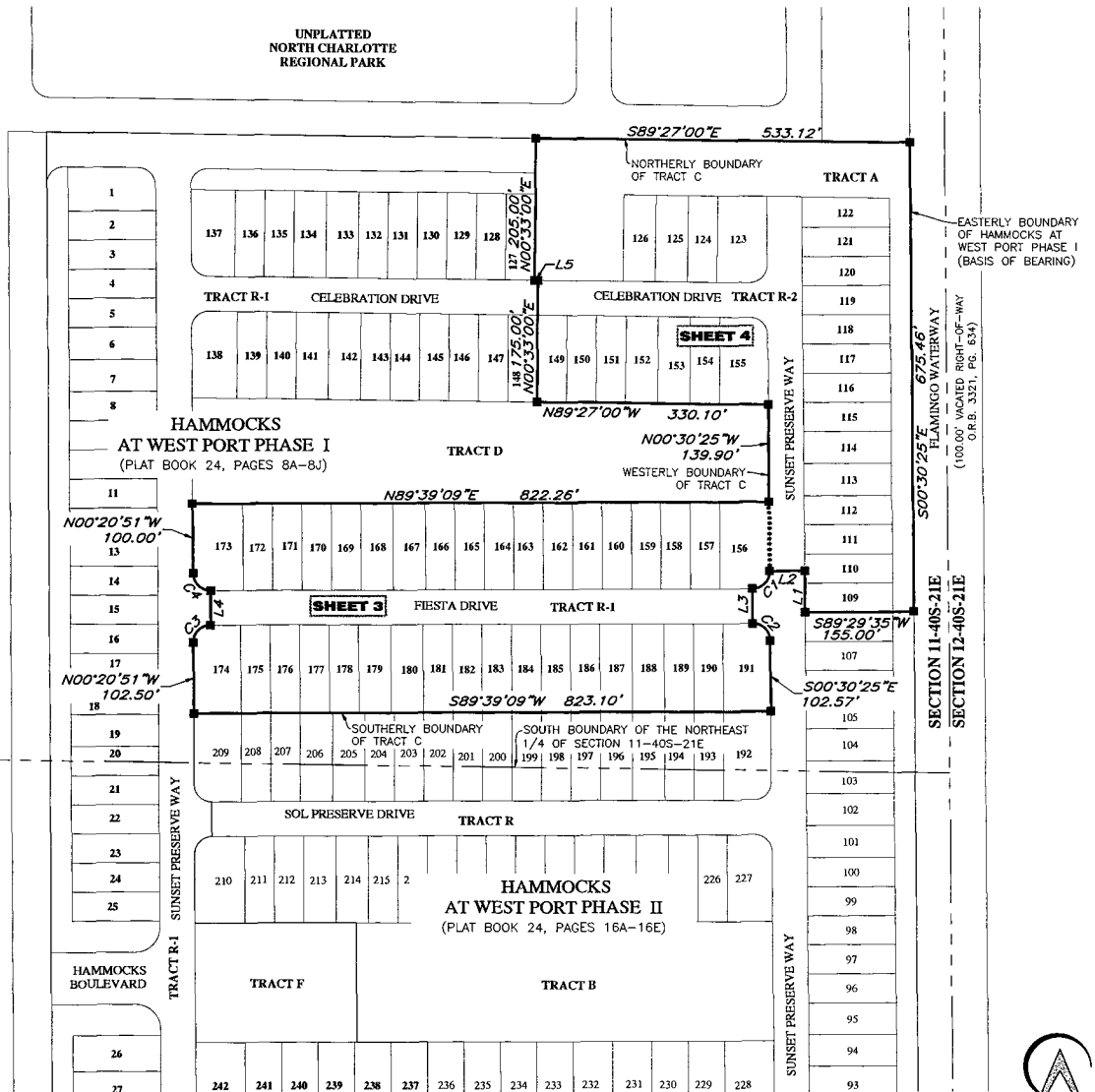
FOR BUILDING SITES GREATER THAN THE AREA OF ONE PLATTED LOT IS USED, AND NO UTILITIES EXIST, THE OVERALL BOUNDARY OF SAID BUILDING SITE SHALL BE SUBJECT TO THIS LOT LINE EASEMENTS.

LEGEND:

- --- (P.R.M.) 4"x4" Concrete Monument LB#7768
- --- 4"x4" Concrete Monument "Charlotte County Survey Division"
- --- Parker-Kalon Nail and Disk "Charlotte County Survey Division"
- C.C.R. --- Certified Corner Record
- P.U.E. --- Public Utility Easement
- O/A --- Overall
- P.D.A.E. --- Public Drainage & Access Easement
- NR --- Non Radial
- TBM --- Temporary Benchmark
- MC --- McKim & Creed

DATUM NOTE:

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) BASED ON NATIONAL GEODETIC SURVEY BENCHMARK "G 636", HAVING A PUBLISHED ELEVATION OF 10.97 FEET (NAVD 88)



GeoPoint
Surveying, Inc.

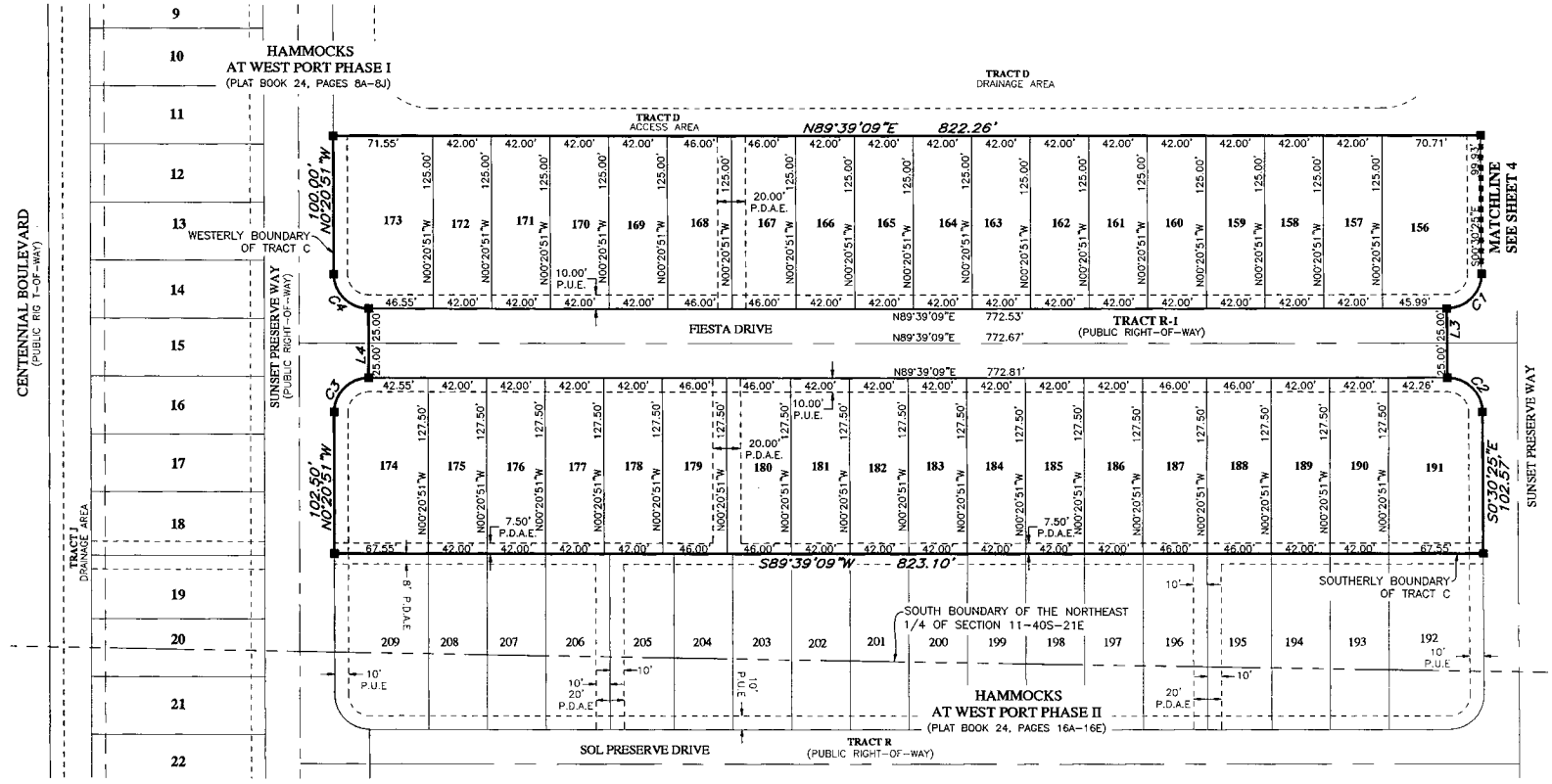
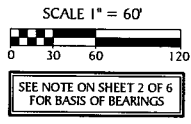
213 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com

Phone: (813) 248-8888
Fax: (813) 248-2266
Licensed Business Number LB 7768

SHEET 2 OF 4 SHEETS

HAMMOCKS AT WEST PORT PHASE IIIB

BEING A REPLAT OF ALL OF TRACT C, HAMMOCKS AT WEST PORT PHASE I, AS RECORDED IN PLAT BOOK 24, PAGES 8A-8J, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, LYING IN SECTION 11, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA



- LEGEND:**
- --- (P.R.M.) 4"x4" Concrete Monument LB#7768
 - --- 4"x4" Concrete Monument "Charlotte County Survey Division"
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 - TBM --- Temporary Benchmark
 - MC --- McKim & Creed

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	25.00'	90°09'34"	39.34	35.40	S44°34'22"W
C2	25.00'	89°50'26"	39.20	35.31	S45°25'38"E
C3	25.00'	90°00'00"	39.27	35.30	N44°39'09"E
C4	25.00'	90°00'00"	39.27	35.30	N45°20'51"W

LINE DATA TABLE

NO.	BEARING	LENGTH
L3	S00°40'00"E	50.00'
L4	N00°20'51"W	50.00'

- EASEMENT LEGEND:**
- (A) Utility Easements to Florida Power and Light Company Per O.R.B. 3317, Pg. 243
 - (B) Utility Easement to Comcast Cablevision of West Florida Per O.R.B. 1854, Pg. 1952
 - (C) Utility Easement to Comcast Cable Communications Per O.R.B. 3317, Pg. 446
 - (D) Utility Easement to Comcast Cable Communications Per O.R.B. 3317, Pg. 451

PARALLEL OFFSET DIMENSION NOTE:
 EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00') (IE: 7.5' = 7.50')

GeoPoint Surveying, Inc.
 213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Fax: (813) 248-2266
 Licensed Business Number: LB 7768

SHEET 3 OF 4 SHEETS

HAMMOCKS AT WEST PORT PHASE IIIB

BEING A REPLAT OF ALL OF TRACT C, HAMMOCKS AT WEST PORT PHASE I, AS RECORDED IN PLAT BOOK 24, PAGES 8A-8J, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, LYING IN SECTION 11, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA

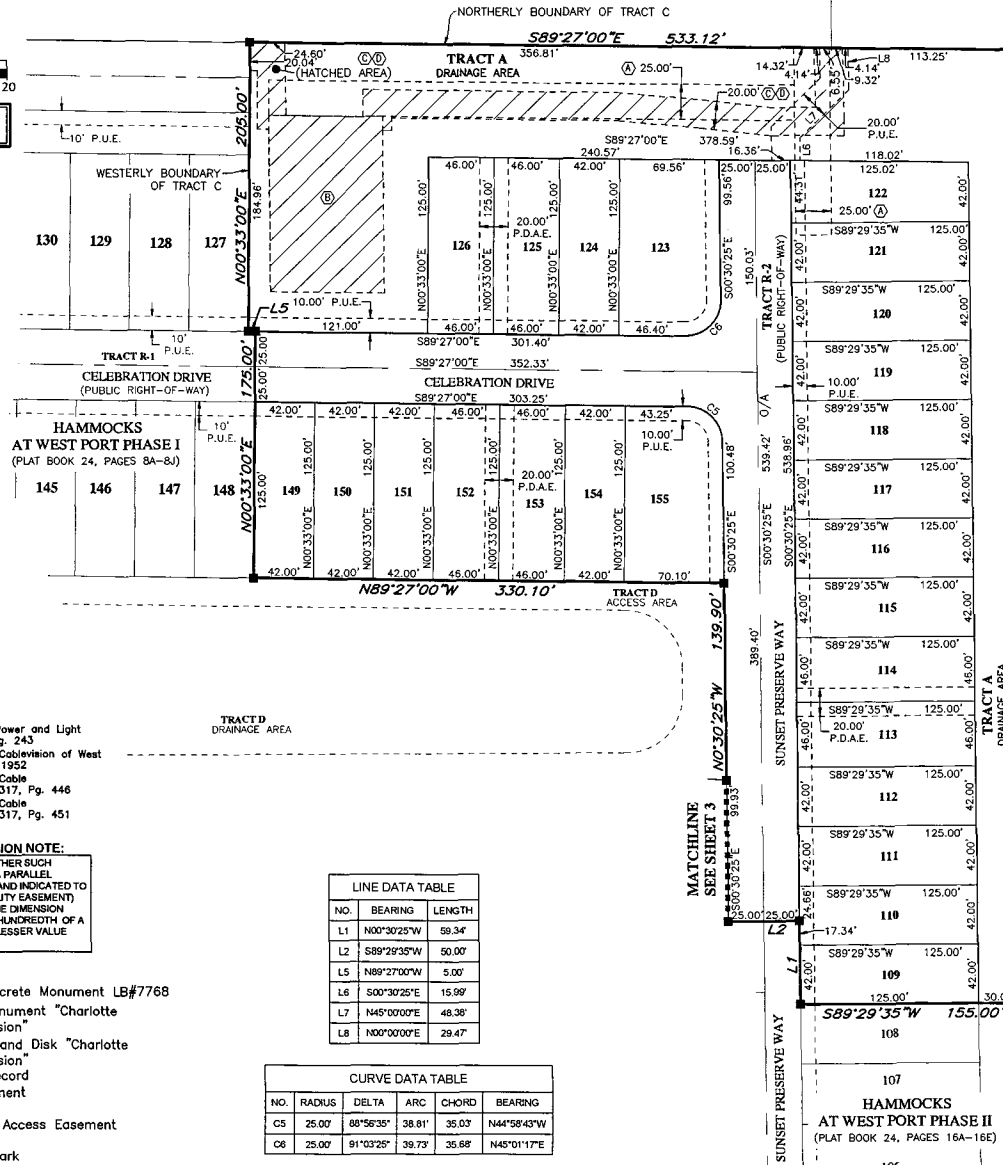


SCALE 1" = 60'



SEE NOTE ON SHEET 2 OF 6 FOR BASIS OF BEARINGS

UNPLATTED
NORTH CHARLOTTE
REGIONAL PARK



- EASEMENT LEGEND:**
- (A) Utility Easements to Florida Power and Light Company Per O.R.B. 3317, Pg. 243
 - (B) Utility Easement to Comcast Cablevision of West Florida Per O.R.B. 1854, Pg. 1932
 - (C) Utility Easement to Comcast Cable Communications Per O.R.B. 3317, Pg. 446
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 - P.D.A.E. --- Public Drainage & Access Easement
 - NR --- Non Radial
 - TBM --- Temporary Benchmark
 - MC --- McKim & Creed

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N00°30'25"W	59.34'
L2	S89°29'35"W	50.00'
L5	N89°27'00"W	5.00'
L6	S00°30'25"E	15.99'
L7	N45°00'00"E	48.38'
L8	N00°00'00"E	29.47'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C5	25.00'	88°56'35"	38.81'	35.03'	N44°58'43"W
C6	25.00'	91°03'25"	39.73'	35.68'	N45°01'17"E

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SHEET 4 OF 4 SHEETS

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

12

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	West Port Community Development District
Name of stormwater utility, if applicable:	
Contact Person	
Name:	Mr. Craig Wrathell
Position/Title:	Managing Member
Email Address:	wrathellc@whhassociates.com
Phone Number:	(561) 571-0010

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWWMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

The West Port Community Development District stormwater management system consists of excavated stormwater management retention areas, drainage pipes, catch basins, swales, berms and water control structures. The District maintains ownership of the stormwater management system and is responsible for the operation and maintenance.

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?

If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?

If no, do you have another funding mechanism?

If yes, please describe your funding mechanism.

Annual Tax Assessment
- Does your jurisdiction have a Stormwater Master Plan or Plans?

If Yes:

How many years does the plan(s) cover?

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

No.

Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?

If Yes, does it include 100% of your facilities?

If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	No
An illicit discharge inspection and elimination program?	No
A public education program?	No
A program to involve the public regarding stormwater issues?	No
A “housekeeping” program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	No
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	No
A system for managing stormwater complaints?	Yes
Other specific activities?	

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Yes

Notes or Comments on the above:

New development within the West Port Community typically dedicates their proposed stormwater infrastructure to be owned and maintained by the CDD.

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	Yes
Sediment removal from the stormwater system (vacator trucks, other)?	Yes
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	No
Street sweeping?	Yes
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	No
Non-structural programs like public outreach and education?	No
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:	9.00	Miles
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:	2,270.00	Feet
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):	27	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :	0	
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):	0	
Number of stormwater treatment wetland systems:	0	
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes	No	No
Rain gardens	No	No
Green roofs	No	No
Pervious pavement/pavers	No	No
Littoral zone plantings	Yes	Yes
Living shorelines	No	No
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
 - GIS program
 - MS4 permit application
 - Aerial photos
 - Past or ongoing budget investments
 - Water quality projects
- Other(s):
- Civil engineering plans within the West Port Community.

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

The stormwater service area for the West Port Community Development District is within Charlotte County and much smaller than the Charlotte County overall boundary.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

The service area is expected to grow from an existing 420 acres to about 600 acres in the next 20 years based on anticipated private development expansion with stormwater improvements dedicated to the CDD.

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs	23	121	135	152	171
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, *etc.* Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, *etc.*, that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify: <input type="text"/>
<input type="checkbox"/>	Other(s): <input type="text"/>

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
 - If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
 - If yes, please provide a link if available:
 - If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	0	0	0	0	0	0	0
2017-18	0	0	0	0	0	0	0
2018-19	0	0	0	0	0	0	0
2019-20	0	0	0	0	0	0	0
2020-21	13	13	0	0	0	0	0

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	121	135	152	171
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	121	135	152	171

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A				
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0

Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0
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WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

13

**AMENDMENT TO
LANDSCAPE AND IRRIGATION SERVICES AGREEMENT¹**

THIS AMENDMENT LANDSCAPE AND IRRIGATION SERVICES AGREEMENT ("Amendment") is made and entered, and effective as of July 31, 2022, by and between:

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

Vision Landscape Services of Florida, Inc., a Florida corporation, whose mailing address is 8789 Commerce Drive, Bonita Springs, Florida 34135 ("**Contractor**").

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, because the District had a need to retain an independent contractor to provide landscape and irrigation services, both within and around the District, on or around August 23, 2021, the District and Contractor entered into the *Landscape and Irrigation Services Agreement* ("**Agreement**"); and

WHEREAS, Section 27 of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both the District and the Contractor; and

WHEREAS, the parties desire to amend Exhibit A and Exhibit B of the Agreement to revise the scope of services and adjust the compensation as restated in the **Exhibit A** ("**Scope of Services**") and **Exhibit B** ("**Proposal Pricing**") attached hereto; and

WHEREAS, each of the parties has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each of the parties has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each of the parties hereto.

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 District and Engineer agree as follows:

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Amendment.

SECTION 2. Exhibit A of the Agreement is hereby amended to reflect the revised scope of services identified in **Exhibit A** attached hereto.

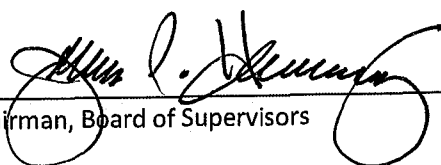
¹ This amendment supersedes and replaces any prior version of the Agreement or change orders.

SECTION 3. Exhibit B of the Agreement is hereby amended to reflect the revised proposal pricing and compensation as identified in **Exhibit B and Exhibit B1** attached hereto.

SECTION 4. Except as specifically amended above, the Agreement shall remain in full force and effect, unaltered by this Amendment. The Agreement shall be otherwise amended to conform with the attached Exhibits.

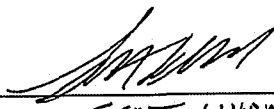
IN WITNESS WHEREOF, the parties execute this Amendment the day and year first written above.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT



Chairman, Board of Supervisors

VISION LANDSCAPE SERVICES OF FLORIDA, INC.



By: SCOTT WHONKHAN
Its: PRESIDENT

EXHIBIT A: Scope of Services
EXHIBIT B: Proposal Pricing
EXHIBIT B1: Addendum to Scope of Services (February, April and July 2022)

EXHIBIT A:
PART 1
GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two
weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. And the mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must used in a counter clock direction. This is to re- introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at-water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of

the lake bank and increase the chances for pond bank erosion. Also when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with

the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of West Port. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post- emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD

GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblines expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Charlotte County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR

WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF CHARLOTTE COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
December	SRN (Slow Release Nitrogen applied at 1.0 lbs.
N/1000 SF October	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
May	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
December	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs.
N/1000 SF September	Nitrogen (soluble Nitrogen applied at 0.5 lbs.
N/1000 SF November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal.
H2O/1,000 SF) September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well

as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION: For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (February, May, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (February, May, October & December). 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days

in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3 **PEST CONTROL**

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target- specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 2,200 zones, 22 controllers, 2 pump stations & 1 well).

These inspections shall include:

1. Irrigation Controllers
2. Semi automatic start of the automatic irrigation controller
3. Check for proper operation
4. Program necessary timing changes based on site conditions & time DST
5. Lubricate and adjust mechanical components
6. Test back up programming support devices
7. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Charlotte County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5
INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Coco Brown Mulch up to twice per year during the months of April and October. Pine Straw buffer area on Centennial Parkway mulched twice per year. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately **3,305** annuals in 4" pots up to two (2) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

November through March

Client Choice of Flower Types

April through October

Client Choice of Flower Types

The District reserves the right to subcontract out any and all annual installation events.

**EXHIBIT B:
PROPOSAL FORM - PART IV PRICING**

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **\$ 182,544.00 Yr** (based on 2021 Area Measurements; then **\$23.04** per additional 1000 sq. ft. of St. Augustine, **\$22.81** per additional 1000 sq ft Bahiagrass, **\$23.78** per additional 1000 sq ft Ornamental Beds, **\$17.26** per additional 1000 sq ft non-irrigated natural areas, and **\$1.66/month** per additional Sabal Palm to trim)

Storm Cleanup \$75.00/hr

Freeze Protection (description of ability): Cover all seasonable flowers with frost cloth

\$1,350/application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)

Hand Watering: \$45.00/hr for employee with hand-held host \$175.00/hr for water/tanker truck

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials) **\$ 19,975.00 Yr** (based on 2021 Area Measurements then \$ per additional 1000 sq. ft. noted in tables below)
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	18-0-4 w/ Pre-em	1#N	900	\$1,572.00, then \$7.20 per add'l.1000 sq ft
May	24-0-10	.5#N	450	\$425.00, then \$1.93 per add'l. 1000 sq ft
October	18-0-4 w/ Pre-em	1#N	900	\$1,572.00, then \$7.20 per add'l. 1000 sq ft
December	24-0-10	1#N	900	\$852.00, then \$3.86 per add'l. 1000 sq ft
BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	18-0-4 w/ Pre-em	1#N	900	\$770.00, then \$7.20 per add'l. 1000 sq ft
May	24-0-10	.5#N	450	\$425.00, then \$1.93 per add'l. 1000 sq ft
October	18-0-4 w/ Pre-em	1#N	900	\$770.00, then \$7.20 per add'l. 1000 sq ft
December	24-0-10	1#N	900	\$425.00, then \$3.86 per add'l. 100 sq ft
ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	8-2-12	1.5#N	1800	\$2,092.00 then \$7.39 per add'l. 1000 sq ft
May	8-2-12	1.5#N	1800	\$2,092.00 then \$7.39 per add'l. 1000 sq ft
October	8-2-12	1.5#N	1800	\$2,092.00 then \$7.39 per add'l. 1000 sq ft

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	8-2-12 w/4%MG	5-10 pounds	1300	\$1,722.00, then \$14.00 per add'l. palm
May	8-2-12 w/4%MG	5-10 pounds	1300	\$1,722.00, then \$14.00 per add'l. palm
October	8-2-12 w/4%MG	5-10 pounds	1300	\$1,722.00, then \$14.00 per add'l. palm
December	8-2-12 w/4%MG	5-10 pounds	1300	\$1,722.00, then \$14.00 per add'l. palm

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ 10,260.00 Yr

(based on 2021 Area Measurements then \$16.71 per additional 1000 sq. ft. of turf and/or ornamental beds)

(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally

divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ 6,216.00/Yr (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)
Royal Palms	123	1	\$12.63	\$1,554.00, then \$12.63 per addl. palm
Royal Palms	123	1	\$12.63	\$1,554.00, then \$12.63 per addl. palm
Royal Palms	123	1	\$12.63	\$1,554.00, then \$12.63 per addl. palm
Royal Palms	123	1	\$12.63	\$1,554.00, then \$12.63 per addl. palm

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. **\$ 3,378.00** based on (2) applications/Yr (based on 2021 measurements, then **\$3.33** per addl. 1000 sq ft)

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials)
Measurements then \$12.50 per additional irrigation zone)

\$ 18,000/Yr (based on 2021 Area

Freeze Protection (description of ability) Blow out system lateral lines

\$2,000.00/application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate \$ 95.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

748 CY Grade "A" Coco Brown Mulch per specs for the first top-dressing at
\$ 127.29/CY (October Application)

And OPTIONAL 2ND

748 CY Grade "A" Coco Brown Mulch per specs for the second top-dressing at
\$ 127.29/CY (April Application)

Installation of Grade "A" Coco Brown Mulch \$190,425.84/Yr (This is the total cost if both topdressings are performed - do not include in Grand Total)

(based on 2021 Area Measurements then \$337.00 per additional 1000 sq ft per mulch application)

205 CY Pine Straw per specs for the first top-dressing at
\$ 72.32/CY (*October* Application)

205 CY Pine Straw per specs for the first top-dressing at
\$ 72.32/CY (*April* Application)

Installation Pine Straw Mulch \$29,550.00/Yr (This is the total cost if both topdressings are performed - do not include in Grand Total)

(based on 2021 Area Measurements then \$275.00 per additional 1000 sq. ft.)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

Contractor shall install **3,305** (4") annuals two (2) times per year **per specs** at the direction of the District at **\$3.99/annual**.

\$ 13,201.00/rotation

\$ 26,402.00/Yr (based on two (2) rotations) **(Do not include in Grand Total)**
(based on 2021 Area Measurements then **\$3.99** per additional annual)

The District reserves the right to subcontract any annual installation to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$230,779.00/Yr (FISCAL YEAR 2022 – i.e., through September 30, 2022)

FIRST ANNUAL RENEWAL	\$ 230,779.00/Yr* (FISCAL YEAR 2023)
SECOND ANNUAL RENEWAL	\$ 242,318.00/Yr* (FISCAL YEAR 2024)
THIRD ANNUAL RENEWAL	\$ 242,318.00/Yr* (FISCAL YEAR 2025)

***Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$43.00_Hour
B.	Bush-Hog w/operator	\$55.00_Hour
C.	Tractor w/operator	\$52.00_Hour
D.	Supervisor with Transportation	\$70.00_Hour
E.	Laborer with hand equipment	\$43.00_Hour
F.	Truck w/driver	\$70.00_Hour
G.	Irrigation Tech	\$70.00_Hour
H.	Granular Pesticide Applicator Person with Drop Spreader	\$70.00_Hour
I.	Liquid Pesticide Applicator Person with Spray Truck	\$70.00_Hour
J.	Granular Fertilizer Applicator Person with Drop Applicator	\$45.00_Hour
K.	Liquid Fertilizer Applicator Person with Spray Truck	\$70.00_Hour
L.	Granular Weed Control Applicator Person with Drop Applicator	\$70.00_Hour
M.	Liquid Weed Control Applicator Person with Spray Truck	\$70.00_Hour
N.	Laborer for Additional Trash Pick-Up	\$40.00_Hour
O.	Lump Sum Mowing ⁽¹⁾ , entire community	\$1,720.00_Per Mow

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

	\$	40.00 per Hour
Laborer with Hand Tools	\$	43.00 per Hour
Laborer with Chainsaw	.	.

B. Debris removal equipment unit costs:

Wheel Loader	\$	200.00 per Hour
Dump Truck	\$	150.00 per Hour
Chipper	.	.

C. Other emergency/disaster related unit costs:

Bucket Truck	\$	250.00 per Hour
Dump Truck debris disposal fee	\$	175.00 per Hour
	.	.

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

EXHIBIT B1:
Addendum to Scope of Services (February, April and July 2022 Additions)²

Addendum Detail

	Monthly Cost Increase	Area # on MAP
Additions as of February 1, 2022		
General Landscape Maintenance and Irrigation Maintenance		
North Landscape and Turf Bed next to Track H (St. Augustine 26,000 sq. ft., \$23.04 per 1000 sq ft)	\$599.04	1
North Landscape and Turf Bed next to Track H (Ornamental Beds 6,500 sq. ft., \$23.78 per 1000 sq ft)	\$154.57	1
Hammocks Entrance Center Island and Playground Parking Island (St. Augustine Turf 2,000 sq. ft., \$23.04 per 1000 sq ft)	\$46.28	2
Hammocks Entrance Center Island and Playground Parking Island (Ornamental Beds 12,000 sq. ft., \$23.78 per 1000 sq ft)	\$285.36	2
New West Entrance on U.S. 41 (St. Augustine Turf 2,000 sq. ft., \$23.04 per 1000 sq ft)	\$46.08	3
New West Entrance on U.S. 41 (Ornamental Beds 15,000 sq. ft., \$23.78 per 1000 sq ft)	\$356.70	3
Bahia Grass left of entry and Lake Bank right of entry (36,000 sq. ft. \$22.81 per 1000 sq ft)	\$821.16	3
Additional Irrigation Zones- (10) @ 12.50 per zone/ monthly	\$125.00	
Fertilization Additions		
North Landscape and Turf Bed next to Track H (St. Augustine 26,000 sq. ft., 4 applications per year, \$20.19 per 1000 sq ft)	\$33.65	1
North Landscape and Turf Bed next to Track H (Ornamental Beds 6,500 sq. ft., \$22.17 per 1000 sq ft)	\$12.00	1
Hammocks Entrance Center Island and Playground Parking Island (St. Augustine Turf 2,000 sq. ft., 4 applications per year \$20.19 per 1000 sq ft)	\$3.36	2
Hammocks Entrance Center Island and Playground Parking Island (Ornamental Beds 12,000 sq. ft., \$22.17 per 1000 sq ft)	\$22.17	2
New West Entrance on U.S. 41 (St. Augustine Turf 2,000 sq. ft., 4 applications per year, \$20.19 per 1000 sq ft)	\$3.36	3
New West Entrance on U.S. 41 (Ornamental Beds 15,000 sq. ft., \$22.17 per 1000 sq ft)	\$27.71	3
Bahia Grass left of entry and Lake Bank right of entry (36,000 sq. ft. \$20.19 per 1000 sq ft)	\$60.57	3
Monthly Increase	\$2,597.01	

Additional \$1,663.00 for Pest Control Allowance based on 99,500 total square ft of turf and ornamentals @ \$16.71 per 1000 sq ft NOT INVOICED MONTHLY

Additions as of April 1st

General Landscape Maintenance and Irrigation Maintenance		
Right of entrance off El Jobean Road (Bahagrass 18,000 sq ft, \$22.81 per 1000 sq ft)	\$410.58	4
Right of entrance off El Jobean Road (Ornamental Beds 13,000 sq ft, \$23.78 per 1000 sq ft)	\$309.14	4
Community Playground Hammocks entry (St. Augustine 9,000 sq ft, \$23.04 per 1000 sq ft)	\$207.36	5
Community Playground Hammocks entry (Bahagrass lakebank 2,000 sq ft, \$22.81 per 1000 sq ft)	\$45.62	5
Community Playground Hammocks entry (ornamental beds 13,000 sq ft, \$23.78 per 1000 sq ft)	\$309.14	5
Entrance Lennar Condominiums (St. Augustine 10,000 sq ft, \$23.04 per 1000 sq ft)	\$230.40	6
Entrance Lennar Condominiums (Ornamental Beds 5,000 sq ft, \$23.78 per 1000 sq ft)	\$118.90	6
Buffer Landscape behind Lennar Condominiums (Ornamental Beds 7,000, \$23.78 sq ft per 1000 sq ft)	\$166.46	7
Additional Irrigation Zones- (12) \$12.50 per zone/month	\$150.00	
Fertilization Additions		

² The monthly costs outlined above in Exhibit B1 were not included in the restated Exhibit B attached hereto. Instead the cost of the services in Exhibit B1 are in addition to the total cost of Parts 1, 2, 3, and 4 of the Proposal Pricing in Exhibit B.

Right of entrance off El Jobean Road (Bahigrass 18,000 sq ft, \$20.19 per 1000 sq ft)	\$30.29	4
Right of entrance off El Jobean Road (Ornamental Beds 13,000 sq ft, \$22.17 per 1000 sq ft)	\$24.01	4
Community Playground Hammocks entry (St. Augustine 9,000 sq ft, \$20.19 per 1000 sq ft)	\$15.14	5
Community Playground Hammocks entry (Bahigrass lakebank 2,000 sq ft, \$20.19 per 1000 sq ft)	\$3.36	5
Community Playground Hammocks entry (ornamental beds 13,000 sq ft, \$22.17 per 1000 sq ft)	\$24.01	5
Entrance Lennar Condominiums (St. Augustine 10,000 sq ft, \$20.19 per 1000 sq ft)	\$16.83	6
Entrance Lennar Condominiums (Ornamental Beds 5,000 sq ft, \$22.17 per 1000 sq ft)	\$9.24	6
Buffer Landscape behind Lennar Condominiums (Ornamental Beds 7,000 sq ft, \$22.17 per 1000 sq ft)	\$12.93	7

Monthly Increase **\$2,083.41**

Additional \$1,287.00 for Pest Control Allowance based on 77,000 total square ft of turf and ornamentals @ \$16.71 per 1000 sq ft NOT INVOICED MONTHLY

Additions as of July 1st

General Landscape Maintenance and Irrigation Maintenance

Palms entrance (St. Augustine 24,000 sq ft, \$23.04 per 1000 sq ft)	\$552.96	8
Palms entrance (Ornamental beds 16,000 sq ft, \$22.81 per 1000 sq ft.)	\$364.96	8
Palms entrance lakebank (Bahigrass 16,000 sq ft, \$22.81 per 1000 sq ft)	\$364.96	9
Hardwood buffer area behind Ryan Homes (non-irrigated Bahigrass, 17,000 sq ft, \$13.30 per 1000 sq ft)	\$226.10	10
Maintenance/weed control of (72) Hardwood trees North Buffer Trac E (72, \$3.00 per tree)	\$216.00	11
Maintenance/weed control of (95) Hardwood trees West Buffer Trac E (95, \$3.00 per tree)	\$285.00	11
Additional Irrigation Zones- (9) \$12.50 per zone	\$112.50	8

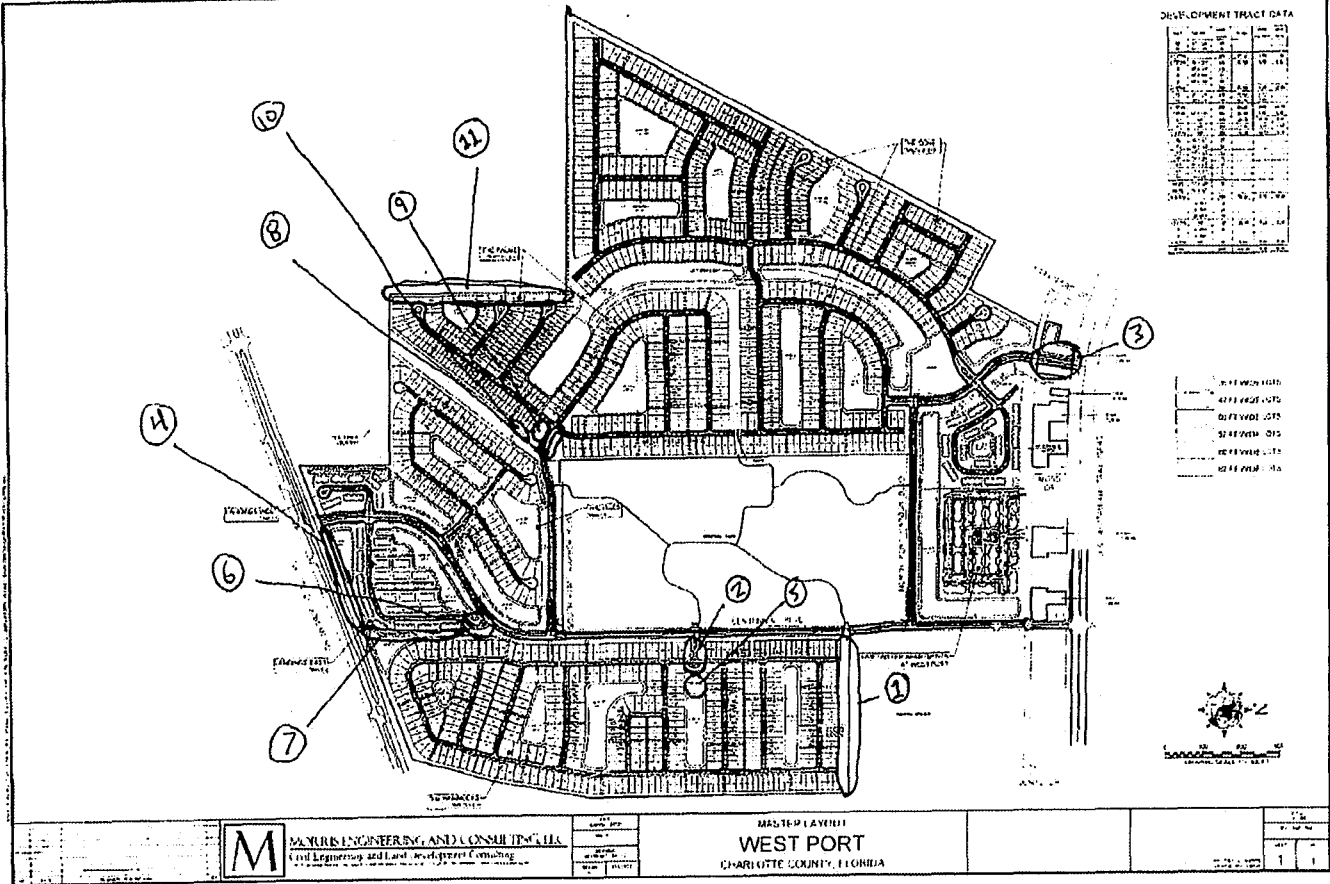
Fertilization Additions

Palms entrance (St. Augustine 16,000 sq ft, \$20.19 per 1000 sq ft)	\$40.38	8
Palms entrance (Ornamental beds 16,000 sq ft, \$22.17 per 1000 sq ft.)	\$29.56	6
Palms entrance Royal Palm fertilizer (28 Royal Palms, \$14.00 per palm, 4x per yr)	\$10.83	8
Palms entrance lakebank (Bahigrass 16,000 sq ft, \$20.19 per 1000 sq ft)	\$26.92	9

Monthly Increase **\$2,230.17**

Additional \$935.76 for annual Pest Control Allowance based on 56,000 total square ft of St. Augustine turf and Ornamentals @ \$16.71 per 1000 sq ft NOT INVOICED MONTHLY

Maintenance Map (February, April and July 2022 Additions)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2021

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 Brown & Brown Of Florida, Inc. 6611 Orion Blvd Suite 201 Fort Myers FL 33912	CONTACT NAME: PHONE (A/C, No, Ext): 239-274-1438		FAX (A/C, No): 239-274-5306
	E-MAIL ADDRESS: lfrost@bbswfla.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED 10437 Vision Landscape Services of Florida, Inc. 8789 Commerce Drive Bonita Springs FL 34135	INSURER A: Southern-Owners Insurance Company		10190
	INSURER B: FCCI Insurance Group		5432
	INSURER C: Auto-Owners Insurance Company		18988
	INSURER D: FCCI Insurance Company		10178
	INSURER E: The Hanover Insurance Group, Inc.		58505
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1902458599

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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			20869664	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5186966400	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5186966401	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC010005930002	8/1/2020	8/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Agricultural Products Dealer Bond Leased & Rented equipment Scheduled equipment			60011441 IHJH33327300	9/18/2020 8/1/2020	9/18/2021 8/1/2021	Bond Limit \$100,000 Leased/Rented \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Landscape Contractor
 The West Port Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds, and a 30 Day Notice of Cancellation applies in favor of the Additional Insureds 10 days for non-payment

CERTIFICATE HOLDER**CANCELLATION**

West Port Community Development District
 2300 Glades Road #410W
 Boca Raton FL 33431

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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WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

14A

CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2022, by and between:

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

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

RECITALS

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

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

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

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

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

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

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

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

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

SECTION 2. SCOPE OF WORK.

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

- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

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

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

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

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

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

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The

Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

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

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

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

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

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

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

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or

create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

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

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

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

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

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

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

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

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and,

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

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

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

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

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

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

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____

Its: _____

COVE AT WEST PORT COMMUNITY ASSOCIATION, INC.

By: _____

Its: _____

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

EXHIBIT A SCOPE OF WORK

DISTRICT IMPROVEMENTS

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

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

MAINTENANCE PROGRAM

Weekly:

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

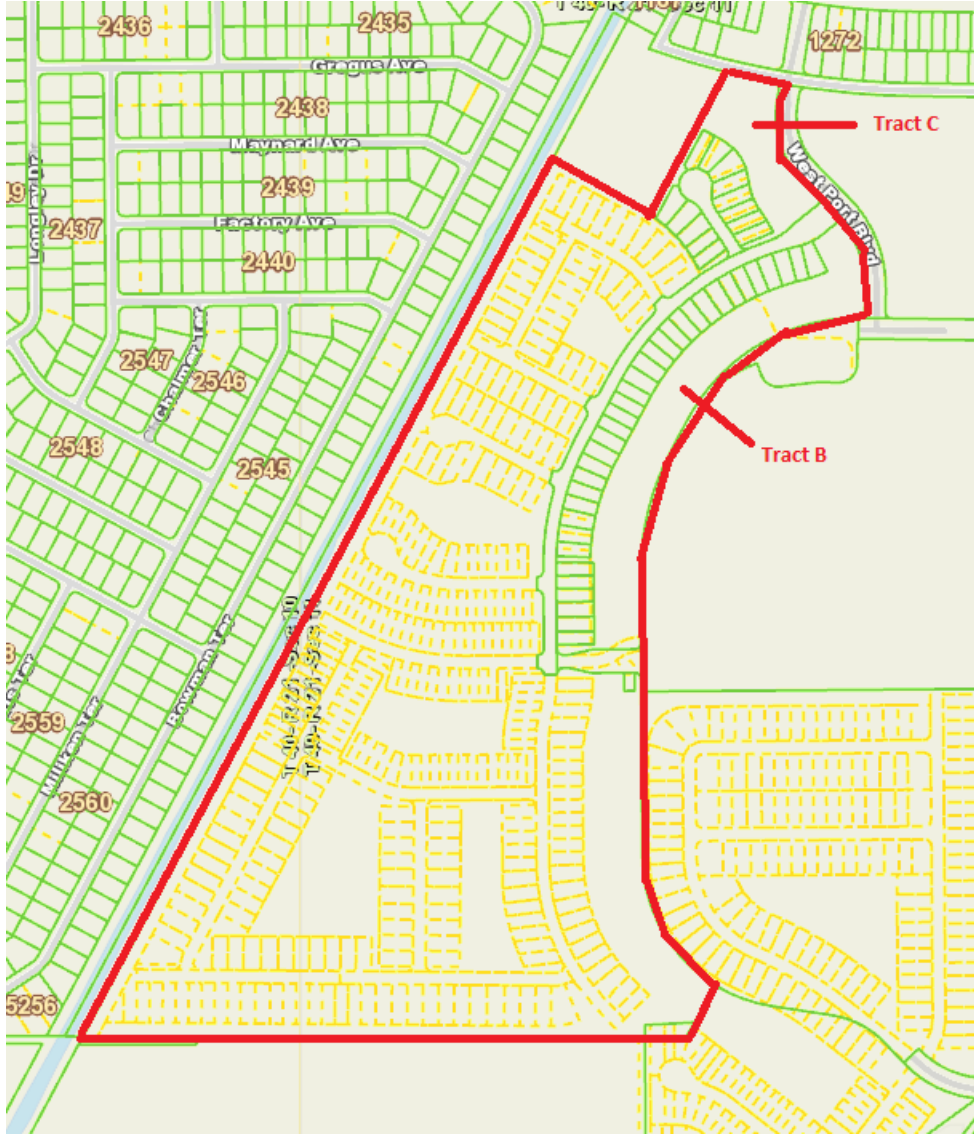
Monthly:

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

Yearly:

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

**EXHIBIT B
MAINTENANCE MAP**



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

14B

CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this 6th day of September 2022, by and between:

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

Vistas at West Port Landings Association, Inc., a Florida not-for-profit corporation, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 ("**Association**").

RECITALS

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

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements for, among other areas, what is known as "**Landings at West Port**" which is described in the *Restated Master Engineer's Report and 2021 Supplemental Engineer's Report for the West Port Community Development District (Assessment Area One – 2021 Project)*, dated May 7, 2021; and

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

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community included within the Landings at West Port; and

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

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

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

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

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

SECTION 2. SCOPE OF WORK.

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

- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

SECTION 4. TERM. This Agreement commences on August 16, 2022 and continues through September 30, 2026 ("Initial Term"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

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

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

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

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

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The

Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

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

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

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

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

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

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

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or

create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

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

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

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

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

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

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

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

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and,

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

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

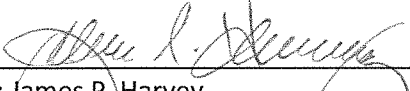
SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

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

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

WEST PORT COMMUNITY DEVELOPMENT DISTRICT



By: James P. Harvey
Its: Chairman

VISTAS AT WEST PORT LANDINGS ASSOCIATION, INC.

By: _____
Its: _____


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

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

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: _____

VISTAS AT WEST PORT LANDINGS ASSOCIATION, INC.



By: Matthew Koratich
Its: President

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

EXHIBIT A SCOPE OF WORK

DISTRICT IMPROVEMENTS

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

- ***Common Area Improvements*** – The landscaping, secondary irrigation lines and sprinkler heads, hardscaping (Dumpster enclosures, Mailbox Kiosks, and Sidewalks) located within Tracts A, B, C, D, E, F, and G, as identified on the plat entitled Landings at West Port Phase 2, which is recorded in the Public Records of Charlotte County, Florida at Plat Book 25, Pages 15A through 15B. (“Plat”).

MAINTENANCE PROGRAM

Weekly:

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

Monthly:

- Inspect and maintain irrigation sprinkler system for the District’s common areas, at least once a month (wet check).

Yearly:

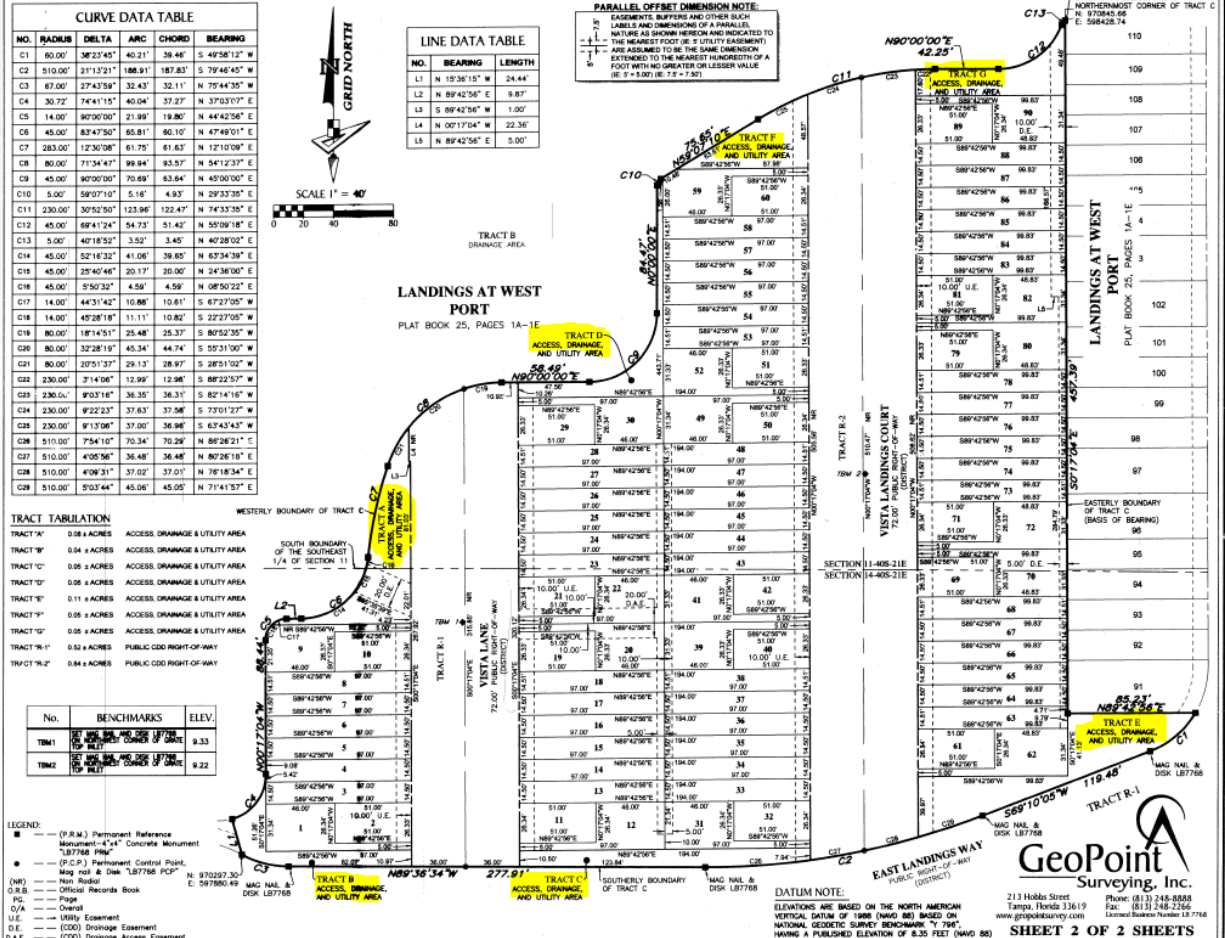
- Mulch application to all common area flower/shrub/tree beds.
- Visual inspection of roadway and hardscaping to ensure that no dangerous conditions exist, and maintain and repair as needed.
- Coordination of inspection and testing of reclaimed irrigation water back flow devices as a part of the agreement with Charlotte County Utilities.

EXHIBIT B MAINTENANCE MAP

PLAT BOOK 25 PAGE 15 B

LANDINGS AT WEST PORT PHASE 2

BEING A REPLAT OF TRACT C OF LANDINGS AT WEST PORT, RECORDED IN PLAT BOOK 25, PAGES 1A - 1E OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, LYING IN SECTIONS 11 & 14, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	60.00'	362°47'	40.21'	38.46'	S 49°38'12" W
C2	510.00'	211°32'11"	188.91'	187.83'	S 79°44'40" W
C3	67.00'	274°35'59"	32.43'	32.11'	N 70°44'30" W
C4	30.72'	74°41'15"	40.04'	37.27'	N 37°03'07" E
C5	14.00'	80°00'00"	21.99'	19.80'	N 44°42'56" E
C6	45.00'	83°47'50"	65.81'	60.10'	N 47°49'01" E
C7	283.00'	123°00'00"	61.70'	61.63'	N 121°00'00" E
C8	80.00'	71°34'47"	99.84'	93.57'	N 45°12'33" E
C9	45.00'	80°00'00"	70.69'	63.64'	N 45°00'00" E
C10	5.00'	59°07'10"	5.16'	4.93'	N 29°33'35" E
C11	230.00'	305°50'50"	123.96'	122.47'	N 74°33'35" E
C12	45.00'	89°47'24"	54.73'	51.42'	N 89°09'18" E
C13	5.00'	40°18'52"	3.52'	3.45'	N 80°28'02" E
C14	45.00'	52°16'32"	41.06'	39.60'	N 43°34'38" E
C15	45.00'	25°40'46"	20.17'	20.00'	N 24°36'00" E
C16	45.00'	3°50'32"	4.56'	4.58'	N 88°50'22" E
C17	14.00'	44°31'42"	10.86'	10.61'	S 27°27'05" W
C18	14.00'	45°28'18"	11.11'	10.82'	S 27°27'05" W
C19	80.00'	181°45'11"	25.48'	25.37'	S 80°52'35" W
C20	80.00'	32°28'19"	45.34'	44.74'	S 50°31'00" W
C21	80.00'	205°13'37"	29.13'	28.97'	S 28°51'02" W
C22	230.00'	71°04'06"	12.99'	12.98'	S 88°25'57" W
C23	230.00'	9°03'16"	36.35'	36.31'	S 82°14'16" W
C24	230.00'	9°22'23"	37.63'	37.58'	S 73°01'22" W
C25	230.00'	9°15'08"	37.00'	36.96'	S 63°43'43" W
C26	510.00'	75°41'01"	70.34'	70.29'	N 89°28'21" E
C27	510.00'	4°05'56"	36.48'	36.48'	N 80°28'18" E
C28	510.00'	4°06'31"	37.02'	37.01'	N 78°18'54" E
C29	510.00'	30°34'44"	45.06'	45.00'	N 71°41'37" E

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 19°36'15" W	24.44'
L2	N 89°42'56" E	9.87'
L3	S 89°42'56" W	1.00'
L4	N 00°17'04" W	22.36'
L5	N 89°42'56" E	5.00'

PARALLEL OFFSET DIMENSION NOTE:
 1. EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 0 UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 9 + 5.00) (IE: 7.5 + 7.50)

TRACT TABULATION

TRACT	ACRES	DESCRIPTION
TRACT 'M'	0.04	ACCESS, DRAINAGE & UTILITY AREA
TRACT 'W'	0.04	ACCESS, DRAINAGE & UTILITY AREA
TRACT 'C'	0.04	ACCESS, DRAINAGE & UTILITY AREA
TRACT 'F'	0.11	ACCESS, DRAINAGE & UTILITY AREA
TRACT 'Y'	0.11	ACCESS, DRAINAGE & UTILITY AREA
TRACT 'T'	0.06	ACCESS, DRAINAGE & UTILITY AREA
TRACT 'Q'	0.06	ACCESS, DRAINAGE & UTILITY AREA
TRACT 'R-1'	0.62	PUBLIC COD RIGHT-OF-WAY
TRACT 'R-2'	0.64	PUBLIC COD RIGHT-OF-WAY

No.	BENCHMARKS	ELEV.
BM1	4" x 4" CONCRETE MONUMENT AT CORNER OF SECTION 11 & 14	8.33
BM2	4" x 4" CONCRETE MONUMENT AT CORNER OF SECTION 11 & 14	9.22

LEGEND:
 (P.R.M.) Permanent Reference Monument - 4" x 4" Concrete Monument
 (N.R.) Non-Radius
 (C.P.) Permanent Control Point
 (M.A.S.) Monument - 4" x 4" Concrete Monument
 (D.R.S.) Official Records Book
 (P.S.) Pole
 (O/A) Overall
 (U.E.) Utility Easement
 (D.E.) Drainage Easement
 (C.O.) Drainage Access Easement

GeoPoint
Surveying, Inc.

213 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com
Phone: (813) 248-8888
Fax: (813) 248-2266
Licensed Surveyor No. 15778

SHEET 2 OF 2 SHEETS

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

15A

This instrument was prepared by and
upon recording should be returned to:

KE LAW GROUP PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

(This space reserved for Clerk)

QUIT CLAIM DEED AND GRANT OF EASEMENTS

THIS QUIT CLAIM DEED AND GRANT OF EASEMENTS is made as of the 11th day of August, 2022, by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, whose address for purposes hereof is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("Grantor"), in favor of WEST PORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

QUIT-CLAIM GRANT OF TITLE

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in Charlotte County, Florida, and more particularly below ("**Property**"):

Tracts B and C as identified in the plat known as *Cove at West Port Phase 1A*, and recorded in Plat Book 24, Page 4A through 4F, of the Public Records of Charlotte County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

This Quit Claim Deed is further subject to the additional terms and conditions set forth on Exhibit "A" attached hereto and incorporated herein by reference all of which shall be deemed

covenants which touch and concern and run with title to the Property and shall be binding upon Grantee and its successors and assigns.

GRANT OF EASEMENTS

That Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below ("**Easements**"):

Non-exclusive drainage easements over those certain Public Drainage Easements, as identified in the plat known as *Cove at West Port Phase 1A*, and recorded in Plat Book 24, Page 4A through 4F, of the Public Records of Charlotte County, Florida, and with respect to the foregoing, the rights of ingress and egress over, across, upon, and through the easement areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing stormwater and/or other District improvements that comprise the District's capital improvement plan; and

Non-exclusive access rights over Tracts R-1, R-2, and R-3, as identified in the plat known as *Cove at West Port Phase 1A*, and recorded in Plat Book 24, Page 4A through 4F, of the Public Records of Charlotte County, Florida, and with respect to the foregoing, the rights of ingress and egress over, across, upon, and through the easement areas for District purposes.

Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the easement areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

NOTE: This Quit Claim Deed and Grant of Easements is not intended to convey any stormwater improvements (e.g., earthwork, pipes, weirs, etc.), which will instead be conveyed by separate bill of sale.

RESERVATION OF EASEMENT

GRANTOR(S) hereby reserve unto themselves and their successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor(s) and their successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easements, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easements; provided, however, that Grantor(s)

reservation of rights hereunder shall not be deemed to impose any obligations on Grantor(s) to maintain, repair or replace any part of the Property or Easements or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: [Signature]
Name: Steven Hart

By: [Signature]
Name: Anthony Squitieri
Title: Vice President

By: [Signature]
Name: Ed Suchora

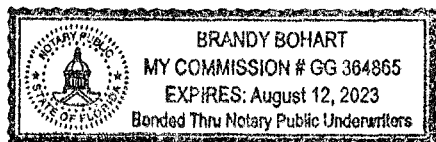
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of AUGUST, 2022, by Anthony Squitieri, as Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., who appeared before me this day in person, and ~~who is either personally known to me, or produced~~ [Signature] as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Brandy Bohart
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2){a}, Florida Administrative Code.

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Deed that but for Grantee's agreement to these provisions, Grantor would not have conveyed the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims

(hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term "*Claim*" or "*Claims*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit "A", and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term "*Grantee Affiliate*" or "*Grantee Affiliates*" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term "*Grantor Party*" or "*Grantor Parties*" means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity

of Grantor and/or Forestar (USA) Real Estate Group Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.

(g) GRANTEE'S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE'S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR'S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR'S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS DEED.

Sovereign Immunity. Regardless of anything in the Deed, or herein, to the contrary, nothing in the Deed, or herein, shall be deemed to waive the Grantee's limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

15B

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

KE LAW GROUP PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 2nd day of September, 2022, by **KL WEST PORT LLC**, a Delaware limited liability company, whose address for purposes hereof is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Grantor**"), in favor of **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

QUIT-CLAIM GRANT OF TITLE

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in Charlotte County, Florida, and more particularly below ("**Property**"):

Tracts R-2 and R-3, as identified in the plat known as *West Port*, and recorded in Plat Book 23, Page 20A through 20N, of the Public Records of Charlotte County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

NOTE: This Quit Claim Deed is not intended to convey any stormwater improvements (e.g., earthwork, pipes, weirs, etc.), which will instead be conveyed by separate bill of sale.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easements, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easements; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or Easements or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES

KL WEST PORT LLC

By: [Signature]
Name: JARED LYBBERT

By: [Signature]
Name: James P. Harvey
Title: Authorized Signatory

By: [Signature]
Name: BRYON T LOPRESTE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of September, 2022, by James P. Harvey, as Authorized Signatory of **KL WEST PORT LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2){a}, Florida Administrative Code.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2022**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2022**

	General Fund	Special Revenue Fund	Debt Service Fund Series 2020	Debt Service Fund Series 2020 Assessment Area Two	Debt Service Fund Series 2021	Capital Projects Fund Series 2020	Capital Projects Fund Series 2020 Assessment Area Two	Capital Projects Fund Series 2021	Total Governmental Funds
ASSETS									
Cash	\$ 106,653	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,653
Investments									
Revenue	-	-	224,319	20,381	72,114	-	-	-	316,814
Reserve	-	-	192,199	194,602	265,944	-	-	-	652,745
Construction	-	-	-	-	-	31,279	80	-	31,359
Construction - townhomes	-	-	-	-	-	-	-	1,037	1,037
Construction - single family	-	-	-	-	-	-	-	528,170	528,170
Cost of issuance	-	-	5,760	10,018	10,015	-	-	-	25,793
Interest	-	-	4	-	4	-	-	-	8
Sinking	-	-	4	-	4	-	-	-	8
Undeposited funds	16,884	-	-	-	17,987	-	-	43,988	78,859
Accounts receivable - impact fees	-	-	-	-	-	-	-	93,417	93,417
Due from KL West Port	39,503	-	76,860	-	227,320	-	-	-	343,683
Due from Forestar	30,056	-	-	-	-	-	-	-	30,056
Due from KL JAK WP	16,316	-	-	-	93,044	-	-	-	109,360
Due from general fund	-	103,920	-	-	-	-	-	-	103,920
Utility deposit	1,740	-	-	-	-	-	-	-	1,740
Total assets	<u>\$ 211,152</u>	<u>\$103,920</u>	<u>\$ 499,146</u>	<u>\$ 225,001</u>	<u>\$ 686,432</u>	<u>\$ 31,279</u>	<u>\$ 80</u>	<u>\$ 666,612</u>	<u>\$ 2,423,622</u>
LIABILITIES									
Liabilities:									
Accounts payable	\$ 13,236	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,164	\$ 17,400
Accounts payable on-site	53,905	-	-	-	-	-	-	-	53,905
Contracts payable	-	-	-	-	-	-	-	96,729	96,729
Retainage payable	-	-	-	-	-	40,978	101,981	487,453	630,412
Due to Developer	-	-	8,061	-	-	-	-	120	8,181
Due to special revenue fund	103,920	-	-	-	-	-	-	-	103,920
Developer advance - KL West Port	15,000	-	-	-	-	-	-	-	15,000
Total liabilities	<u>186,061</u>	<u>-</u>	<u>8,061</u>	<u>-</u>	<u>-</u>	<u>40,978</u>	<u>101,981</u>	<u>588,466</u>	<u>925,547</u>
DEFERRED INFLOWS OF RESOURCES									
Deferred receipts	85,875	-	76,860	-	320,364	-	-	83,342	566,441
Total deferred inflows of resources	<u>85,875</u>	<u>-</u>	<u>76,860</u>	<u>-</u>	<u>320,364</u>	<u>-</u>	<u>-</u>	<u>83,342</u>	<u>566,441</u>
FUND BALANCES									
Committed									
Debt service	-	-	414,225	225,001	366,068	-	-	-	1,005,294
Capital projects	-	-	-	-	-	-	(101,901)	(5,196)	(107,097)
Unassigned	(60,784)	103,920	-	-	-	(9,699)	-	-	33,437
Total fund balances	<u>(60,784)</u>	<u>103,920</u>	<u>414,225</u>	<u>225,001</u>	<u>366,068</u>	<u>(9,699)</u>	<u>(101,901)</u>	<u>(5,196)</u>	<u>931,634</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 211,152</u>	<u>\$103,920</u>	<u>\$ 499,146</u>	<u>\$ 225,001</u>	<u>\$ 686,432</u>	<u>\$ 31,279</u>	<u>\$ 80</u>	<u>\$ 666,612</u>	<u>\$ 2,423,622</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 93,273	\$ 92,995	100%
Landowner contribution - KL West Port	4,324	94,604	289,114	33%
Landowner contribution - Forestar	3,290	85,185	219,978	39%
Landowner contribution - KL JAX WP	1,786	33,109	119,416	28%
Lot closing	13,617	171,456	-	N/A
Total revenues	<u>23,017</u>	<u>477,627</u>	<u>721,503</u>	66%
EXPENDITURES				
Professional & administrative				
Supervisors	-	431	4,000	11%
Management/accounting/recording	4,000	40,000	48,000	83%
Legal	3,850	17,452	25,000	70%
Engineering	-	-	3,500	0%
Audit	3,000	3,000	6,500	46%
Arbitrage rebate calculation	-	500	2,250	22%
Dissemination agent	250	2,500	3,000	83%
DSF accounting				
Series 2020 - AA1	458	4,583	5,500	83%
Series 2020 - AA2	458	4,583	5,500	83%
Series 2021 - AA1	458	4,583	5,500	83%
Trustee	-	10,500	10,500	100%
Telephone	17	167	200	84%
Postage	73	401	500	80%
Printing & binding	42	417	500	83%
Legal advertising	-	109	1,200	9%
Annual special district fee	-	175	175	100%
Insurance	-	5,175	5,500	94%
Contingencies/bank charges	-	156	1,200	13%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Tax collector	-	1,865	1,937	96%
Total professional & administrative	<u>12,606</u>	<u>97,512</u>	<u>131,377</u>	74%

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
Field operations (shared)				
Management	800	7,200	10,000	72%
Accounting	312	3,125	3,750	83%
Stormwater management				
Lake maintenance	-	22,962	20,300	113%
Preserve maintenance	-	-	3,000	0%
Streetlighting	121	68,119	116,880	58%
Irrigation supply				
Maintenance contract	500	16,338	3,000	545%
Electricity	1,489	37,089	12,000	309%
Repairs and maintenance	-	2,448	2,500	98%
Effluent	-	-	50,000	0%
Other	10,170	10,170	-	N/A
Monuments and street signage				
Repairs and maintenance	-	-	4,000	0%
Electricity	-	-	2,500	0%
Holiday decorating	-	-	5,000	0%
Landscape maintenance				
Maintenance contract	3,000	211,562	236,696	89%
Future landscape maintenance	-	-	24,000	0%
Mulch	43,152	43,152	60,000	72%
Plant replacement	-	-	29,000	0%
Irrigation repairs	111	1,902	2,500	76%
Roadway maintenance	-	-	5,000	0%
Total field operations	<u>59,655</u>	<u>424,067</u>	<u>590,126</u>	72%
Total expenditures	<u>72,261</u>	<u>521,579</u>	<u>721,503</u>	72%
Excess/(deficiency) of revenues over/(under) expenditures	(49,244)	(43,952)	-	
Net change in fund balances	(49,244)	(43,952)	-	
Fund balances - beginning	(11,540)	(16,832)	-	
Fund balances - ending	<u>\$ (60,784)</u>	<u>\$ (60,784)</u>	<u>\$ -</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND AREA 1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 58,441	\$ 58,266	100%
Landowner contribution - KL West Port	-	-	87,590	0%
Lot closing	2,013	46,648	-	N/A
Total revenues	<u>2,013</u>	<u>105,089</u>	<u>145,856</u>	72%
EXPENDITURES				
Field operations				
Landscape maintenance	-	-	116,392	0%
Plant replacement	-	-	10,000	0%
Irrigation repairs	-	-	2,500	0%
Streetlighting	-	-	15,000	0%
Accounting	-	-	750	0%
Total field operations	<u>-</u>	<u>-</u>	<u>144,642</u>	0%
Other fees & charges				
Tax collector	-	1,169	1,214	96%
Total other fees & charges	<u>-</u>	<u>1,169</u>	<u>1,214</u>	96%
Total expenditures	<u>-</u>	<u>1,169</u>	<u>145,856</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	2,013	103,920	-	
Fund balances - beginning	101,907	-	-	
Fund balances - ending	<u>\$ 103,920</u>	<u>\$ 103,920</u>	<u>\$ -</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ 208,908	\$ 208,285	100%
Special assessment: off-roll	-	81,718	179,952	45%
Lot closing	4,857	193,810	-	N/A
Interest	305	583	-	N/A
Total revenues	<u>5,162</u>	<u>485,019</u>	<u>388,237</u>	125%
EXPENDITURES				
Debt service				
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%
Other fees & charges				
Tax collector	-	4,178	4,339	96%
Total other fees and charges	<u>-</u>	<u>4,178</u>	<u>4,339</u>	96%
Total expenditures	<u>-</u>	<u>386,770</u>	<u>386,932</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	5,162	98,249	1,305	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(100)	-	N/A
Total other financing sources	<u>-</u>	<u>(100)</u>	<u>-</u>	N/A
Net change in fund balances	5,162	98,149	1,305	
Fund balances - beginning	409,063	316,076	323,143	
Fund balances - ending	<u>\$ 414,225</u>	<u>\$ 414,225</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 JULY 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ 57,738	\$ 57,566	100%
Special assessment: off-roll	-	225,098	332,332	68%
Interest	165	329	-	N/A
Total revenues	<u>165</u>	<u>283,165</u>	<u>389,898</u>	73%
EXPENDITURES				
Debt service				
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%
Other fees & charges				
Tax collector	-	1,152	1,199	96%
Total other fees and charges	<u>-</u>	<u>1,152</u>	<u>1,199</u>	96%
Total expenditures	<u>-</u>	<u>388,890</u>	<u>388,937</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	165	(105,725)	961	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(61)	-	N/A
Total other financing sources	<u>-</u>	<u>(61)</u>	<u>-</u>	N/A
Net change in fund balances	165	(105,786)	961	
Fund balances - beginning	224,836	330,787	320,734	
Fund balances - ending	<u>\$ 225,001</u>	<u>\$ 225,001</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 JULY 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: off-roll	\$ -	\$ 356,051	\$ 531,202	67%
Lot closing	35,687	97,119	-	N/A
Interest	238	455	-	N/A
Total revenues	<u>35,925</u>	<u>453,625</u>	<u>531,202</u>	85%
EXPENDITURES				
Debt service				
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	35,925	(59,897)	17,680	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(54)	-	N/A
Total other financing sources	<u>-</u>	<u>(54)</u>	<u>-</u>	N/A
Net change in fund balances	35,925	(59,951)	17,680	
Fund balances - beginning	330,143	426,019	415,987	
Fund balances - ending	<u>\$ 366,068</u>	<u>\$ 366,068</u>	<u>\$ 433,667</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year To Date
REVENUES		
Interest and miscellaneous	\$ 22	\$ 44
Total revenues	22	44
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	22	44
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	100
Total other financing sources/(uses)	-	100
Net change in fund balances	22	144
Fund balances - beginning	(9,721)	(9,843)
Fund balances - ending	\$ (9,699)	\$ (9,699)

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020 ASSESSMENT AREA TWO BONDS
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 321,561
Interest	-	85
Total revenues	-	321,646
EXPENDITURES		
Capital outlay	-	617,041
Total expenditures	-	617,041
Excess/(deficiency) of revenues over/(under) expenditures	-	(295,395)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	61
Total other financing sources/(uses)	-	61
Net change in fund balances	-	(295,334)
Fund balances - beginning	(101,901)	193,433
Fund balances - ending	\$ (101,901)	\$ (101,901)

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 1,158,630
Impact fee credits	30,198	671,608
Interest	389	776
Total revenues	30,587	1,831,014
EXPENDITURES		
Capital outlay	6,000	2,799,157
Total expenditures	6,000	2,799,157
Excess/(deficiency) of revenues over/(under) expenditures	24,587	(968,143)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	54
Total other financing sources/(uses)	-	54
Net change in fund balances	24,587	(968,089)
Fund balances - beginning	(29,783)	962,893
Fund balances - ending	\$ (5,196)	\$ (5,196)

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 a Regular Meeting on June 14, 2022 at 12:00 p.m., at the Comfort Inn and Suites, 813 Kings Highway, Port Charlotte, Florida 33980.

Present were:

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

Also present were:

Kristen Suit	District Manager
Jere Earlywine	District Counsel
Matt Morris	District Engineer
Maryann Burchell	Evergreen Lifestyles Management
Steve Sanford (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 12:07 p.m. Supervisors Martin, Manners and Cotter were present, in person. Supervisors Smith was attending via telephone. Supervisor Harvey was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Ratification of Change Order(s)

Ms. Suit presented the following Change Order previously executed by the Chair:

- **No. 29: Stark Sullen Grading, Inc. [West Port Pods B, H and A]**

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On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, Stark Sullen Grading, Inc., Change Order No. 29, for West Port Pods B, H and A, was ratified.

FOURTH ORDER OF BUSINESS

Ratification of Morris Engineering and Consulting, LLC, Stormwater Management Needs Analysis Preparation Proposal

Ms. Suit presented the Morris Engineering and Consulting, LLC, proposal to prepare the 20-Year Stormwater Management Needs Analysis Report, which is due by June 30, 2022.

On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, Morris Engineering and Consulting, LLC, proposal to prepare the 20-Year Stormwater Management Needs Analysis Report, in an estimated fee of \$4,500, was ratified.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-04, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2022-04. Mr. Earlywine stated that this updates the CDD’s Prompt Payment Policies and Procedures to comply with new legislative requirements.

On MOTION by Mr. Cotter and seconded by Mr. Martin, with all in favor, Resolution 2022-04, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-05, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

83 Ms. Suit presented Resolution 2022-05. She reviewed the proposed Fiscal Year 2023
84 budget, highlighting any line item differences, compared to the Fiscal Year 2022 budget. Mr.
85 Martin stated the "mulch" line item increased significantly because two border to border mulch
86 installations, are scheduled. Since all three landowners sold platted units, he would verify and
87 provide the current numbers over the next week. The following changes were made:

- 88 Page 1, DSF accounting-Series 2023-AA2: Delete line item.
- 89 Page 8, Definition of Special Revenue Fund: Change "Area 1" to "Area 3"
- 90 Page 9, Revenues-Landowner contribution: Change "Forestar" to "KL JAK WP"

91

92 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor,**
 93 **Resolution 2022-05, Approving a Proposed Budget for Fiscal Year 2022/2023, as**
 94 **amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for**
 95 **September 13, 2022 at 12:00 p.m., at Centennial Park Recreation Center, 1120**
 96 **Centennial Boulevard, Port Charlotte, Florida 33953; Addressing Transmittal,**
 97 **Posting and Publication Requirements; Addressing Severability; and Providing**
 98 **an Effective Date, was adopted.**

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101 **SEVENTH ORDER OF BUSINESS**

102 **Consideration of Resolution 2022-06,**
103 **Designating a Date, Time and Location for**
104 **Landowners' Meeting, Providing for**
105 **Publication, Providing for an Effective Date**

106 Ms. Suit presented Resolution 2022-06.

107

108 **On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor,**
 109 **Resolution 2022-06, Designating a Date, Time and Location of November 1,**
 110 **2022 at 9:00 a.m., at Centennial Park Recreation Center, 1120 Centennial**
 111 **Boulevard, Port Charlotte, Florida 33953 for a Landowners' Meeting, Providing**
 112 **for Publication, Providing for an Effective Date, was adopted.**

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114

- 115 **▪ Presentation of 2022 Supplemental Engineer's Report (Assessment Area Three Project)**
 116 **(Assessment Area Four Project)**

117 **This item, previously the Ninth Order of Business, was presented out of order.**

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Mr. Morris presented the 2022 Supplemental Engineer's Report. He highlighted the cost estimates for the Assessment Area Three and Assessment Area Four projects. Forestar's Engineers informed him that they received all the approvals and plats for Assessment Area

121 Four. He received all the approvals and is working on the last plat for a small portion of the Pod
122 H3, which he expects to finish within the next month.

123 Mr. Earlywine asked if Forestar expects to finish in the first quarter of next year and
124 issue another bond at that time. Mr. Morris replied affirmatively. Mr. Earlywine stated this
125 bond issue is solely for Kolter Group LLC.

126 **▪ Presentation of Fourth Supplemental Special Assessment Methodology Report**
127 **(Assessment Area Three Project)**

128 **This item, previously the Tenth Order of Business, was presented out of order.**

129 Ms. Suit presented the Fourth Supplemental Special Assessment Methodology Report
130 for the Assessment Area Three Project.

131 Mr. Earlywine requested approving the Engineer's and Methodology Reports, in
132 substantial form, while the Methodology Consultant reassigns an appropriate Equivalent
133 Residential Unit (ERU) rate for the apartment complex. The apartment complex will be
134 responsible for paying a portion of the shared operation and maintenance (O&M) costs.

135

136 **On MOTION by Mr. Manners and seconded by Mr. Cotter, with all in favor, the**
137 **2022 Supplemental Engineer's Report for the Assessment Area Three Project**
138 **and Assessment Area Four Project and the Fourth Supplemental Special**
139 **Assessment Methodology Report for the Assessment Area Three Project, in**
140 **substantial form, were approved.**

141

142

143 **▪ Consideration of Resolution 2022-10, Declaring and Confirming Second Revised**
144 **Master Special Assessments; Designating The Nature and Location of the Proposed**
145 **Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion**
146 **to be Paid by Assessments, and the Manner and Timing in Which the Assessments are**
147 **to be Paid; Designating the Lands Upon Which the Assessments Shall Be Levied;**
148 **Providing for An Assessment Plat and a Preliminary Assessment Roll; Addressing the**
149 **Setting of Public Hearings; Providing for Publication of this Resolution; and Addressing**
150 **Conflicts, Severability and an Effective Date**

151 **This item was an addition to the agenda.**

152 Mr. Earlywine presented Resolution 2022-10 and read the title. This Resolution was
153 emailed to the Board last night and is like prior resolutions, with the exception of establishing a

154 new ERU factor for the new apartment product type. Mr. Earlywine and Mr. Sanford will discuss
155 if the pending ERU changes effects the ability to issue bonds before August 9, 2022.

156

157 **On MOTION by Mr. Manners and seconded by Mr. Cotter, with all in favor,**
158 **2022-10, Declaring and Confirming Second Revised Master Special**
159 **Assessments; Designating The Nature and Location of the Proposed**
160 **Improvements; Declaring the Total Estimated Cost of the Improvements, the**
161 **Portion to be Paid by Assessments, and the Manner and Timing in Which the**
162 **Assessments are to be Paid; Designating the Lands Upon Which the**
163 **Assessments Shall Be Levied; Providing for An Assessment Plat and a**
164 **Preliminary Assessment Roll; Addressing the Setting of Public Hearings on**
165 **August 9, at 12:00 p.m., at Comfort Inn and Suites, 813 Kings Highway, Port**
166 **Charlotte, Florida 33980; Providing for Publication of this Resolution; and**
167 **Addressing Conflicts, Severability and an Effective Date, was adopted.**

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170 **EIGHTH ORDER OF BUSINESS**

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Consideration of Resolution 2022-07, Authorizing the Issuance of Not Exceeding \$3,500,000 West Port Community Development District, Special Assessment Bonds, Series 2022 (Assessment Area Three) (The "Bonds") to Finance Certain Public Infrastructure Within Assessment Area Three Within the District; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Approving the Underwriter for the Limited Offering of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Bonds; Authorizing the Use of that Certain Master Trust Indenture Dated as of March 1, 2020 with Respect to the Bonds and Approving the Form of and Authorizing the Execution and Delivery of a Fourth Supplemental Trust Indenture Governing the Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the

Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer’s Report; Making Certain Declarations; Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date

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Mr. Sanford presented Resolution 2022-07. The Bond Delegation Resolution accomplishes the following:

- Sets forth certain parameters and authorizes the Chair or Vice Chair to execute the Bond Purchase Agreement without the need to schedule a special meeting.
- Authorizes a Special Assessment Bonds not-to-exceed \$3.5 million to finance a portion of the Assessment Area Three Project outlined in the Engineer’s Report.
- Sets forth that the maximum term of the bonds cannot exceed 30 years.
- Sets forth that the interest rate, currently 6.13%, cannot exceed the maximum rate under the Florida Statutes.
- Sets forth the Underwriter’s compensation.
- Allows amending the Engineer’s or Methodology Reports in connection with the sale of the bonds without the need to schedule a special meeting.
- Authorizes the Chair or Vice Chair to execute certain documents pursuant to the parameters in the Resolution.
- Sets forth that a Supplemental Trust Indenture for the Series 2022-AA4 will be issued.

On MOTION by Mr. Cotter and seconded by Mr. Martin, with all in favor, Resolution 2022-07, Authorizing the Issuance of Not Exceeding \$3,500,000 West Port Community Development District, Special Assessment Bonds, Series 2022 (Assessment Area Three) (The “Bonds”) to Finance Certain Public Infrastructure Within Assessment Area Three Within the District; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Approving the Underwriter for the Limited Offering of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Bonds; Authorizing the Use of that Certain Master Trust Indenture Dated as of March

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1, 2020 with Respect to the Bonds and Approving the Form of and Authorizing the Execution and Delivery of a Fourth Supplemental Trust Indenture Governing the Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer’s Report; Making Certain Declarations; Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date, was presented, was adopted.

NINTH ORDER OF BUSINESS

Presentation of 2022 Supplemental Engineer’s Report (Assessment Area Three Project) (Assessment Area Four Project)

This item was presented following the Seventh Order of Business.

TENTH ORDER OF BUSINESS

Presentation of Fourth Supplemental Special Assessment Methodology Report (Assessment Area Three Project)

This item was presented following the Seventh Order of Business.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-08, Setting Forth the Specific Terms of the District’s \$3,500,000 Special Assessment Bonds, Series 2022 (Assessment Area Three Project); Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

284 Mr. Earlywine presented Resolution 2022-08. This Delegated Resolution levels out the
 285 Special Assessments to match the final pricing on the bonds and authorizes Staff to switch the
 286 Reports. If they determine there is an impact on the assessment public hearing, it will be
 287 presented to the Board again, at the next meeting. The Assessment Area Three Project is for
 288 the last Kolter Phase. The map will be updated to highlight the bond issue areas.

289 Ms. Suit was advised that the September 13, 2022 Public Hearing date is sufficient to
 290 meet the County’s Truth in Millage (TRIM) Notice deadline of September 15, 2022.

291

292 **On MOTION by Mr. Manners and seconded by Mr. Cotter, with all in favor,**
 293 **Resolution 2022-08, Setting Forth the Specific Terms of the District’s**
 294 **\$3,500,000 Special Assessment Bonds, Series 2022 (Assessment Area Three**
 295 **Project); Making Certain Additional Findings and Confirming and/or Adopting**
 296 **an Engineer’s Report and a Supplemental Assessment Report; Confirming the**
 297 **Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and**
 298 **Collection of the Assessments Securing the Bonds; Addressing Prepayments;**
 299 **Addressing True-Up Payments; Providing for the Supplementation of the**
 300 **Improvement Lien Book; and Providing for Conflicts, Severability and an**
 301 **Effective Date, was adopted.**

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TWELFTH ORDER OF BUSINESS

Consideration of Bond Related Agreements and Documents

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- 307 **A. Acquisition Agreement**
- 308 **B. Completion Agreement**
- 309 **C. True-up Agreement**
- 310 **D. Collateral Assignment Agreement**
- 311 **E. Declaration of Consent**
- 312 **F. Notice of Special Assessments (Assessment Area Three – 2022 Project)**
- 313 **G. Disclosure of Public Finance**

314 Mr. Earlywine recommended approval of these items, in substantial form.

315

316 **On MOTION by Mr. Cotter and seconded by Mr. Manners, with all in favor, the**
 317 **Acquisition Agreement, Completion Agreement, True-up Agreement, Collateral**
 318 **Assignment Agreement, Declaration of Consent, Notice of Special Assessments**
 319 **for the Assessment Area Three 2022 Project and the Disclosure of Public**
 320 **Finance, all in substantial form, were approved.**

321

322 THIRTEENTH ORDER OF BUSINESS

322 Consideration of Resolution 2022-09,
323 Designating Dates, Times and Locations for
324 Regular Meetings of the Board of
325 Supervisors of the District for Fiscal Year
326 2022/2023 and Providing for an Effective
327 Date
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329 Ms. Suit presented Resolution 2022-09.
330

331 **On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor,**
332 **Resolution 2022-09, Designating Dates, Times and Locations for Regular**
333 **Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023**
334 **and Providing for an Effective Date, was adopted.**

335

336

337 FOURTEENTH ORDER OF BUSINESS

Ratification of Vision Landscapes Estimates

338

339 Ms. Suit presented the following:

340 **A. #5508 for Cutbacks of All Frost-Damaged Plants, Removal and Disposal of Debris**
341 **[\$7,900.00]**

342 **B. #5531 to Remove and Replace Frost-Damaged Plants and Top Dress Mulch at Affected**
343 **Plants [\$53,735.00]**

344 A Board Member recalled that the terms of the existing landscape contract included a
345 base amount and additional costs, per 1,000 square feet, to cover additional work to clean
346 things up. He asked if these were change orders and stated that his redline edits, which
347 included changing the number of annual applications to four, were not incorporated into the
348 Agreement. Another Board Member stated these were not change orders; rather, they were for
349 certain projects. He would find out if the contract was executed.

350

351 **On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, Vision**
352 **Landscapes Estimates #5508 for Cutbacks of All Frost-Damaged Plants,**
353 **Removal and Disposal of Debris, in the amount of \$7,900, and #5531 to**
354 **Remove and Replace Frost-Damaged Plants and Top Dress Mulch at Affected**
355 **Plants, in the amount of \$53,735, were ratified.**

356

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358 FIFTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of April 30, 2022

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361

362 Ms. Suit presented the Unaudited Financial Statements as of April 30, 2022.

363

364 **On MOTION by Mr. Cotter and seconded by Mr. Manners, with all in favor, the**
365 **Unaudited Financial Statements as of April 30, 2022, were accepted.**

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368 **SIXTEENTH ORDER OF BUSINESS**

Approval of January 11, 2022 Regular Meeting Minutes

369

370

371 Ms. Suit presented the January 11, 2022 Regular Meeting Minutes.

372

373 **On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the**
374 **January 11, 2022 Regular Meeting Minutes, as presented, were approved.**

375

376

377 **▪ Resolution 2022-10: Reconsider to Update Public Hearing Location**

378 Ms. Suit presented Resolution 2022-10, which was earlier in the meeting, in order to
379 change the location of the Public Hearing to Centennial Park Recreation Center.

380

381 **On MOTION by Mr. Manners and seconded by Mr. Cotter, with all in favor,**
382 **2022-10, as amended, Declaring and Confirming Second Revised Master Special**
383 **Assessments; Designating The Nature and Location of the Proposed**
384 **Improvements; Declaring the Total Estimated Cost of the Improvements, the**
385 **Portion to be Paid by Assessments, and the Manner and Timing in Which the**
386 **Assessments are to be Paid; Designating the Lands Upon Which the**
387 **Assessments Shall Be Levied; Providing for An Assessment Plat and a**
388 **Preliminary Assessment Roll; Addressing the Setting of Public Hearings on**
389 **August 9, at 12:00 p.m., at Centennial Park Recreation Center, 1120 Centennial**
390 **Boulevard, Port Charlotte, Florida 33953; Providing for Publication of this**
391 **Resolution; and Addressing Conflicts, Severability and an Effective Date, was**
392 **adopted.**

393

394

395 **SEVENTEENTH ORDER OF BUSINESS**

Staff Reports

396

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

398 Mr. Earlywine stated that, once it is determined that the apartment ERU issue does not
399 affect the current bond issuance for Area Three, he expects to close on the price of the bonds
400 within the next couple of weeks but, if it does, it will be presented to the Board again.

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

402 Ms. Suit asked about the status of filing the 20-Year Stormwater Management Needs
403 Analysis Report. Mr. Morris expected to submit it later in the week; it will be emailed to
404 Management to include on the August agenda.

- 405 ▪ **Evergreen Lifestyles Management, LLC - Field Operations Report**
406 **This item was an addition to the agenda.**

407 This item should be added as part of Staff Reports, going forward.
408 There was no report.

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

410 **I. 60 Registered Voters in District as of April 15, 2022**

411 **II. NEXT MEETING DATE: July 12, 2022 at 12:00 P.M.**

- 412 • **QUORUM CHECK**

413 The July meeting was cancelled. The next meeting would be on August 9, at 12:00 p.m.,
414 at the Centennial Park Recreation Center.

415

416 **EIGHTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

417

418 Mr. Martin stated he would provide Ms. Suit with the correct breakdown of KL West
419 Port and KL JAK WP in order to make the appropriate changes to certain documents.

420

421 **NINETEENTH ORDER OF BUSINESS** **Public Comments**

422

423 There were no public comments.

424

425 **TWENTIETH ORDER OF BUSINESS** **Adjournment**

426

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

428

429 **On MOTION by Mr. Cotter and seconded by Mr. Manners with all in favor, the**
430 **meeting adjourned at 1:00 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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441 _____
Secretary/Assistant Secretary

_____ 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*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2022	Regular Meeting	12:30 P.M.
November 1, 2022	Landowners' Meeting	9:00 A.M.
November 8, 2022	Regular Meeting	12:30 P.M.
December 13, 2022	Regular Meeting	12:30 P.M.
January 10, 2023	Regular Meeting	12:30 P.M.
February 14, 2023	Regular Meeting	12:30 P.M.
March 14, 2023	Regular Meeting	12:30 P.M.
April 11, 2023	Regular Meeting	12:30 P.M.
May 9, 2023	Regular Meeting	12:30 P.M.
July 11, 2023*	Regular Meeting	12:30 P.M.
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
August 8, 2023	Regular Meeting	12:30 P.M.
September 12, 2023	Regular Meeting	12:30 P.M.