

WEST PORT

**COMMUNITY DEVELOPMENT
DISTRICT**

May 13, 2025

BOARD OF SUPERVISORS

**REGULAR
MEETING AGENDA**

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

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

May 6, 2025

Board of Supervisors
West Port Community Development District

Dear Board Members:

The Board of Supervisors of the West Port Community Development District will hold a Regular Meeting on May 13, 2025 at 12:30 p.m., at the Country Inn & Suites by Radisson, 24244 Corporate Court, Port Charlotte, Florida 33954. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment to Fill Unexpired Term of Seat 4; Term Expires November 2026
 - Administration of Oath of Office to Appointed Supervisor (*the following will be provided under separate cover*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Administration of Oath of Office
4. Consideration of Resolution 2025-05, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-06, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
6. Consideration of Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

ATTENDEES:

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

7. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
8. Ratification of Morris Engineering & Consulting, LLC Agreement for Engineering Services
9. Acceptance of Unaudited Financial Statements as of March 31, 2025
10. Approval of February 11, 2025 Public Hearings and Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Morris Engineering and Consulting, LLC*
 - C. Field Operations: *Kai*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*


- NEXT MEETING DATE: June 10, 2025 at 12:30 PM

○ QUORUM CHECK

SEAT 1	BILL FIFE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	JIM MANNERS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	PAUL MARTIN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4		<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	LINDSAY HERNANDEZ	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

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

Sincerely,


Kristen Suit
 District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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**WEST PORT COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF WEST PORT COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of physical presence or online notarization on this ___ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of West Port Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

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

MAILING ADDRESS: Home Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective May 13, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 13, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 13th day of May, 2025.

ATTEST:

**WEST PORT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the West Port Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____

HOUR: 12:30 p.m.

LOCATION: Country Inn & Suites by Radisson
24244 Corporate Court
Port Charlotte, Florida 33954

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Charlotte County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF MAY, 2025.

ATTEST:

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
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**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025			Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	
REVENUES				
Assessment levy: on-roll - gross	\$ 1,364,837			\$ 1,256,828
Allowable discounts (4%)	(54,593)			(50,273)
Assessment levy: on-roll - net	1,310,244	\$ 1,220,135	\$ 64,638	1,206,555
Total revenues	1,310,244	1,220,135	64,638	1,206,555
EXPENDITURES				
Professional & administrative				
Supervisors	4,306	-	4,306	4,306
Management/accounting/recording	48,000	24,000	24,000	48,000
Legal	25,000	7,644	17,356	25,000
Engineering	3,500	-	3,500	3,500
Audit	9,500	-	9,500	9,500
Arbitrage rebate calculation	2,500	500	2,000	2,500
Dissemination agent	5,000	2,500	2,500	5,000
DSF accounting			-	
Series 2020 - AA1	5,500	2,750	2,750	5,500
Series 2020 - AA2	5,500	2,750	2,750	5,500
Series 2021 - AA1	5,500	2,750	2,750	5,500
Series 2022 - AA4	5,500	2,750	2,750	5,500
Series 2023 - AA2	5,500	2,750	2,750	5,500
Trustee	17,500	7,000	10,500	17,500
EMMA software service	1,000	1,000	-	1,000
Telephone	200	100	100	200
Postage	500	305	195	500
Printing & binding	500	250	250	500
Legal advertising	1,200	557	643	1,200
Annual special district fee	175	175	-	175
Insurance	6,500	6,161	339	6,500
Contingencies/bank charges	1,200	270	930	1,200
Website				
Hosting & maintenance	705	705	-	705
ADA compliance	210	210	-	210
Tax collector	27,297	25,405	1,361	26,766
Total professional & administrative	182,293	90,532	91,230	176,527

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
Field operations (shared)					
Management	40,000	-	40,000	40,000	40,000
Accounting	8,000	4,000	4,000	8,000	8,000
Property insurance	9,000	18,336	-	18,336	24,000
Line of credit- principal & interest	25,872	11,004	3,336	14,340	30,000
Stormwater management					
Lake maintenance	38,544	19,272	19,272	38,544	38,544
AccuTab buckets	33,600	-	33,600	33,600	33,600
Debt service (Developers note for PPS)	128,757	-	128,757	128,757	-
Streetlighting	166,975	64,282	102,693	166,975	150,000
Irrigation supply					
Maintenance contract	7,580	2,645	4,935	7,580	7,580
Electricity	28,724	16,378	12,346	28,724	34,000
Repairs and maintenance	2,625	1,900	725	2,625	2,625
Effluent	52,600	40,436	12,164	52,600	60,000
Monuments and street signage					
Repairs and maintenance	4,200	-	4,200	4,200	4,200
Electricity	16,238	7,144	9,094	16,238	16,238
Holiday decorating	10,000	-	10,000	10,000	10,000
Landscape maint.					
Maintenance contract	283,055	140,791	142,264	283,055	289,055
Pest, OTC Injections and Top Choice	16,132	7,419	8,713	-	16,132
Mulch, pine straw & annual installation	190,798	39,160	151,638	190,798	190,798
Contingency	20,000	-	20,000	20,000	20,000
Plant replacement	20,000	12,480	7,520	20,000	20,000
Irrigation repairs	20,000	14,351	5,649	20,000	30,000
Roadway maintenance	5,250	-	5,250	5,250	5,250
Unbudgeted expense	-	31,349	-	31,349	-
Total field operations	<u>1,127,950</u>	<u>430,947</u>	<u>726,156</u>	<u>1,140,971</u>	<u>1,030,022</u>
Total expenditures	<u>1,310,243</u>	<u>521,479</u>	<u>817,386</u>	<u>1,321,733</u>	<u>1,206,549</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	698,656	(752,748)	(36,960)	6
OTHER FINANCING SOURCES					
Receipt of note proceeds	-	-	78,977	78,977	-
Total other financing sources	-	-	78,977	78,977	-
Net increase/(decrease) of fund balance	1	698,656	(673,771)	42,017	6
Fund balance - beginning (unaudited)	78,715	227,503	926,159	227,503	269,520
Fund balance - ending (projected)	<u>\$ 78,716</u>	<u>\$ 926,159</u>	<u>\$ 252,388</u>	<u>\$ 269,520</u>	<u>\$ 269,526</u>

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

Expenditures

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>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.</p>	
Legal	25,000
<p>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.</p>	
Engineering	3,500
<p>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.</p>	
Audit	9,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	2,500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	5,000
<p>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.</p>	
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
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
EMMA software service	1,000
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,200
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	7,200
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	1,200
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	

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

Expenditures (continued)

Website	
Hosting & maintenance	705
ADA compliance	210
Tax collector	25,137
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
Property insurance	24,000
Line of credit- principal & interest	30,000
Stormwater management	
Lake maintenance	38,544
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.	
AccuTab buckets	33,600
Pallets of AccuTab buckets 6 pallets per yr.	
Streetlighting	150,000
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	7,580
Covers the cost of hiring a licensed contractor to provide monthly preventative maintenance on two 15 hp well/pumping systems. Water usage reporting & pump station maintenanc. Annual flow guard renewal.	
Electricity	34,000
Costs of electricity for the two 15 hp well/pumping systems anticipated to run 10 hours a day 6 days a week.	
Repairs and maintenance	2,625
Intended to cover the cost of periodic repairs to the well/pumping systems	
Effluent	60,000
Covers the costs of supplemental effluent water supply. Charlotte County Utilites.	
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	16,238
Cover the costs of electricity for the monument low voltage lighting. Meters located near isles, palms, hammocks, centennial & 76, tamiami entrance.	
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	289,055
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, monthly irrigation wet checks and adjustments & lake bank mowing	
Pest, OTC Injections and Top Choice	16,132
Mulch, pine straw & annual installation	190,798

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

Expenditures (continued)

Contingency	20,000
Plant replacement	20,000
Twice per year annual install and periodic plant replacement.	
Irrigation repairs	30,000
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	
Total expenditures	<u><u>\$ 1,206,549</u></u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET AREA 1
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 561,552				\$647,455
Allowable discounts (4%)	(22,462)				(25,898)
Assessment levy: on-roll - net	<u>539,090</u>	<u>\$ 502,014</u>	<u>\$ 37,076</u>	<u>\$ 539,090</u>	<u>621,557</u>
Total revenues	<u>539,090</u>	<u>502,014</u>	<u>37,076</u>	<u>539,090</u>	<u>621,557</u>
EXPENDITURES					
Management	15,000	-	15,000	15,000	15,000
Accounting	3,400	1,700	1,700	3,400	3,400
Property insurance	36,000	20,534	15,466	36,000	50,000
Line of credit- principal & interest	135,828	57,773	78,055	135,828	156,000
Landscape maintenance	119,430	73,989	45,441	119,430	123,012
Pest, OTC Injections and Top Choice	7,164	869	6,295	-	7,164
Plant replacement	-	-	-	-	13,000
Mulch	33,529	18,597	14,932	33,529	33,529
Irrigation repairs	4,000	876	3,124	4,000	4,000
Contingency	20,000	400	19,600	20,000	50,000
Roadway maintenance	5,000	-	5,000	5,000	5,000
Solar streetlighting	148,500	74,754	73,746	148,500	148,500
Total field operations	<u>527,851</u>	<u>249,492</u>	<u>278,359</u>	<u>520,687</u>	<u>608,605</u>
Other Fees and Charges					
Tax collector	<u>11,231</u>	<u>10,027</u>	<u>1,204</u>	<u>11,231</u>	<u>12,949</u>
Total other fees and charges	<u>11,231</u>	<u>10,027</u>	<u>1,204</u>	<u>11,231</u>	<u>12,949</u>
Total expenditures	<u>539,082</u>	<u>259,519</u>	<u>279,563</u>	<u>531,918</u>	<u>621,554</u>
Excess/(deficiency) of revenues over/(under) expenditures	8	242,495	(242,487)	7,172	3
Fund balance - beginning (unaudited)	294,481	169,896	312,047	169,896	177,068
Fund balances - ending					
Unassigned	<u>294,489</u>	<u>312,047</u>	<u>69,560</u>	<u>177,068</u>	<u>177,071</u>
Fund balance - ending (projected)	<u>\$ 294,489</u>	<u>\$ 312,047</u>	<u>\$ 69,560</u>	<u>\$ 177,068</u>	<u>\$ 177,071</u>

**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 special revenue fund neighborhoods.	
Accounting	3,400
This item covers the cost of accounting (paying invoices, preparing fund specific financial statements, etc.).	
Property insurance	50,000
Line of credit- principal & interest	156,000
Landscape maintenance	123,012
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control & monthly irrigation wet checks and adjustments	
Pest, OTC Injections and Top Choice	7,164
Plant replacement	13,000
Mulch	33,529
Irrigation repairs	4,000
Covers the costs of periodic sprinkler head, valve replacements and line repairs.	
Contingency	50,000
Anticipates a licensed contractor performing 3 day a week chemistry check/adjustment	
Roadway maintenance	5,000
Intended to cover the cost of amenity center repairs and maintenance on pool/	
Solar streetlighting	148,500
Tax collector	12,949
Total expenditures	<u>\$ 621,554</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020 (ASSESSMENT AREA ONE - 2020)
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 408,403				\$ 408,403
Allowable discounts (4%)	(16,336)				(16,336)
Assessment levy: net	392,067	\$ 365,104	\$ 26,963	\$ 392,067	392,067
Interest	-	8,143	-	8,143	-
Total revenues	392,067	373,247	26,963	400,210	392,067
EXPENDITURES					
Debt service					
Principal	140,000	-	140,000	140,000	145,000
Interest	241,860	120,930	120,930	241,860	238,150
Total debt service	381,860	120,930	260,930	381,860	383,150
Other fees & charges					
Tax collector	8,168	7,292	876	8,168	8,168
Total other fees & charges	8,168	7,292	876	8,168	8,168
Total expenditures	390,028	128,222	261,806	390,028	391,318
Excess/(deficiency) of revenues over/(under) expenditures	2,039	245,025	(234,843)	10,182	749
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(4,972)	-	(4,972)	-
Total other financing sources/(uses)	-	(4,972)	-	(4,972)	-
Fund balance:					
Net increase/(decrease) in fund balance	2,039	240,053	(234,843)	5,210	749
Beginning fund balance (unaudited)	373,210	385,636	625,689	385,636	390,846
Ending fund balance (projected)	\$375,249	\$625,689	\$390,846	\$390,846	391,595
Use of fund balance:					
Debt service reserve account balance (required)					(191,950)
Interest expense - November 1, 2026					(116,900)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 82,745</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	6,190,000.00		3,841,850.00	10,031,850.00	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020 (ASSESSMENT AREA TWO - 2020)
FISCAL YEAR 2026**

	Fiscal Year 2025			Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	
REVENUES				
Special assessment - on-roll	\$ 413,511			\$ 413,511
Allowable discounts (4%)	(16,540)			(16,540)
Assessment levy: net	396,971	\$ 369,670	\$ 27,301	\$ 396,971
Interest	-	7,297	-	7,297
Total revenues	<u>396,971</u>	<u>376,967</u>	<u>27,301</u>	<u>396,971</u>
EXPENDITURES				
Debt service				
Principal	145,000	-	145,000	150,000
Interest	241,188	120,594	120,594	237,200
Total debt service	<u>386,188</u>	<u>120,594</u>	<u>265,594</u>	<u>387,200</u>
Other fees & charges				
Tax collector	8,270	7,383	887	8,270
Total other fees & charges	<u>8,270</u>	<u>7,383</u>	<u>887</u>	<u>8,270</u>
Total expenditures	<u>394,458</u>	<u>127,977</u>	<u>266,481</u>	<u>395,470</u>
Excess/(deficiency) of revenues over/(under) expenditures	2,513	248,990	(239,180)	9,810
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(5,034)	-	-
Total other financing sources/(uses)	<u>-</u>	<u>(5,034)</u>	<u>-</u>	<u>-</u>
Fund balance:				
Net increase/(decrease) in fund balance	2,513	243,956	(239,180)	4,776
Beginning fund balance (unaudited)	345,040	356,466	600,422	361,242
Ending fund balance (projected)	<u>\$347,553</u>	<u>\$600,422</u>	<u>\$361,242</u>	<u>\$361,242</u>
Use of fund balance:				
Debt service reserve account balance (required)				(194,350)
Interest expense - November 1, 2026				(116,538)
Projected fund balance surplus/(deficit) as of September 30, 2026				<u>\$ 51,855</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	6,335,000.00		3,826,781.32	10,161,781.32	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE - 2021)
FISCAL YEAR 2026**

	Fiscal Year 2025			Total Actual & Projected	Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025		
REVENUES					
Special assessment - on-roll	\$ 565,109				\$ 565,109
Allowable discounts (4%)	(22,604)				(22,604)
Assessment levy: net	542,505	\$ 505,195	\$ 37,310	\$ 542,505	542,505
Interest	-	10,437	-	10,437	-
Total revenues	542,505	515,632	37,310	552,942	542,505
EXPENDITURES					
Debt service					
Principal	210,000	-	210,000	210,000	215,000
Interest	321,870	160,935	160,935	321,870	316,830
Total debt service	531,870	160,935	370,935	531,870	531,830
Other fees & charges					
Tax collector	11,302	10,090	1,212	11,302	11,302
Total other fees & charges	11,302	10,090	1,212	11,302	11,302
Total expenditures	543,172	171,025	372,147	543,172	543,132
Excess/(deficiency) of revenues over/(under) expenditures	(667)	344,607	(334,837)	9,770	(627)
Fund balance:					
Beginning fund balance (unaudited)	467,061	483,149	827,756	483,149	492,919
Ending fund balance (projected)	\$466,394	\$827,756	\$ 492,919	\$ 492,919	492,292
Use of fund balance:					
Debt service reserve account balance (required)					(265,600)
Interest expense - November 1, 2026					(155,835)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 70,857</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	8,750,000.00		5,159,780.00	13,909,780.00	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA THREE)
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 168,325				\$ 168,325
Allowable discounts (4%)	(6,733)				(6,733)
Assessment levy: net	161,592	\$ 150,479	\$ 11,113	\$ 161,592	161,592
Interest	10,022	4,065	4,065	8,130	-
Total revenues	171,614	154,544	15,178	169,722	161,592
EXPENDITURES					
Debt service					
Principal	40,000	-	40,000	40,000	40,000
Interest	117,375	58,687	58,688	117,375	115,675
Total debt service	157,375	58,687	98,688	157,375	155,675
Other fees & charges					
Tax collector	3,367	3,005	362	3,367	3,367
Total other fees & charges	3,367	3,005	362	3,367	3,367
Total expenditures	160,742	61,692	99,050	160,742	159,042
Excess/(deficiency) of revenues over/(under) expenditures	10,872	92,852	(83,872)	8,980	2,550
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(2,049)	-	(2,049)	-
Total other financing sources/(uses)	-	(2,049)	-	(2,049)	-
Fund balance:					
Net increase/(decrease) in fund balance	10,872	90,803	(83,872)	6,931	2,550
Beginning fund balance (unaudited)	128,424	129,386	220,189	129,386	136,317
Ending fund balance (projected)	\$139,296	\$220,189	\$ 136,317	\$ 136,317	138,867
Use of fund balance:					
Debt service reserve account balance (required)					(79,113)
Interest expense - November 1, 2026					(56,988)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 2,766

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	2,260,000.00		1,997,875.06	4,257,875.06	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2026**

	Fiscal Year 2025			Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	
REVENUES				
Special assessment - on-roll	\$ -			\$ 171,227
Allowable discounts (4%)	-			(6,849)
Assessment levy: net	-	\$ 153,074	\$ 11,304	\$ 164,378
Interest	-	1,864	-	1,864
Total revenues	-	154,938	11,304	166,242
EXPENDITURES				
Debt service				
Principal	-	-	35,000	35,000
Interest	-	49,286	63,368	112,654
Total debt service	-	49,286	98,368	147,654
Other fees & charges				
Tax collector	-	3,057	-	3,057
Total other fees & charges	-	3,057	-	3,057
Total expenditures	-	52,343	98,368	150,711
Excess/(deficiency) of revenues over/(under) expenditures	-	102,595	(87,064)	15,531
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(2,049)	-	(2,049)
Total other financing sources/(uses)	-	(2,049)	-	(2,049)
Fund balance:				
Net increase/(decrease) in fund balance	-	100,546	(87,064)	13,482
Beginning fund balance (unaudited)	-	90,201	190,747	90,201
Ending fund balance (projected)	\$ -	\$ 190,747	\$ 103,683	\$ 103,683
Use of fund balance:				
Debt service reserve account balance (required)				(40,238)
Interest expense - November 1, 2026				(61,688)
Projected fund balance surplus/(deficit) as of September 30, 2026				\$ 2,655

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 (ASSESSMENT AREA FOUR) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2025			62,527.50	62,527.50	2,295,000.00
5/1/2026	35,000.00	4.800%	62,527.50	97,527.50	2,260,000.00
11/1/2026			61,687.50	61,687.50	2,260,000.00
5/1/2027	35,000.00	4.800%	61,687.50	96,687.50	2,225,000.00
11/1/2027			60,847.50	60,847.50	2,225,000.00
5/1/2028	40,000.00	4.800%	60,847.50	100,847.50	2,185,000.00
11/1/2028			59,887.50	59,887.50	2,185,000.00
5/1/2029	40,000.00	4.800%	59,887.50	99,887.50	2,145,000.00
11/1/2029			58,927.50	58,927.50	2,145,000.00
5/1/2030	40,000.00	4.800%	58,927.50	98,927.50	2,105,000.00
11/1/2030			57,967.50	57,967.50	2,105,000.00
5/1/2031	45,000.00	4.800%	57,967.50	102,967.50	2,060,000.00
11/1/2031			56,887.50	56,887.50	2,060,000.00
5/1/2032	45,000.00	5.375%	56,887.50	101,887.50	2,015,000.00
11/1/2032			55,678.13	55,678.13	2,015,000.00
5/1/2033	50,000.00	5.375%	55,678.13	105,678.13	1,965,000.00
11/1/2033			54,334.38	54,334.38	1,965,000.00
5/1/2034	50,000.00	5.375%	54,334.38	104,334.38	1,915,000.00
11/1/2034			52,990.63	52,990.63	1,915,000.00
5/1/2035	55,000.00	5.375%	52,990.63	107,990.63	1,860,000.00
11/1/2035			51,512.50	51,512.50	1,860,000.00
5/1/2036	55,000.00	5.375%	51,512.50	106,512.50	1,805,000.00
11/1/2036			50,034.38	50,034.38	1,805,000.00
5/1/2037	60,000.00	5.375%	50,034.38	110,034.38	1,745,000.00
11/1/2037			48,421.88	48,421.88	1,745,000.00
5/1/2038	65,000.00	5.375%	48,421.88	113,421.88	1,680,000.00
11/1/2038			46,675.00	46,675.00	1,680,000.00
5/1/2039	65,000.00	5.375%	46,675.00	111,675.00	1,615,000.00
11/1/2039			44,928.13	44,928.13	1,615,000.00
5/1/2040	70,000.00	5.375%	44,928.13	114,928.13	1,545,000.00
11/1/2040			43,046.88	43,046.88	1,545,000.00
5/1/2041	75,000.00	5.375%	43,046.88	118,046.88	1,470,000.00
11/1/2041			41,031.25	41,031.25	1,470,000.00
5/1/2042	80,000.00	5.375%	41,031.25	121,031.25	1,390,000.00
11/1/2042			38,881.25	38,881.25	1,390,000.00
5/1/2043	85,000.00	5.375%	38,881.25	123,881.25	1,305,000.00
11/1/2043			36,596.88	36,596.88	1,305,000.00
5/1/2044	85,000.00	5.375%	36,596.88	121,596.88	1,220,000.00
11/1/2044			34,312.50	34,312.50	1,220,000.00
5/1/2045	95,000.00	5.625%	34,312.50	129,312.50	1,125,000.00
11/1/2045			31,640.63	31,640.63	1,125,000.00
5/1/2046	100,000.00	5.625%	31,640.63	131,640.63	1,025,000.00
11/1/2046			28,828.13	28,828.13	1,025,000.00
5/1/2047	105,000.00	5.625%	28,828.13	133,828.13	920,000.00
11/1/2047			25,875.00	25,875.00	920,000.00

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 (ASSESSMENT AREA FOUR) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
5/1/2048	110,000.00	5.625%	25,875.00	135,875.00	810,000.00
11/1/2048			22,781.25	22,781.25	810,000.00
5/1/2049	115,000.00	5.625%	22,781.25	137,781.25	695,000.00
11/1/2049			19,546.88	19,546.88	695,000.00
5/1/2050	125,000.00	5.625%	19,546.88	144,546.88	570,000.00
11/1/2050			16,031.25	16,031.25	570,000.00
5/1/2051	130,000.00	5.625%	16,031.25	146,031.25	440,000.00
11/1/2051			12,375.00	12,375.00	440,000.00
5/1/2052	140,000.00	5.625%	12,375.00	152,375.00	300,000.00
11/1/2052			8,437.50	8,437.50	300,000.00
5/1/2053	145,000.00	5.625%	8,437.50	153,437.50	155,000.00
11/1/2053			4,359.38	4,359.38	155,000.00
5/1/2054	155,000.00	5.625%	4,359.38	159,359.38	-
11/1/2054			-	-	-
Total	2,295,000.00		2,374,102.62	4,669,102.62	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

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

Product	Units	FY 2026 SRF				FY 2025 Total Assessment per Unit
		FY 2026 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	
SF 40'/50'	320	\$ 708.10	\$ 709.77	\$ 1,276.26	\$ 2,694.13	\$ 2,660.97
Total	320					

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

Product	Units	FY 2026 SRF				
		FY 2026 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	
SF TW	120	\$ 708.10		\$ 899.48	\$ 1,607.58	\$ 1,668.59
SF 50'	163	708.10		1,249.28	1,957.38	2,018.39
SF 60'	68	708.10		1,499.13	2,207.23	2,268.24
Total	351					

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

Product	Units	FY 2024 SRF				FY 2025 Total Assessment per Unit
		FY 2026 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	
TH	172	\$ 601.89	\$ 603.31	\$ 956.73	\$ 2,161.93	\$ 2,133.73
SF TW	124	708.10	709.77	1,275.64	2,693.51	2,660.35
SF 50'	149	708.10	709.77	1,275.64	2,693.51	2,660.35
SF 60'	41	708.10	709.77	1,275.64	2,693.51	2,660.35
Total	486					

Multi-Family Area, On-Roll Assessments

Product	Units	FY 2026 SRF				
		FY 2026 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	
MF	504	\$ 495.67		\$ -	\$ 495.67	\$ 538.38
Total	504					

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Assessment Area Three, Platted Lots, On-Roll Assessments

Product	Units	FY 2024 SRF		FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
		FY 2026 O&M Assessment per Unit	Budget Area 1 Assessment per Unit			
SF 40'	61	\$ 708.10	\$ 709.77	\$ 1,275.19	\$ 2,693.06	\$ 2,659.90
SF 50'	59	708.10	709.77	1,275.19	2,693.06	2,659.90
SF 60'	12	708.10	709.77	1,275.19	2,693.06	2,659.90
Total	132					

Assessment Area Four, Platted Lots, On-Roll Assessments

Product	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 50'	84	708.10	1,249.47	1,957.57	2,018.58
SF 60'	13	708.10	1,499.36	2,207.46	2,268.47
Total	149				

On-Roll Assessments

Product	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Total	5.44				

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 13th day of May, 2025.

ATTEST:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Comp. Exhibit A: Fiscal Year 2025/2026 Annual Meeting Schedule

EXHIBIT "A"

WEST PORT COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Country Inn & Suites by Radisson, 24244 Corporate Court, Port Charlotte, Florida 33954</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2025	Regular Meeting	12:30 PM
November __, 2025*	Regular Meeting	12:30 PM
December 9, 2025	Regular Meeting	12:30 PM
January 13, 2026	Regular Meeting	12:30 PM
February 10, 2026	Regular Meeting	12:30 PM
March 10, 2026	Regular Meeting	12:30 PM
April 14, 2026	Regular Meeting	12:30 PM
May 12, 2026	Regular Meeting	12:30 PM
June 9, 2026	Regular Meeting	12:30 PM
July 14, 2026	Regular Meeting	12:30 PM
August 11, 2026	Regular Meeting	12:30 PM
September 8, 2026	Regular Meeting	12:30 PM

Exception(s)

**The November meeting date is on the Veterans Day holiday.*

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WEST PORT COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of West Port Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2025.

ATTEST:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/13/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of April, 2025, by and between:

WEST PORT EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Charlotte County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

MORRIS ENGINEERING & CONSULTING LLC, a Florida limited liability company, providing professional engineering services with a mailing address of 6901 Professional Parkway East, Suite 103, Lakewood Ranch, Florida 34240 ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the Board of County Commissioners of Charlotte County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ("Board") ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto is hereby approved.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in Exhibit A attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures

shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation,

and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000

Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

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

14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

16. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon

completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WRATHELL, HUNT & ASSOCIATES, LLC, SUITK@WHHASSOCIATES.COM, 561-571-0010, OR 2300 GLADES RD, SUITE 410W, BOCA RATON, FLORIDA 33431.

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Charlotte County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. 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 of the parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and 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 Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

32. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

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

34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

WEST PORT EAST COMMUNITY DEVELOPMENT DISTRICT

Kristen Smit

Assistant Secretary

Bob Masto

Chairman, Board of Supervisors

MORRIS ENGINEERING & CONSULTING LLC

Bridget Bednarek

Witness

[Signature]

By: *MATTHEW J. MORRIS*

Its: *MANAGING MEMBER*

SCHEDULE "A"
HOURLY FEE SCHEDULE

Standard Hourly Rates (2023)

Engineering and Planning Services:

Principal Engineer	\$200/Hour
Principal Planner	\$200/Hour
Senior Project Manager	\$175/Hour
Project Manager/Engineer	\$150/Hour
Planner	\$150/Hour
Senior Engineer	\$135/Hour
Engineering Technician	\$115/Hour
Construction Manager	\$115/Hour
Administrative	\$65/Hour

Note: Expenses incurred for express mail delivery (or overnight delivery), courier service and outsourced services for high volume copying, printing and binding will be invoiced as a reimbursable expense based on the fee charged by the vendor.

April 16th, 2025

West Port East Community Development District
Charlotte County, Florida

**Subject: Work Authorization Number 1
West Port East Community Development District**

Dear Chairman, Board of Supervisors:

Morris Engineering & Consulting LLC ("Engineer") is pleased to submit this work authorization to provide engineering services for the West Port East Community Development District ("District"). We will provide these services pursuant to our current agreement dated April 16th, 2025 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District's Project and all Future Projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

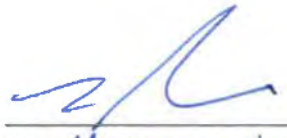
APPROVED AND ACCEPTED

Sincerely,

WEST PORT EAST COMMUNITY DEVELOPMENT DISTRICT

MORRIS ENGINEERING & CONSULTING LLC

By: 
Authorized Representative
Date: 4/16/25


By: MATTHEW J. MOORS
Date: 4/16/25

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Special Revenue Fund	Debt Service Fund Series 2020	Debt Service Fund Assessment Area Two	Debt Service Fund Series 2021	Debt Service Fund Series 2022	Debt Service Fund Series 2024	Capital Projects Fund Series 2020	Capital Projects Fund Series 2021	Capital Projects Fund Series 2022	Capital Projects Fund Series 2024	Total Governmental Funds	
ASSETS													
Cash	\$1,415,385	\$480,707	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,896,092	
Investments													
Revenue	-	-	411,741	367,440	527,863	190,640	137,175	-	-	-	-	1,634,859	
Reserve	-	-	196,234	198,688	278,527	80,878	41,278	-	-	-	-	795,605	
Construction	-	-	-	-	-	-	-	10,339	19,194	-	8,815	23	38,371
Construction - townhomes	-	-	-	-	-	-	-	-	161	-	-	-	161
Construction - single family	-	-	-	-	-	-	-	-	8,828	-	-	-	8,828
Cost of issuance	-	-	6,472	11,256	11,253	11,218	119	-	-	-	-	-	40,318
Capitalized interest	-	-	-	-	-	-	972	-	-	-	-	-	972
Interest	-	-	64	63	86	33	-	-	-	-	-	-	246
Sinking	-	-	265	272	384	75	-	-	-	-	-	-	996
Accounts receivable - impact fees	-	-	-	-	-	-	-	-	15,099	-	-	-	15,099
Due from special revenue fund	364,384	-	-	-	-	-	-	-	-	-	-	-	364,384
Due from Forestar	9,572	-	-	-	-	-	-	-	-	-	-	-	9,572
Due from general fund	-	500,759	31,609	32,004	43,737	13,028	13,252	-	25,165	-	-	-	659,554
Due from debt service fund	-	-	-	12,636	34,255	-	-	-	-	-	-	-	46,891
Utility deposit	2,039	-	-	-	-	-	-	-	-	-	-	-	2,039
Total assets	<u>\$1,791,380</u>	<u>\$981,466</u>	<u>\$ 646,385</u>	<u>\$ 622,359</u>	<u>\$ 896,105</u>	<u>\$ 295,872</u>	<u>\$ 192,796</u>	<u>\$ 10,339</u>	<u>\$ 19,194</u>	<u>\$ 49,253</u>	<u>\$ 8,815</u>	<u>\$ 23</u>	<u>\$ 5,513,987</u>
LIABILITIES													
Liabilities:													
Accounts payable	\$ 15,995	\$ 8,146	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,141
Accounts payable on-site	165,100	54,394	-	-	-	-	-	-	-	-	-	-	219,494
Contracts payable	-	-	-	-	-	-	-	-	41,074	-	-	-	41,074
Retainage payable	-	-	-	-	-	-	-	40,978	487,453	-	-	-	528,431
Due to Developer	-	-	8,060	21,937	68,349	41,427	-	-	120	-	-	-	139,893
Due to general fund	-	364,384	-	-	-	-	-	-	-	-	-	-	364,384
Due to special revenue fund	500,759	-	-	-	-	-	-	-	-	-	-	-	500,759
Due to DSF - Series 2020	31,609	-	-	-	-	-	-	-	-	-	-	-	31,609
Due to DSF - Series 2020 A-2	32,004	-	12,636	-	-	-	-	-	-	-	-	-	44,640
Due to DSF - Series 2021	43,737	-	-	-	-	34,256	-	-	-	-	-	-	77,993
Due to DSF - Series 2022	13,028	-	-	-	-	-	-	-	-	-	-	-	13,028
Due to DSF - Series 2024	13,252	-	-	-	-	-	-	-	-	-	-	-	13,252
Due to capital projects fund	25,165	-	-	-	-	-	-	-	-	-	-	-	25,165
Due to M/I Homes	-	-	-	-	-	-	-	-	42,474	-	-	-	42,474
Due to other	-	-	-	-	-	-	-	-	4,164	-	-	-	4,164
Developer advance - KL West Port	15,000	-	-	-	-	-	-	-	-	-	-	-	15,000
Total liabilities	<u>855,649</u>	<u>426,924</u>	<u>20,696</u>	<u>21,937</u>	<u>68,349</u>	<u>75,683</u>	<u>-</u>	<u>40,978</u>	<u>575,285</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,085,501</u>
DEFERRED INFLOWS OF RESOURCES													
Deferred receipts	9,572	-	-	-	-	-	-	-	15,099	-	-	-	24,671
Total deferred inflows of resources	<u>9,572</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,099</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>24,671</u>
FUND BALANCES													
Committed													
Debt service	-	-	625,689	600,422	827,756	220,189	192,796	-	-	-	-	-	2,466,852
Capital projects	-	-	-	-	-	-	-	(30,639)	19,194	(541,131)	8,815	23	(543,738)
Unassigned	926,159	554,542	-	-	-	-	-	-	-	-	-	-	1,480,701
Total fund balances	<u>926,159</u>	<u>554,542</u>	<u>625,689</u>	<u>600,422</u>	<u>827,756</u>	<u>220,189</u>	<u>192,796</u>	<u>(30,639)</u>	<u>19,194</u>	<u>(541,131)</u>	<u>8,815</u>	<u>23</u>	<u>3,403,815</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$1,791,380</u>	<u>\$981,466</u>	<u>\$ 646,385</u>	<u>\$ 622,359</u>	<u>\$ 896,105</u>	<u>\$ 295,872</u>	<u>\$ 192,796</u>	<u>\$ 10,339</u>	<u>\$ 19,194</u>	<u>\$ 49,253</u>	<u>\$ 8,815</u>	<u>\$ 23</u>	<u>\$ 5,513,987</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ 107,789	\$ 1,220,135	\$ 1,310,244	93%
Total revenues	<u>107,789</u>	<u>1,220,135</u>	<u>1,310,244</u>	93%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	4,306	0%
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	3,496	7,644	25,000	31%
Engineering	-	-	3,500	0%
Audit	-	-	9,500	0%
Arbitrage rebate calculation	500	500	2,500	20%
Dissemination agent	417	2,500	5,000	50%
DSF accounting				
Series 2020 - AA1	458	2,750	5,500	50%
Series 2020 - AA2	458	2,750	5,500	50%
Series 2021 - AA1	458	2,750	5,500	50%
Series 2022 - AA4	458	2,750	5,500	50%
Series 2023 - AA2	458	2,750	5,500	50%
Trustee	3,500	7,000	17,500	40%
Telephone	17	100	200	50%
Postage	10	305	500	61%
Printing & binding	42	250	500	50%
Legal advertising	-	557	1,200	46%
Annual special district fee	-	175	175	100%
Insurance	-	6,161	6,500	95%
Property insurance	-	18,336	9,000	204%
Line of credit- principal & interest	2,510	11,004	25,872	43%
Contingencies/bank charges	-	270	1,200	23%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Tax collector	3,191	25,405	27,297	93%
EMMA software service	-	1,000	1,000	100%
Total professional & administrative	<u>19,973</u>	<u>119,872</u>	<u>222,665</u>	54%

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Field operations (shared)				
Management	-	-	40,000	0%
Accounting	667	4,000	8,000	50%
Stormwater management				
Lake maintenance	3,212	19,272	38,544	50%
AccuTab buckets	-	-	33,600	0%
Debt service (Developers Note for PPS)	-	-	128,757	0%
Streetlighting	10,672	64,282	166,975	38%
Irrigation supply				
Maintenance contract	850	2,645	7,580	35%
Electricity	2,525	16,378	28,724	57%
Repairs and maintenance	1,900	1,900	2,625	72%
Effluent	6,531	40,436	52,600	77%
Monuments and street signage				
Repairs and maintenance	-	-	4,200	0%
Electricity	952	7,144	16,238	44%
Holiday decorating	-	-	10,000	0%
Landscape maintenance				
Maintenance contract	28,110	140,791	283,055	50%
Pest, OTC Injections and Top Choice	1,905	7,419	16,132	46%
Mulch	39,160	39,160	190,798	21%
Contingency	-	-	20,000	0%
Plant replacement	-	12,480	20,000	62%
Irrigation repairs	-	14,351	20,000	72%
Roadway maintenance	-	-	5,250	0%
Unbudgeted expense	-	31,349	-	N/A
Total field operations	<u>96,484</u>	<u>401,607</u>	<u>1,093,078</u>	37%
Total expenditures	<u>116,457</u>	<u>521,479</u>	<u>1,315,743</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	(8,668)	698,656	(5,499)	
Net change in fund balances	(8,668)	698,656	(5,499)	
Fund balances - beginning	934,827	227,503	78,715	
Fund balances - ending	<u>\$ 926,159</u>	<u>\$ 926,159</u>	<u>\$ 73,216</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND AREA 1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ 44,349	\$ 502,014	\$ 539,090	93%
Total revenues	<u>44,349</u>	<u>502,014</u>	<u>539,090</u>	93%
Field operations				
Management	-	-	15,000	0%
Property insurance	-	20,534	36,000	57%
Landscape maintenance	9,479	73,989	119,430	62%
Mulch	18,597	18,597	33,529	55%
Irrigation repairs	-	876	4,000	22%
Solar Streetlighting	62,874	74,754	148,500	50%
Accounting	283	1,700	3,400	50%
Line of credit- principal & interest	13,176	57,773	135,828	43%
Pest, OTC Injections and Top Choice	870	869	7,164	12%
Roadway maintenance	-	-	5,000	0%
Contingencies	-	400	20,000	2%
Total field operations	<u>105,279</u>	<u>249,492</u>	<u>527,851</u>	47%
Other fees & charges				
Tax collector	887	10,027	11,231	89%
Total other fees & charges	<u>887</u>	<u>10,027</u>	<u>11,231</u>	89%
Total expenditures	<u>106,166</u>	<u>259,519</u>	<u>539,082</u>	48%
Excess/(deficiency) of revenues over/(under) expenditures	(61,817)	242,495	8	
Fund balances - beginning	616,359	312,047	294,481	
Fund balances - ending	<u>\$ 554,542</u>	<u>\$ 554,542</u>	<u>\$ 294,489</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 MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 32,254	\$ 365,104	\$ 392,067	93%
Interest	1,419	8,143	-	N/A
Total revenues	<u>33,673</u>	<u>373,247</u>	<u>392,067</u>	95%
EXPENDITURES				
Debt service				
Principal	-	-	140,000	0%
Interest	-	120,930	241,860	50%
Total debt service	<u>-</u>	<u>120,930</u>	<u>381,860</u>	32%
Other fees & charges				
Tax collector	645	7,292	8,168	89%
Total other fees and charges	<u>645</u>	<u>7,292</u>	<u>8,168</u>	89%
Total expenditures	<u>645</u>	<u>128,222</u>	<u>390,028</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	33,028	245,025	2,039	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(4,972)	-	N/A
Total other financing sources	<u>-</u>	<u>(4,972)</u>	<u>-</u>	N/A
Net change in fund balances	33,028	240,053	2,039	
Fund balances - beginning	592,661	385,636	373,210	
Fund balances - ending	<u>\$ 625,689</u>	<u>\$ 625,689</u>	<u>\$ 375,249</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 MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 32,657	\$ 369,670	\$ 396,971	93%
Interest	1,295	7,297	-	N/A
Total revenues	<u>33,952</u>	<u>376,967</u>	<u>396,971</u>	95%
EXPENDITURES				
Debt service				
Principal	-	-	145,000	0%
Interest	-	120,594	241,188	50%
Total debt service	<u>-</u>	<u>120,594</u>	<u>386,188</u>	31%
Other fees & charges				
Tax collector	653	7,383	8,270	89%
Total other fees and charges	<u>653</u>	<u>7,383</u>	<u>8,270</u>	89%
Total expenditures	<u>653</u>	<u>127,977</u>	<u>394,458</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	33,299	248,990	2,513	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(5,034)	-	N/A
Total other financing sources	<u>-</u>	<u>(5,034)</u>	<u>-</u>	N/A
Net change in fund balances	33,299	243,956	2,513	
Fund balances - beginning	567,123	356,466	345,040	
Fund balances - ending	<u>\$ 600,422</u>	<u>\$ 600,422</u>	<u>\$ 347,553</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 44,630	\$ 505,195	\$ 542,505	93%
Interest	1,860	10,437	-	N/A
Total revenues	<u>46,490</u>	<u>515,632</u>	<u>542,505</u>	95%
EXPENDITURES				
Debt service				
Principal	-	-	210,000	0%
Interest	-	160,935	321,870	50%
Total debt service	<u>-</u>	<u>160,935</u>	<u>531,870</u>	30%
Other fees & charges				
Tax collector	893	10,090	11,302	89%
Total other fees and charges	<u>893</u>	<u>10,090</u>	<u>11,302</u>	89%
Total expenditures	<u>893</u>	<u>171,025</u>	<u>543,172</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	45,597	344,607	(667)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	-	-	N/A
Total other financing sources	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Net change in fund balances	45,597	344,607	(667)	
Fund balances - beginning	782,159	483,149	467,061	
Fund balances - ending	<u>\$ 827,756</u>	<u>\$ 827,756</u>	<u>\$ 466,394</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 13,294	\$ 150,479	\$ 161,592	93%
Interest	678	4,065	10,022	41%
Total revenues	<u>13,972</u>	<u>154,544</u>	<u>171,614</u>	90%
EXPENDITURES				
Debt service				
Principal	-	-	40,000	0%
Interest	-	58,687	117,375	50%
Total debt service	<u>-</u>	<u>58,687</u>	<u>157,375</u>	37%
Other fees & charges				
Tax collector	265	3,005	3,367	89%
Total other fees and charges	<u>265</u>	<u>3,005</u>	<u>3,367</u>	89%
Total expenditures	<u>265</u>	<u>61,692</u>	<u>160,742</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	13,707	92,852	10,872	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(2,049)	-	N/A
Total other financing sources	<u>-</u>	<u>(2,049)</u>	<u>-</u>	N/A
Net change in fund balances	13,707	90,803	10,872	
Fund balances - beginning	206,482	129,386	128,424	
Fund balances - ending	<u>\$ 220,189</u>	<u>\$ 220,189</u>	<u>\$ 139,296</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Special assessment - on roll	\$ 13,523	\$ 153,074
Interest	348	1,864
Total revenues	13,871	154,938
EXPENDITURES		
Debt service		
Interest	-	49,286
Total debt service	-	49,286
Other fees & charges		
Tax collector	270	3,057
Total other fees and charges	270	3,057
Total expenditures	270	52,343
Excess/(deficiency) of revenues over/(under) expenditures	13,601	102,595
Fund balances - beginning	179,195	90,201
Fund balances - ending	\$ 192,796	\$ 192,796

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest and miscellaneous	\$ 33	\$ 201
Total revenues	33	201
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	33	201
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	4,972
Total other financing sources/(uses)	-	4,972
Net change in fund balances	33	5,173
Fund balances - beginning	(30,672)	(35,812)
Fund balances - ending	\$ (30,639)	\$ (30,639)

**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 MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 60	\$ 393
Total revenues	60	393
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	60	393
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	5,034
Total other financing sources/(uses)	-	5,034
Net change in fund balances	60	5,427
Fund balances - beginning	19,134	13,767
Fund balances - ending	\$ 19,194	\$ 19,194

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 28	\$ 195
Total revenues	28	195
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	28	195
 Fund balances - beginning	 (541,159)	 (541,326)
Fund balances - ending	\$(541,131)	\$(541,131)

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 28	\$ 182
Total revenues	28	182
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	28	182
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	2,049
Total other financing sources/(uses)	-	2,049
Net change in fund balances	28	2,231
Fund balances - beginning	8,787	6,584
Fund balances - ending	\$ 8,815	\$ 8,815

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 23
Total revenues	-	23
EXPENDITURES		
Capital outlay	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	23
Fund balances - beginning	23	-
Fund balances - ending	\$ 23	\$ 23

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

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The Board of Supervisors of the West Port Community Development District held Public Hearings and a Regular Meeting on February 11, 2025 at 12:30 p.m., at the Country Inn & Suites by Radisson, 24244 Corporate Court, Port Charlotte, Florida 33954.

Present:

Paul Martin	Chair
Bill Fife	Vice Chair
Jim Manners	Assistant Secretary
Lindsay Hernandez	Assistant Secretary

Also present:

Kristen Suit	District Manager
Jere Earlywine	District Counsel
Dan Graham	Breeze Connected Facilities Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 12:36 p.m.
Supervisors Martin, Manners, Fife and Hernandez were present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Supervisors [William "Bill" Fife - Seat 1, Jim Manners - Seat 2, Lindsey Hernandez - Seat 5] (the following will be provided in a separate package)

Ms. Suit, a notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Fife, Mr. Manners and Ms. Hernandez.

40 Mr. Earlywine and Ms. Suit reviewed the following items:

41 **A. Required Ethics Training and Disclosure Filing**

- 42 • **Sample Form 1 2023/Instructions**

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

44 **C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
45 **Employees**

46 **D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local**
47 **Public Officers**

48

49 **FOURTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired
Term of Seat 4; Term Expires November
2026**

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- 53 • **Administration of Oath of Office**

54 This item was deferred.

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56 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-01,
Canvassing and Certifying the Results of
the Landowners' Election of Supervisors
Held Pursuant to Section 190.006(2),
Florida Statutes, and Providing an Effective
Date**

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63 Ms. Suit presented Resolution 2025-01. The results of the Landowners' Meeting were as
64 follows:

65	Seat 1	William Fife	227 Votes	4-year Term
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66	Seat 2	Jim Manners	227 Votes	4-year Term
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67	Seat 5	Lindsay Hernandez	222 Votes	2-year Term
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69	On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor,
70	Resolution 2025-01, Canvassing and Certifying the Results of the Landowners'
71	Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes,
72	and Providing an Effective Date, was adopted.

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SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2025-02,
Electing and Removing Officers of the
District and Providing for an Effective Date**

Ms. Suit presented Resolution 2025-02. Mr. Manners nominated the following:

- | | |
|---------------------|-------------------|
| Chair | Paul Martin |
| Vice Chair | Bill Fife |
| Assistant Secretary | Jim Manners |
| Assistant Secretary | Lindsay Hernandez |

No other nominations were made.

This Resolution removes the following from the Board:

- | | |
|---------------------|------------------|
| Assistant Secretary | Christian Cotter |
|---------------------|------------------|

The following prior appointments by the Board remain unaffected by this Resolution:

- | | |
|---------------------|----------------|
| Secretary | Craig Wrathell |
| Assistant Secretary | Kristen Suit |
| Treasurer | Craig Wrathell |
| Assistant Treasurer | Jeff Pinder |

On MOTION by Mr. Manners and seconded by Mr. Fife, with all in favor, Resolution 2025-02, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

**Continued Discussion/Consideration of
Interlocal Agreement Regarding Traffic
Enforcement**

Mr. Earlywine presented the Interlocal Agreement Regarding Traffic Enforcement. This Agreement will enable Charlotte County law enforcement to conduct traffic enforcement on the CDD roads.

On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the Interlocal Agreement Regarding Traffic Enforcement, was approved.

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EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Adopting a Policy Governing Common Areas (Other Than Wayfinding Signs); Providing for Conflicts, Severability, and an Effective Date

Mr. Earlywine presented Resolution 2025-04. This Policy is related to signage in the CDD common areas, other than wayfinding signage. The CDD has a Policy governing main signage, which is still in place; this Policy is specific to signa

On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, Resolution 2025-04, Adopting a Policy Governing Common Areas (Other Than Wayfinding Signs); Providing for Conflicts, Severability, and an Effective Date, was adopted.

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NINTH ORDER OF BUSINESS

Consideration of FMSbonds, Inc. Rule G-17 Disclosure

Ms. Suit presented the FMSbonds, Inc. Rule G-17 Disclosure.

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On MOTION by Mr. Fife and seconded by Mr. Manners, with all in favor, the FMSbonds, Inc. Rule G-17 Disclosure, was approved.

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TENTH ORDER OF BUSINESS

Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank

Ms. Suit presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There was a finding due to expenditures exceeding budget. Mr. Earlywine stated this situation usually involves amending the budget to avoid a finding in the audit but it was not done. The recommendation is to monitor expenditures.

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A. Consideration of Resolution 2025-03, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023

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On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, Resolution 2025-03, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

ELEVENTH ORDER OF BUSINESS

Ratification Items

Ms. Suit presented the following:

- A. Irrigation Technical Services, Inc. Agreement for Water Use Reporting Services**
- B. McFarlane’s Construction d/b/a Eagle Fence Agreement for Services [Franklin Ave Repairs]**
- C. McFarlane’s Construction d/b/a Eagle Fence Agreement for Services dated December 13, 2024 [Crofton Springs Fence Repair]**
- D. City Wide Facility Solutions Investment Recap**
- E. Vision Landscape Estimates**
 - I. #7544 for Seasonal Mulch: Spring 2025**
 - II. #7535 for Seasonal Mulch: Spring 2025**
 - III. #7584 for Landscape Enhancement**
- F. Bill of Sale and Limited Assignment [Fence Improvements]**
- G. FPL LED Lighting Agreements**
 - I. O’Donnell Blvd.**
 - II. O’Donnell Blvd. Phase 2 Lights**

On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the Irrigation Technical Services, Inc. Agreement for Water Use Reporting Services; McFarlane’s Construction d/b/a Eagle Fence Agreement for Services [Franklin Ave Repairs]; McFarlane’s Construction d/b/a Eagle Fence Agreement for Services dated December 13, 2024 [Crofton Springs Fence Repair]; City Wide Facility Solutions Investment Recap; Vision Landscape Estimates #7544 for Seasonal Mulch: Spring 2025 for \$18,596.94, #7535 for Seasonal Mulch: Spring 2025 for \$39,160, and #7584 for Landscape Enhancement for \$3,754.37; Bill of Sale and Limited Assignment [Fence Improvements]; and FPL LED Lighting Agreements for O’Donnell Blvd. and O’Donnell Blvd. Phase 2 Lights, were ratified.

180 Regarding the fences, Ms. Suit stated that the HOA tried to obtain insurance on the
181 fences before turning them over to the CDD but the HOA could not secure insurance. District
182 Management is inquiring with insurance carriers about insuring the fences.

183 Discussion ensued regarding difficulties obtaining fence insurance, what might happen if
184 it cannot be insured, building reserves to repair and/or replace fences, acquisition of the fences
185 by the CDD and potential ways to finance fence repairs/replacement.

186

187 **TWELFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
188 Statements as of December 31, 2024**

189
190 **On MOTION by Mr. Manners and seconded by Mr. Fife, with all in favor, the**
191 **Unaudited Financial Statements as of December 31, 2024, were accepted.**

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193

194 **THIRTEENTH ORDER OF BUSINESS**

Approval of Minutes

195

196 **A. August 13, 2024 Public Hearings and Regular Meeting**

197 **B. November 12, 2024 Landowners' Meeting**

198 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the**
199 **August 13, 2024 Public Hearings and Regular Meeting Minutes and the**
200 **November 12, 2024 Landowners' Meeting Minutes, both as presented, were**
201 **approved.**

202

203

204 **FOURTEENTH ORDER OF BUSINESS**

Staff Reports

205

206 **A. District Counsel: Kutak Rock LLP**

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

208 There were no District Counsel or District Engineer reports.

209 **C. Field Operations: Breeze Home**

210 Mr. Graham reported the following:

211 ➤ The lights and the transformer for the sign in front of 776 were stolen; a \$2,241
212 estimate from Bentley Electric was received.

213 ➤ Damage at an intersection caused by tractor-trailer truck is being repaired.

214 ➤ A broken irrigation mainline was repaired.

215 ➤ Insurance for the solar lights is pending and a few more need to be repaired.

216 ➤ Grass along the Boulevard is being trimmed and trees are being trimmed.

217 ➤ There was a water main leak.

218 ➤ Weeds were sprayed.

219 ➤ Irrigation was increased from two to three days per week.

220 ➤ Replacement plants were installed at the Hammocks entrance.

221 ➤ Plants were replaced in a median island.

222 ➤ Mulch is being staged and will be installed over the next week.

223 **D. District Manager: Wrathell, Hunt and Associates, LLC**

- 224 • **NEXT MEETING DATE: March 11, 2025 at 12:30 PM**

- 225 • **QUORUM CHECK**

226 The March 11, 2025 meeting will be canceled.

227 Discussion ensued regarding securing a larger meeting location for the August budget
228 adoption public hearing.

229

230 **FIFTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

231

232 Discussion ensued regarding the streetlights.

233

234 **SIXTEENTH ORDER OF BUSINESS**

Public Comments

235

236 No members of the public spoke.

237

238 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

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240 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the**
241 **meeting adjourned at 1:05 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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249 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Country Inn & Suites by Radisson, 24244 Corporate Court, Port Charlotte, Florida 33954

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2024 CANCELED	Regular Meeting	12:30 PM
November 12, 2024	Landowners' Meeting	12:30 PM
November 12, 2024* CANCELED	Regular Meeting	12:30 PM
December 10, 2024* CANCELED	Regular Meeting	12:30 PM
January 14, 2025 CANCELED	Regular Meeting	12:30 PM
February 11, 2025	Regular Meeting	12:30 PM
March 11, 2025 CANCELED	Regular Meeting	12:30 PM
April 8, 2025 CANCELED	Regular Meeting	12:30 PM
May 13, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	12:30 PM
June 10, 2025	Regular Meeting	12:30 PM
July 8, 2025	Regular Meeting	12:30 PM
August 12, 2025	Regular Meeting	12:30 PM
September 9, 2025	Regular Meeting	12:30 PM

NOTE(S)/EXCEPTION(S)

**Meeting Location unavailable*